



DEPARTMENT OF JUSTICE

PURCHASE ORDER

Project Title : Purchase of fifteen (15) pieces toners for copier machine model Sharp MX-M356NV for the use of the Office of the Prosecutor General
 Name of Supplier : **E-COPY CORPORATION**
 Address : **5837 Zobel Roxas Street, Palanan, Makati City**
 Contact No. : **(02) 8631-8715 / 8243-1886**
 Email Address : **mjsantos.sharp@gmail.com**

P.O. No. : **2022-05-030**
 Date of P.O. : **May 17, 2022**
 P.R. No. : **2022-04-057**
 End-user : **NPS-OPG**
 Certification of Availability of Funds:
 ORS No. :
 Period of Validity of Fund :

Dear Sir/Ma'am:

Please supply us with the article(s) specified, and within the period stated below:

Article/Specification	Qty./Unit	Unit Cost	Total Price
Toner for Sharp MX-M356NV photocopier	15 pieces	P8,250.00	P123,750.00
TOTAL			P123,750.00

Completion Period: Within thirty (30) calendar days reckoned from the date stipulated in the Notice to Proceed.

Performance Security: _____
Bond No. _____

Name of Approving Authority: **ADRIAN FERDINAND S. SUGAY**
Designation: **Undersecretary/Designated HoPE**
Date: _____

I. On behalf of the above Supplier, the undersigned AGREES to the terms and conditions of this Purchase Order, and those contained in the following documents, which shall deemed to form, and be read and construed, as an integral part thereof, as may be applicable:

- | | |
|--|--|
| (I) Invitation to Bid; | (VII) Financial Proposal/Quotation; |
| (II) Instructions to Bidder; | (VIII) General Conditions of the Contract; |
| (III) Bid Bulletin or Supplemental thereof; | (IX) Special Conditions of Contract; |
| (IV) Technical Specifications for Goods; | (X) Notice of Award; and |
| (V) Scope of Works for Infrastructure; | (XI) Performance Security. |
| (VI) Terms of Reference for Consulting Services; | |

All other contract documents required by existing laws and/or the DOJ in the Bidding Documents pursuant to Republic Act No. 9184 and its Revised Implementing Rules and Regulations, although not stated herein, shall also form part of this Purchase Order.

II. We further AGREE that:

- The article(s) to be delivered or provided to the DOJ shall be in accordance with the specifications, terms of reference and scope of work of the project. The article(s) to be supplied/provided shall be covered by a warranty against manufacturing defects as stated on page 2 of this Purchase Order.
- Upon delivery of the article(s) covered by this Purchase Order, the Performance Security posted above shall be released/cancelled/refunded. However, our failure to deliver the article(s) within the period specified herein shall give the DOJ the right to cancel this order, forfeit in its favor the performance security, and impose administrative penalty/ies as may be applicable.
- The official copy of this Purchase Order shall be obtained by my duly authorized representative within five (5) days from notice. A telephone call, email or fax transmission shall constitute official notice. Thereafter, if the Purchase Order remains unclaimed, the DOJ shall have the right to cancel this order, and impose applicable administrative sanction(s) under Section 69 of Republic Act No. 9184.
- In case of delayed delivery of supplies, the DOJ shall have the right to impose liquidated damages, not by way of penalty, in an amount equivalent to 1/10th of 1 percent of the cost of the delayed goods scheduled for delivery for every day of delay, collectible from any money due or which may become due us, or in the absence or insufficiency thereof, from the posted performance security, at the option of the DOJ. The computation of liquidated damages shall be reckoned on the date stated in the Purchase Order, Notice to Proceed or delivery schedule, whichever is applicable.
- Subject to the provisions of the preceding paragraph, our failure to complete the delivery within any extended period, shall give the DOJ the right to cancel the remaining order, and to procure the undelivered items from such other source(s) as it may determine, and we shall be liable for any excess costs for the required item/service.
- Our failure to deliver the article(s) shall give the DOJ the right to cancel the award and impose administrative sanctions under Section 69 of Republic Act No. 9184.

For: LESTER MAGBOD
 (AUTHORIZED REPRESENTATIVE'S SIGNATURE OVER PRINTED NAME & OFFICIAL DESIGNATION/POSITION)
 Date: 05/23/2022

IMPORTANT: The date of execution of this Purchase Order shall be the date of signing by both parties. If the parties signed on different dates, the reckoning date of execution of this Purchase Order shall be the later date. The date of execution of this Purchase Order shall be the contract effectivity date unless otherwise agreed upon or stipulated in a separate document (ie Approval of Award, Notice of Award, Notice to Proceed) stating a different contract effectivity date:

(PLEASE SEE REQUIREMENTS, INSTRUCTIONS & CONDITIONS AT THE BACK)

REQUIREMENTS, INSTRUCTIONS AND CONDITIONS

- I. **NOTICE TO PROCEED:** The condition of the Notice to Proceed is stated in the delivery period appearing on the first page of this PO.
- II. **WARRANTY PROVISION:** As provided for in the DOJ Technical Specifications/Terms of Reference, Terms of Conditions and Notice of Award.
- III. **DELIVERY**
 - A. The article/s shall be delivered as follows:
 - i) Place of delivery: Property Management Section, DOJ, Padre Faura, Ermita, Manila
 - ii) Delivery schedule: Monday-Friday from 2:00 pm – 4:00 pm, unless otherwise indicated in the delivery schedule
 - Note: If the last day of delivery falls on a non-working/non-delivery day, the next working/delivery day at the specified delivery hours, shall be the last day of delivery.
 - B. Documents for submission/presentation
 - Copy of Purchase Order
 - Notice to Proceed
 - Original Supplier's Invoice(s)/Bill(s) and/or Delivery Receipt(s)
 - Official Receipts evidencing payment of taxes, duties and other charges for the articles to be delivered, if applicable
 - Others _____
- IV. **PAYMENT**
 - A. All invoices, bills and/or delivery receipts shall be compliant with pertinent BIR issuances and indicate, among others:
 - i. DOJ as Buyer, and
 - ii. Purchase Order
 - B. Payments/collections shall be with duly acknowledged/issued:
 - i. Delivery receipt/sales invoice;
 - ii. Certificate of Completion and Acceptance; and
 - iii. Cost breakdown/Cost breakdown of Billing Rates.
 - C. Payment shall be based on actual deliveries, subject to existing accounting and auditing rules and regulations.
 - D. Request for refund of performance security filed in form of cash or check should be addressed to the end-user department.
 - E. New supplier/contractor/service provider must submit the duly accomplished Authority to Credit form to the end-user department together with the required supporting documents.
- V. **DOJ No Gift Policy:** We have not given, nor do we intend to give, any amount of money or gift in any form to any official or employee of the DOJ in securing this Order or having the payment hereof expedited.

ACKNOWLEDGED BY: _____
Authorized Representative


LESTER MAGBOO

May 23, 2022