



PURCHASE ORDER

Supplier	: CD TECHNOLOGIES ASIA, INC.	P.O. No.	: P010
Address	: 10 San Roque St., Brgy. Kapitolyo, Pasig City	Date	: March 30, 2023
Email Address	: rladines@cdasia.com	Mode of Procurement	: DC
Telephone Nos.	: 8634-7141	End-User	: Legal Service - Office of the Director
TIN	: 003-872-096-000		

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

Place of Delivery	: DepEd Central Office	Delivery Term	: Within 10 calendar days upon receipt of Purchase Order
Date of Delivery	: Within 10 calendar days upon receipt of Purchase Order	Payment Term	: (see Terms and Conditions)

Project Title: **Subscription to Online Research Materials**

DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL PRICE (IN PHP)
Subscription of Online Research Materials	12 month-subscription	40 User IDs and Passwords		PhP739,200.00
TOTAL				PhP739,200.00

(Total Amount in Words) Seven Hundred Thirty-Nine Thousand, Two Hundred and 00/100 Pesos Only

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

Very truly yours,

GLORIA JUMANIL-MERCADO
Undersecretary for HROD
Department of Education

Conforme:

ROSALIE R. LADINES
Signature Over Printed Name of Supplier
APRIL 3, 2023
Date

Funds Available: **₱739,200.-**

MA. RHUNNA L. CATALAN
Chief Accountant

OR No. : _____
Amount : _____

TERMS AND CONDITIONS

1. The Service Provider shall render services and provide the required items in accordance with schedule, quality, and specifications of the award or purchase order (PO). Failure by the Service Provider to comply with the same shall be ground for cancellation of the award or purchase order.
 2. The Service Provider shall pick up the PO issued in its favor within three (3) days after receipt of notice to that effect. A fax transmission or electronic mail shall constitute an official notice to the Service Provider. Thereafter, if the PO remains unclaimed, the said PO shall be cancelled. To avoid delay in the delivery of the requesting agency's requirement, all defaulting service providers shall be precluded from delivering substitute items.
 3. Subject to the provisions of the preceding paragraph, where the Service Provider has accepted a PO but fails to perform its services or provide the required items within the time called for in the PO, the Service Provider shall be charged liquidated damages (LD). The amount of LD, deductible from payments due to the Service Provider shall be one tenth of one percent (0.1%) of the total cost for every day of delay in the performance of services. Once the cumulative amount of LD reaches 10% of the amount of PO, the Procuring Entity may rescind the PO without prejudice to other courses of actions open to the Procuring Entity under RA 9184 and its IRR, and other existing applicable laws and issuances.
 4. All items shall be subject to inspection and acceptance by the Procuring Entity. All necessary tests undertaken or caused to be undertaken by the Procuring Entity shall be for the account of the Service Provider. For the purpose of this condition, DepEd shall constitute an Inspectorate Team to conduct inspection and testing of the items at any stage of the contract and upon delivery to check or verify conformity of items with the technical specifications.
 5. Rejected items shall be construed as non-performance of services and shall be subject to liquidated damages and cancellation of the PO prescribed in paragraph 3 hereof.
 6. The Service Provider shall guarantee its items to be free from defects. Any defective item that may be discovered by the Procuring Entity after acceptance of the same shall be replaced by the Service Provider within seven (7) calendar days upon receipt of a written notice to that effect free of cost to the Procuring Entity.
 7. All duties, excise and other taxes and revenue charges, if any, shall be for the Service Provider's account.
 8. All payments are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93.
 9. The Service Provider may submit a request for payment based on the (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the PO; and (ii) Certification by the Service Provider, as approved by the duly authorized DepEd representative, that the items have been delivered/provided in accordance with the PO. The documents submitted by the Service Provider, which were part of its quotation to comply with the RFQ, form part of the PO.
- One hundred percent (100%) of the PO Price shall be paid to the Service Provider within 30 days upon receipt of the 40 User IDs and passwords, and submission of the above-mentioned documentary requirements.
10. The Service Provider shall provide a quarterly usage report to the end-user of the Procuring Entity without a need for demand. The quarterly usage report shall be sent via electronic mail to ls.od@deped.gov.ph and leahd@deped.gov.ph every 15th of the month at the end of every quarter.
 11. The Service Provider shall deliver the items to the Procuring Entity at the Asset Management Division, Alonzo Bldg., DepEd Complex, Meralco Ave., Pasig City.

Conforme:


ROSALIE R. LADINES

Signature over printed name of the Service Provider

APRIL 3 2023

Date