



PURCHASE ORDER

Supplier : **GAMMA LINE ENTERPRISES** P.O. No. : **2022-ProcMS 2 (002) -AC-NP-SVP-**
 Address : 16-M Maya Building, EDSA Date : **Aug 05 2022**
 Cubao, Quezon City
 Email Address : gammalineent@yahoo.com Mode of Procurement : **NP-SVP**
 Telephone No. : (02) 8998 7501 End-User : Procurement Management Service-
 TIN : 403-226-159-000 Procurement Planning and Management
 Division (ProcMS-PPMD)

Gentlemen:
Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery : DepEd Central Office, Meralco Avenue, Pasig City Delivery Term : Within Fifteen (15) calendar days to commence within three (3) calendar days from the date of receipt of the NTP or from the date indicated in the NTP
 Date of Delivery : Within Fifteen (15) calendar days to commence within three (3) calendar days from the date of receipt of the NTP or from the date indicated in the NTP Payment Term : See Terms and Conditions

Project Title: **Procurement of Office Chairs for ProcMS – PPMD Personnel**

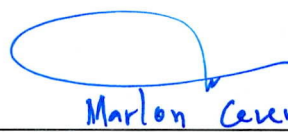
DESCRIPTION	QTY	UOM	UNIT COST	TOTAL PRICE
Office Chairs for ProcMS-PPMD Personnel				
Office Chair Ergonomic Midback Mesh Type (GLE-JE02)	18	pieces	Php2,890.00	Php52,020.00
General Specifications:				
Brand new office chair designed for use at a desk in an office, ergonomically designed to support the body.				
Detailed Technical Specifications:				
Functional Specifications:				
For use at a desk in an office that should provide comfort and flexibility to move around the work environment.				
Performance Specifications:				
Ergonomic seat height should be adjustable to suit any individual between 5'1 to 6'1 tall, swivel, gas lift and caster wheel to allow flexible movement.				
Waist support shape, with back reinforcement skeleton, with Arm rest, swivel & Tilting Mechanism				
Design:				
Back Rest:				
Mid back, Mesh Type				
Mid back Fabric Mesh				
Arm Rest Material:				
Polypropylene Plastic (PP plastic)				
Weight Capacity:				
250-300 lbs.				
Color: Black				
Seat: with foam				
High density seatrest foam				
Base: Nylon Caster wheel				
TOTAL				Php52,020.00

(Total Amount in Words) **Fifty-Two Thousand, Twenty and 00/100 Pesos Only**

In case of failure to make the full delivery within the delivery time specified above, a penalty of one-tenth (1/10) of one percent (1%) of the total price of the unperformed portion for every day of delay shall be imposed.

Very truly yours,

Atty. SALVADOR C. MALANA III
 Assistant Secretary, Procurement
 OIC-Undersecretary, Administration

Conforme: 
 Signature Over Printed Name of Supplier
Aug. 8. 2022
 Date

Funds Available: **Php2,020.-**
MA. RHUNNAL CATALAN
 Chief Accountant
 OR No. :
 Amount : **CHOLITA E. TIONG**
 Chief Administrative Officer
 Budget Division

AC-22-PROCS-PPMD-GASCO-329
 MO AND 100001000 - \$52,020-
ALLOTMENT AVAILABLE

TERMS AND CONDITIONS

1. Supplier shall be responsible for the source(s) of its goods/items/materials/equipment and shall make deliveries in accordance with the delivery time, place of delivery, descriptions and specifications provided by the award or purchase order (PO). Failure by the Supplier to comply with the same shall be a ground for cancellation of the award or PO issued and for issuance of a new PO in favor of the next lowest calculated responsive bid at the Procuring Entity's option.
2. Supplier shall personally claim the issued purchase order(s) within three (3) days after receipt of notice to that effect. A fax transmission or electronic mail sent to the Supplier shall constitute an official notice. Thereafter, if the PO remains unclaimed, the said PO shall be cancelled.
3. Subject to the provisions of the preceding paragraph, where Supplier had claimed the purchase order but failed to deliver the required goods within the delivery time provided in the PO, Supplier shall be charged of liquidated damages (LD). The amount of LD, deductible from payments due to Supplier, shall be one tenth of one percent (0.1%) of the total price of the undelivered goods in the PO for every day of delay. Once the accumulated amount of LD reached 10% of the amount of PO, the Procuring Entity shall rescind the PO without prejudice to other courses of actions available to the Procuring Entity under RA 9184 and its IRR, and other laws.
4. Supplier shall deliver the goods or items to the Procuring Entity at the Asset Management Division, Alonzo Bldg., DepEd Complex, Meralco Ave., Pasig City.
5. All deliveries of the Supplier shall be subject to inspection and acceptance by the Procuring Entity. All necessary tests undertaken or caused to be undertaken by the Procuring Entity on the goods or items shall be for the account of the Supplier.
6. All Suppliers shall be precluded from delivering substitute goods or items. Rejected deliveries shall be construed as non-delivery of goods or items so ordered and shall be subject to imposition of LD and rescission of the PO as prescribed in paragraph 3 hereof.
7. Supplier shall guarantee its deliveries to be free from defects and shall commit a one (1) year warranty commencing from the time of acceptance. Any defective goods or items that may be discovered by the Procuring Entity within the warranty period shall be replaced by the Supplier with seven (7) calendar days upon receipt of a written notice to that effect. Cost of replacement of defective goods or items shall be solely for the account of the Supplier.
8. All duties, excise and other taxes and revenue charges, if any, shall be for the Supplier's account
9. As a pre-condition to payment, IMPORTATION DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to the Procuring Entity.
10. All payments are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93.
11. Supplier may submit a request for payment based on Progress Reports which shall be attached to the progress billing and shall include: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract; and (ii) Inspection and Acceptance Reports (IARs), including certification by Supplier, as duly signed by the authorized DepEd representative, that the goods or items have been delivered in accordance with the Contract.

Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least 1% of every progress payment, or a special bank guarantee in the amount equal to at least 1% of the Contract Price required in Section 62 of RA 9184 and its IRR.

Advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from the signing of the PO. An Irrevocable Letter of Credit of Bank Guarantee of an equivalent amount, which shall remain valid until the goods are delivered, must be submitted and accompanied by a claim for advance payment.

Initial progress payment of a minimum of twenty-five percent (25%) of the Contract Price for a lot shall be paid upon a minimum of twenty-five percent (25%) delivery of items and acceptance of goods by DepEd's authorized representative.

Final payment shall consist of the retention money to be released at the expiration of the warranty period, or its remaining amount, after it has been utilized pursuant to the warranty provision.

One hundred percent (100%) full payment upon delivery and acceptance. The Certificate of Final Acceptance shall be required upon complete delivery and acceptance of the goods.

Conforme:


Marlon Cerezo

Signature over printed name of Supplier

Aug. 8, 2022

Date