Bid Notice Abstract

Request for Quotation (RFQ)

Reference Number 10709386

Procuring Entity ANTI-MONEY LAUNDERING COUNCIL

Title PR24-002: One Lot Multi-Year Maintenance and Support of Active Devices (Components of

Structured Cabling Project 2018)

Area of Delivery Metro Manila

Solicitation Number:	PR24-002: One Lot Multi- Year Maintenance and Suppo	Status	Active
Trade Agreement:	Implementing Rules and Regulations	Associated Components	1
Procurement Mode:	Negotiated Procurement - Small Value Procurement		
Classification:	(Sec. 53.9) Goods	Bid Supplements	0
Category:	Information Technology		
Approved Budget for the Contract:	PHP 233,000.00	Document Request List	1
Delivery Period:	3 Year/s		
Client Agency:		Date Published	02/04/2024
Contact Person:	Andrea Calderon Ladores BAC Secretariat Manila Manila Metro Manila	Last Updated / Time	02/04/2024 00:00 AM
	Philippines 1004 63-02-53023978	Closing Date / Time	11/04/2024 12:00 PM
	aladores@amlc.gov.ph		

Created by Andrea Calderon Ladores

Date Created 01/04/2024

Please see attached Terms of Reference.

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Republic of the Philippines ANTI-MONEY LAUNDERING COUNCIL

REQUEST FOR QUOTATION

Date: 02 April 2024 **RFQ No.:** 24-002-02

Gentlemen:

The Anti-Money Laundering Council (AMLC), through its Bids and Awards Committee (BAC), intends to procure the One Lot Multi-Year Maintenance and Support of Active Devices (Components of Structured Cabling Project 2018) through Section 53.9 (Negotiated Procurement – Small Value Procurement) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Please quote your **best offer** for the item/s described herein, subject to the Terms and Conditions and complete submission of documentary requirements provided under the attached Terms of Reference.

Submit your quotation duly signed by you or your duly authorized representative **not later than the deadline on 11 April 2024 at 12:00NN.**

For any clarification, you may email us at kpangilinan@amlc.gov.ph

Keyan A. PangilinanAccount Officer

TERMS OF REFERENCE

One Lot Multi-Year Maintenance and Support of Active Devices (Components of Structured Cabling Project 2018) (Purchase Request No. 24-002)

BRIEF DESCRIPTION

This project is for the procurement of the Multi-Year Maintenance and Support of Active Devices (Components of Structured Cabling Project 2018) of the AMLC.

Approved Budget

The Approved Budget for the Contract (ABC) is Php233,000.00

ABC broken down as follows:

Year	ABC/Year	
Year 1 (2024)	Php77,667.00	
Year 2 (2025)	Php77,667.00	
Year 3 (2026)	Php77,666.00	
Total ABC	Php233,000.00	

Only the funding for the first year is assured. The funding for the second and third year shall depend on the availability of funds of the AMLC, as reflected in the succeeding APPs, as well as the result of the Performance Assessment on the goods/services provided by the winning bidder.

INSTRUCTIONS TO SUPPLIERS

Form of Quotation:

Suppliers¹ are required to submit its Quotation using the Prescribed Form (*See* Page 9-11) by the Anti-Money Laundering Council (AMLC).

Documentary Requirements:

The following documentary requirements should be submitted at the time of the submission of the Supplier's Quotation:

- Mayor's/Business Permit (BIR Certificate of Registration for individual supplier)
- PhilGEPS Registration Number/Certificate
- Omnibus Sworn Statement and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative [Use AMLC Prescribed Form] (See Pages 12-15); or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Supplier.

¹ Or Service Providers (for procurement of services).

Submission of Quotation:

Quotations may be submitted through electronic mail to:

Keyan A. Pangilinan Account Officer kpangilinan@amlc.gov.ph

Copy furnished:

Atty. Art Ryan P. Negapatan Head, BAC Secretariat anegapatan@amlc.gov.ph

GENERAL CONDITIONS

Quotation Price:

Supplier's quotation shall be inclusive of all costs, applicable tax, charges and other incidental expenses, including, but not limited to notarial expenses.

Quotation Validity Period:

Quotations shall be valid for 60 calendar days from receipt by the BAC Secretariat.

Delivery Period/Completion Period/Contract Period:

Delivery period shall be as follows:

Year	Delivery period
Year 1:	Within May 2024 and November 2024
Year 2:	Within May 2025 and November 2025
Year 3:	Within May 2026 and November 2026

Preventive maintenance schedule is subject to the approval of ETMG-ITSS representative.

Contract period shall be as follows:

Year	Contract Coverage
Year 1:	One year from receipt of purchase order (2024 to 2025)
Year 2:	One year shall commence the day after year 1 expiry (2025 to 2026)
Year 3:	One year shall commence the day after year 2 expiry (2026 to 2027)

Liquidated Damages:

- A delay by the Supplier in the full delivery of the goods/services shall render the Supplier liable for liquidated damages, which shall be deducted by the AMLC from each payment or total contract price in case of one-time payment.
- Liquidated damages shall be equal to one-tenth (1/10) of one percent (1%) of the total contract price for every day of delay.

Payment:

• The terms of payment shall be semi-annually as follows:

Payment Description		Completion Criteria	% of Payment
1	Maintenance Support Services for Semi-Annual 1 - Year 1	 After Semi-Annual maintenance coverage Conduct of semi-annual preventive maintenance and submission of Service Report Issuance by the AMLC of Certificate of Completion of Services Rendered 	50% of Maintenance Support Cost for Semi-Annual 1 - Year 1
	Maintenance Support Services for Semi-Annual 2 - Year 1	 After Semi-Annual maintenance coverage Conduct of semi-annual preventive maintenance and submission of Service Report Issuance by the AMLC of Certificate of Completion of Services Rendered 	50% of Maintenance Support Cost for Semi-Annual 2 - Year 1
3	Maintenance Support Services for Semi-Annual 1 - Year 2	 After Semi-Annual maintenance coverage Conduct of semi-annual preventive maintenance and submission of Service Report Issuance by the AMLC of Certificate of Completion of Services Rendered 	50% of Maintenance Support Cost for Semi-Annual 1 - Year 2
4	Maintenance Support Services for Semi-Annual 2 - Year 2	 After Semi-Annual maintenance coverage Conduct of semi-annual preventive maintenance and submission of Service Report Issuance by the AMLC of Certificate of Completion of Services Rendered 	50% of Maintenance Support Cost for Semi-Annual 2 - Year 2
5	Maintenance Support Services for Semi-Annual 1 - Year 3	 After Semi-Annual maintenance coverage Conduct of semi-annual preventive maintenance and submission of Service Report Issuance by the AMLC of Certificate of Completion of Services Rendered 	50% of Maintenance Support Cost for Semi-Annual 1 - Year 3

6	Maintenance	After Semi-Annual maintenance coverage	50% of
	Support	Conduct of semi-annual preventive	Maintenance
	Services for	maintenance and submission of Service	Support Cost for
	Semi-Annual 2	Report	Semi-Annual 2 -
	- Year 3	Issuance by the AMLC of Certificate of	Year 3
		Completion of Services Rendered	

- Payments shall be made only upon the issuance of the Inspection and Acceptance Report (IAR)² by the IAC.
- No payment shall be made for supplies and materials not yet delivered or services not yet rendered.
- The Supplier's request for payment shall be made in writing, accompanied by an invoice describing, as appropriate, the goods delivered and/or services performed, and by documents submitted pursuant, and upon fulfillment of other obligations stipulated in these Terms of Reference.
- Payments shall be made promptly by the AMLC within thirty (30) days from issuance of the IAR by the IAC.
- The currency in which payment is to be made shall be in Philippine Pesos.

Warranty:

- The Supplier warrants it has, and, at all times during the term of the service, will maintain the requisite personnel, competence, skill and resources necessary to provide the required services under these Terms of Reference. The Supplier also warrant that the services shall be performed in a workmanlike manner and in compliance with all applicable laws and regulations. The Supplier further warrants the availability of service, service parts and maintenance services, including repair services and preventative maintenance, during the term of the service. Additionally, the Supplier warrants that the services rendered is fit for the use for which it was intended.
- The obligation for the warranty shall be covered by a warranty security in the form of *retention money* in an amount equivalent to **five percent (5%)** of every progress payment, or total contract price in case of one-time payment.
- The AMLC shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within 7 days and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the AMLC. If the Supplier, having been notified, fails to remedy the defects within the period specified in the contract, the AMLC may proceed to call upon the warranty security, without prejudice to any other rights which it

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² Certificate of Acceptance (for Consultancy Services).

- may have against the Supplier under these Terms of Reference and under the applicable law.
- The warranty security shall only be released after the lapse of **one (1) year after issuance by the IAC of the CFA** of the delivered Goods.
- After the lapse of the period, and upon request by the Supplier, the AMLC shall release the warranty security, *Provided*, that the goods supplied are free from patent and latent defects and all conditions imposed under the Terms of Reference have been fully met.

TECHNICAL SPECIFICATIONS:

Item	Specification	Units	Delivery Schedule/
			Contract Coverage
1	3-Year Maintenance and Support of 2018 Active Devices such as:	1 Lot	Year 1: One year from receipt of Purchase Order (2024 to 2025)
	 A. Network Switches RG-S5750C-48GT4XS-H: S/N - G1M728Q003391 B. Network Switches RG-S5750C-28GT4XS-H - S/N - G1MW97J000499 C. Gigabit Switch RG-S2928G-EV3 Serial Numbers G1MQ9KN015816 G1MQ9KN011404 G1MQ9KN006381 D. Other peripherals such as fiber optic cable from 5th floor distribution switch to 6th floor access switch, uninterruptible power supplies (UPS), UPS batteries, AC power module, cables, fiber optic panels, and simple network management protocol (SNMP) cards. 		Year 2: One year shall commence the day after year 1 expiry (2025 to 2026) upon the approval of GAA FY 2025 Year 3: One year shall commence the day after year 2 expiry (2026 to 2027) upon the approval of GAA FY 2026
2	Service Level Agreement is 8x5 On-site Technical Support and Helpdesk Support.		
3	Shall repair the equipment using manufacturer certified or approved components, modules, or testing equipment's without additional cost to AMLC		
4	Shall provide service unit/s in case the unit is not repaired within 24 hours from the time service provider engineer arrived on the site.		

5	Must comply with the COVID-19 protocols, including swab test, if required, by the Bangko Sentral ng Pilipinas to gain entry in the AMLC premises and shall be coordinated with ITSS three (3) days before the intended service.	
6	The supplier shall provide a certification/service report of the condition of the active devices shall be provided if the unit is beyond repair.	
7	The supplier shall provide and conduct semi-annual preventive maintenance for the period of 3 years which includes the performance of routine maintenance activities in accordance with the instructions provided by the manufacturer of the equipment and shall provide repair services necessary to correct or repair any malfunction or failure of any of the equipment covered in this agreement.	Year 1: Within May 2024 and November 2024 Year 2: Within May 2025 and November 2025 Year 3: Within May 2026 and November 2026 Preventive maintenance schedule is subject to the approval of ETMG-ITSS representative.
8	Bidders must submit a current and valid Certification from the Product Manufacturer or Principal stating that the bidder/contractor is an authorized distributor/reseller/partner of active devices.	Bid submission

OTHER REQUIREMENTS/CONDITIONS (IF ANY):

Submittals during implementation stage:

• Submission of Vaccination ID and antigen test results if required, by the Bangko Sentral ng Pilipinas to gain entry in the AMLC premises and shall be coordinated with ITSS three (3) days before the intended service.

Performance Assessment:

At any time after the mid-point of the current year duration of the contract, the End-User shall evaluate the performance of the service provider based on the mandatory performance criteria provided below:

Performance Criteria	Weight (points)
Conformity to technical Requirements	25

II.	Timeliness in the Delivery of Services	25
III.	Behavior of Personnel (Courteous, Professional and	20
	knowledgeable)	
IV.	Response to Complaints	20
V.	Compliance with set office policies for such services	10
	Performance Rating	100

The service provider must attain at least a "Satisfactory" rating of 80 points as a condition to the continuous implementation of the succeeding year of the contract.

Suppletory Application of the Civil Code and the Procurement Law:

In the absence of express provision in these Terms of Reference, the mandatory provisions of the New Civil Code and the Government Procurement Reform Act shall have suppletory application in the contract between the AMLC and the winning Supplier.

The Purchase Order, together with the Purchase Request, these Terms of Reference, Supplier's Quotation, and Notice of Award, shall constitute the Agreement between the AMLC and the winning Supplier to which the contract will be awarded.

ALBERT N. PINEDA Bank Officer V ETMG-ITSS

QUOTATION FORM

Date:		
F	REO No · 24-02 -01	

To: BIDS AND AWARDS COMMITTEE

Anti-Money Laundering Council Room 507, 5/F, EDPC Building, BSP Complex Malate, Manila

Gentlemen:

Having examined the Request for Quotation, including the attached Terms of Reference (TOR), the receipt of which is hereby duly acknowledged, the undersigned, on behalf of the Supplier, offers the following Quotation:

One Lot Multi-Year Maintenance and Support of Active Devices (Components of			
Structured Cabling Project 2018)			
TECHNICAL SPECIFICATIONS / SCOPE OF WORK	YES	NO	REMARKS
3-Year Maintenance and Support of 2018 Active Devices such as:			
 Network Switches RG-S5750C- 48GT4XS-H: S/N - G1M728Q003391 Network Switches RG-S5750C- 28GT4XS-H - S/N - G1MW97J000499 			
 Gigabit Switch RG-S2928G-EV3 Serial Numbers G1MQ9KN015816 			
G1MQ9KN011404G1MQ9KN006381			
 Other peripherals such as fiber optic cable from 5th floor distribution switch to 6th floor access switch, uninterruptible power supplies (UPS), UPS batteries, AC power 			
module, cables, fiber optic panels, and simple network management protocol (SNMP) cards.			
Service Level Agreement is 8x5 On-site Technical Support and Helpdesk Support.			
3. Shall repair the equipment using manufacturer certified or approved components, modules, or testing equipment's without additional cost to AMLC			
 Shall provide service unit/s in case the unit is not repaired within 24 hours from the time service provider engineer arrived on the site. 			

5.	Must comply with the COVID-19 protocols, including swab test, if required, by the Bangko Sentral ng Pilipinas to gain entry in the AMLC premises and shall be coordinated with ITSS three (3) days before the intended service.		
6.	The supplier shall provide a certification/service report of the condition of the active devices shall be provided if the unit is beyond repair.		
7.	The supplier shall provide and conduct semi- annual preventive maintenance for the period of 3 years which includes the performance of routine maintenance activities in accordance with the instructions provided by the manufacturer of the equipment and shall provide repair services necessary to correct or repair any malfunction or failure of any of the equipment covered in this agreement.		
8.	Bidders must submit a current and valid Certification from the Product Manufacturer or Principal stating that the bidder/contractor is an authorized distributor/reseller/partner of active devices.		

FINANCIAL OFFER:

Terms of Payment:
Payment shall be made through Land Bank's LDDAP-ADA/Bank Transfer facility, within thirty (30) days after Submission of Billing and User Acceptance of the product. Bank Transfer fee shall be charged against the creditor's account.
Payment Details:
Banking Institution:
Account Number:
Account Name:
Branch:

Please quote your <u>best offer</u> for the item/s below. Please do not leave any blank items. Indicate "0" if item being offered is for free.

One Lot Multi-Year Maintenance and Support of Active Devices (Components of Structured Cabling Project 2018)

	T	OTAL OF	FERED	UOTATION		
In Words:						
						
						
In Figures	:					
						_
2026						
Total						_
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Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF) S.S

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN 	WITNESS	WHEREOF , I _, Philippines.	have	hereunto	set	my	hand	this		day	of		20	_ at
													_	
				Bidd	er's I	Repr	esenta	tive/	٩uth	orize	d Si	gnato	ry	

SUBSCRIBED AN	ID SWORN	to befor	e me	on _			at
		hilippines.	Affiant/s	is/are	personally	known to r	ne and
was/were identifie	ed by me thro	ough compe	tent evid	lence of	identity as	defined in th	ne 2004
Rules on Notarial F	ractice (A.M.	No. 02-8-13	-SC). Affia	ant/s exh	nibited to m	e his/her [ins	ert type
of government ide	entification ca	rd used], w	ith his/h	er photo	ograph and	signature ap	pearing
thereon, with No.			and	his/her	Communit	y Tax Certific	ate No.
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Book No. []							
Series of 2024							

Secretary's Certificate

	, of legal age, [single/married], Filipino and with address at after g sworn in accordance with law, do hereby CERTIFY that:
1.	I am the incumbent and duly designated Corporate Secretary of [business/company name] , organized and existing in accordance with law, with principal office address at [business/company address] ;
2.	As Corporate Secretary, I am the custodian of the corporate books and records, including the Minutes of Meetings and Resolutions of the Board of Directors;
3.	The Board of Directors issued Board Resolution No dated, authorizing Mr./Ms. [name of representative], whose signature and initial appears below, to have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the Anti-Money Laundering Council;
	Signature of Representative Initial of Representative
4.	That the above-cited authorization has not been amended, modified and/or superseded and is therefore still in full force and effect;
5.	This certification is being issued to attest to the truth of the foregoing.
IN W	TNESS WHEREOF, I/We have hereunto set my/our hand/s on at
	Corporate Secretary
was/were in Rules on No of governm	Philippines. Affiant/s is/are personally known to me and dentified by me through competent evidence of identity as defined in the 2004 tarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type ent identification card used], with his/her photograph and signature appearing th No and his/her Community Tax Certificate No issued on
Wit	ness my hand and seal on
Doc. No. [Page No. [Book No. [NOTARY PUBLIC]]
Series of 20	24

PURCHASE ORDER

Procuring Entity: ANTI-MONEY LAUNDERING COUNCIL (AMLC)								
Supplier:			P.O. No.:					
Supplier's A	Address:		P.O. Date:					
Tax Identifi	cation Numb	per (TIN):	Mode of Procurem	ent:				
Gentlemen	:							
Please deliv	er this Office	e the articles subject of this Purc	hase Order	. This Purchase Orde	r. together with the			
		ns of Reference, Supplier's Que			· -			
	•	MLC and the Supplier.	,	,				
Place of De				Delivery Date:				
	y Laundering							
	F EDPC Build							
•	tral ng Pilipir	nas Complex						
A. Mabini S	treet							
Malate 100	4, Manila, Ph	ilippines						
Comtost Do								
	rson:							
Contact No				Da				
Delivery Te	rm:			Payment Term:				
				Within 30 days from issuance of the				
			1	Inspection and Acceptance Report				
Stock No.	Unit	Description	Quantity	Unit Cost	Amount			
				(in PHP)	(in PHP)			
Total Amou	int* in Words	5:		(*inclusive of 12% VAT and other				
				incidental expenses)				
Liquidated	Damages: In	case of failure to make the full	delivery wi	thin the time specific	ed above, a penalty			
of one-tent	h (1/10) of o	ne percent (1%) of the total con	tract price f	for every day of delay	y shall be imposed.			
Order Appr	oved:			thin the time specified above, a penalty for every day of delay shall be imposed. Date:				
	M	ATTHEW M. DAVID						
		Executive Director						
Supplier's (Date:				
		ted Name of Supplier's Represen	tative]					
Fund Cluste								
ORS/BURS		ORS/BURS Date:		Amount: PHP				
Certified by	/ :			Date:				
	N/1 A	LIZA RACHELLE C. CRUZ						
	iviariager	, Financial Services Division						