



SUPPLY AND DELIVERY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

QUEZON CITY GOVERNMENT, a public corporation existing under the laws of the Philippines, with office at Quezon City Hall Compound, Elliptical Road, Diliman, Quezon City, Metro Manila, represented herein by the Honorable **MA. JOSEFINA G. BELMONTE**, in her capacity as City Mayor, and hereinafter referred to as the "CITY".

-and -

PANPISCO TECHNOLOGIES, INC., a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at Unit 701 Richmond Plaza, 21 San Miguel Ave., Ortigas Center, Pasig City hereinafter referred to as "PTI".

-in joint venture with-

HANCOM SPI, INC., a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at Lot 2 B3 Phase 1-B, FPIP-SEZ Brgy. Pantay Bata, Tanauan Batangas City, hereinafter referred to as the "HANCOM".

The Joint Venture of PTI and HANCOM is duly represented by its Authorized Representative, **MR. JAIME R. MATEO**, and is hereinafter referred to as "SUPPLIER".

(CITY and SUPPLIER may be referred to individually as a "Party" and collectively, as "Parties.")

- RECITAL -

WHEREAS, on 30 September 2021, the Bids and Awards Committee-Goods and Services conducted a public competitive bidding for the Procurement of Self-Contained Breathing Apparatus under Project No. CMO-21-SOP-338 (the "Project");

WHEREAS, the SUPPLIER participated in the competitive bidding and was declared to be the Single Bid as Read;

WHEREAS, the SUPPLIER passed both the detailed evaluation and post qualification stages, and was declared as the Single Calculated and Responsive Bid;

WHEREAS, on NOV 19 2021, the Notice of Award was issued to the SUPPLIER;



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



2110115

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and undertakings hereinafter provided, the parties hereto agree, as they have hereby agreed, as follows:

Section 1. *Deliverables*. Pursuant to and in accordance with the Contract Documents provided herein, the **SUPPLIER** undertakes to deliver to the **CITY** the scope of work required by the Project, the technical specifications of which are defined under Section VII. Technical Specifications of the Bidding Documents and the Terms of Reference.

Section 2. *Contract Documents*. The following documents shall be read and deemed incorporated in this Agreement, viz.:

- (a) Invitation to Bid;
- (b) Instruction to Bidders;
- (c) Bid Data Sheet;
- (d) General Conditions of Contract;
- (e) Special Conditions of Contract;
- (f) Schedule of Requirements;
- (g) Technical Specifications;
- (h) Terms of Reference
- (i) Notice of Award;
- (j) Bid Form;
- (k) Schedule of Prices;
- (l) Certificate of Availability of Fund (CAF);
- (m) Performance Security; and
- (n) Notice to Proceed.

The documents mentioned above shall be collectively referred to as "Contract Documents".

Section 3. *Delivery Schedule*. The **SUPPLIER** shall deliver to the **CITY** the required deliverables within forty-five (45) calendar days from receipt of the Notice to Proceed to commence on NOV 23 2021 and to end on JAN 07 2022.

Section 4. *Contract Price*. In consideration of the complete and faithful delivery of the deliverables defined herein and the performance of any and all obligations of the **SUPPLIER** under this Agreement, the **SUPPLIER** shall be paid the total amount of **Seventeen Million Five Hundred Forty Five Thousand Pesos (Php17,545,000.00)** inclusive of the 12% Value Added Tax (VAT) (the "Contract Price").

The processing of payments will entail the approval by the **CITY** of the **SUPPLIER's** complete documentation and deliverables before invoices may be processed for payment. The **CITY** likewise reserves the right to validate billing/invoice before payment of fees.

Section 5. *Price Adjustment*. The Contract Price shall be fixed and there shall be no price adjustment and escalation for the duration of the Agreement until and unless there exists an extraordinary circumstance as may be determined by the National Economic Development Authority that may warrant an increase of the Contract Price in accordance with Section 61 of the Implementing Rules and Regulations of RA 9184, otherwise known as the Government Procurement Reform Act.



Section 6. Penalties. The **SUPPLIER** shall be liable for penalty for any breach of contract under all applicable laws, issuances and regulations.

Section 7. Liquidated Damages. It is understood and agreed that time is of the essence of this Agreement. In the event the **SUPPLIER** refuses or fails to completely supply and deliver to the **CITY** the requirements for the **Project** defined herein within the delivery schedule provided under Section 3 hereof at no fault of the **CITY**, the **SUPPLIER** shall be liable for liquidated damages in the amount equivalent to one tenth of one percent (1/10 of 1%) of the Contract Price for every day of delay until the Project is completely delivered: *Provided*, that, the total cumulative amount of liquidated damages shall not exceed ten percent (10%) of the Contract Price: *Provided*, further, that, once the cumulative amount of liquidated damages exceeds ten percent (10%) as provided herein, the **CITY**, in accordance with Section 68 of the IRR of R.A. 9184, may rescind or terminate this Agreement without prejudice to other remedies and other courses of action available to the **CITY** under this Agreement and pursuant to any and all applicable laws.

Section 8. Authority to Deduct Liquidated Damages. For purposes of assessment and enforcement of the liquidated damages provided under Section 8 hereof, the **CITY**, upon written notice to the **SUPPLIER**, is hereby authorized to deduct any amount due as liquidated damages from any amount due or may become due and owing to the **SUPPLIER** or from any and all bonds or securities posted by the **SUPPLIER** in favor of the **CITY**, at the option of the latter. It is hereby agreed and understood that the assessment of liquidated damages are cumulative and not alternative remedies of the **CITY** under this Agreement.

Section 9. Representations and Warranties of the Supplier. The **SUPPLIER** hereby represents and warrants to the **CITY** as follows:

a. The **SUPPLIER** is an entity duly organized, validly existing and in good standing under the laws of the Republic of the Philippines.

b. The **SUPPLIER** has full legal right, power and authority to carry on its present business, to own its properties and assets, and to execute and deliver this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, and to perform and observe the terms and conditions thereof.

c. All appropriate and necessary corporate and legal actions have been taken by it to authorize the execution and delivery of this Agreement, and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of all provisions, conditions, covenants, and other terms hereof and thereof, as well as all the transactions contemplated herein.

d. This Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, constitute, or when executed and delivered pursuant thereto, will constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.

e. The execution and delivery of this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of its obligations hereunder will not:



- i. conflict with its Articles of Incorporation, By-Laws or other constitutive documents, as may be applicable;
- ii. conflict with, result in the breach of, or constitute an event which would either immediately or with the lapse of time or giving of notice or both, result in a default under, or accelerate the performance required by, the terms of any agreement, document, contract, instrument or commitment to which it is a party or by which it or any of its assets is bound;
- iii. conflict with or require any written consent or approval under any judgment, order, writ, decree, permit or license to which it is a party or by which any of its assets is bound; or
- iv. require the written consent or approval of any other party to any agreement, document, contract, instrument or commitment to which it is a party or by which any of its assets is bound.
- f. There are no actions, suits or proceedings existing, pending or, threatened against or directly affecting the **SUPPLIER** and/or any of its assets before any court, arbitrator or governmental or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect the ability of the **SUPPLIER** to perform its obligations hereunder.
- g. No event has occurred and is continuing which might materially and adversely affect the carrying out of its obligations under this Agreement.
- h. It is in compliance with all applicable laws and regulations in connection with the delivery of the Project.
- i. Each of the representations and warranties herein shall survive the execution of this Agreement and shall be deemed repeated during the effectivity of this Agreement.

Section 10. Indemnification. The **SUPPLIER** shall indemnify and save the **CITY** and all its officers, employees, personnel and persons acting as agents or representatives and render them free and harmless from any and all claims, actions, liabilities, losses and suits which may be brought or instituted against them arising out of or resulting from the **SUPPLIER's** supply, delivery and performance of its obligations under this Agreement.

Section 11. Events of Default of the Supplier. Any of the following shall constitute an Event of Default under this Agreement:

- a. When the **SUPPLIER** becomes insolvent, or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against the **SUPPLIER**, in any bankruptcy, insolvency, administration, suspension of payment, reorganization, winding-up or liquidation proceeding, or any other proceeding analogous in purpose and effect; (ii) the making of an assignment by the **SUPPLIER** for the benefit of its creditors; (iii) the admission in writing by the **SUPPLIER** of its inability to pay its debts; (iv) the entry of any order of judgment of any competent court, tribunal or administrative agency or body confirming the bankruptcy or insolvency of the **SUPPLIER** or approving its reorganization, winding-up or liquidation, or (v) the lawful appointment of a receiver or trustee to take possession of the properties of the **SUPPLIER**;



b. When the **SUPPLIER** suspends or discontinues all or a substantial portion of its business operations, whether voluntarily or involuntarily, for a period of at least sixty (60) days;

c. Any material breach by the **SUPPLIER** of any of its warranty, representation or covenant made under this Agreement.

Section 12. Consequences of Default. Upon occurrence of any Events of Default under this Agreement, the **CITY** may declare the **SUPPLIER** in default and shall have the right to:

- a. Terminate this Agreement;
- b. Call on the Performance Security to answer for any and all damages of whatever nature suffered by the **CITY** resulting or arising from the **SUPPLIER's** default; and
- c. Take such other steps or actions against the **SUPPLIER** for the full protection and enforcement of the **CITY's** rights and interests.

Section 13. Compliance with Laws, Ordinances and Regulations. The **SUPPLIER** shall comply with any and all laws, ordinances and regulations of the national and local government applicable to or binding upon the parties hereto. For this purpose, any and all pertinent provisions of RA 9184 and its IRR, and other applicable laws and regulations are deemed written and incorporated in this Agreement. In case of conflict between any of the provisions of this Agreement and those of the applicable laws and regulations, the latter shall prevail.

Section 14. Indemnities and Attorney's Fees. Should any of the parties resort to court action in order to enforce their respective rights under this Agreement, the prevailing party or its successors-in-interest shall be entitled to be indemnified by the other party by way of attorney's fees, a reasonable sum equivalent to the actual amount of fees paid or to be paid by the prevailing party.

Section 15. Notification. All notices and communications shall be done in writing and shall be directed as follows:

CITY	:	OFFICE OF THE CITY MAYOR c/o Bids and Awards Committee Secretariat 2 nd Floor Finance Bldg, Quezon City Hall Complex, Elliptical Road, Diliman, Quezon City
SUPPLIER	:	PANPISCO TECHNOLOGIES, INC. JOINT VENTURE HANCOM SPL INC. Unit 701 Richmond Plaza, 21 San Miguel Ave., Ortigas Center, Pasig City

Section 16. Effectivity. This Agreement shall be effective upon execution by the parties hereto.

MA. JOSEFINA G. BELMONTE
City Mayor

JAIME R. MATEO
Authorized Representative



Section 17. Miscellaneous Provisions.

a. This Agreement, including the documents and/or agreements specifically incorporated herein by reference, constitutes the entire agreement between the parties. This Agreement may be amended and supplemented in writing at any time as decided and agreed upon by mutual consent of the parties.

b. This Agreement and all documents related thereto shall be binding upon and inure to the benefit of the parties herein and/or their respective heirs, agents, representatives, successors-in-interest, and assigns. The **SUPPLIER** shall not assign its rights and obligations under this Agreement without the written consent of the **CITY**.

c. This Agreement embodies the entire arrangement or agreement of the parties and no undertaking, verbal or otherwise, in relation thereto, shall exist between the parties except as herein expressly set forth.

d. The parties hereby certify that they have read or caused to be read to them all the provisions of the foregoing Agreement, receipt of a signed copy of which is hereby expressly acknowledged by the parties and that they have fully understood the same.

e. The parties hereby represent and warrant that they have the necessary power and corporate authority to execute and deliver this Agreement and perform their obligations as incorporated herein and that such execution, delivery and performance do not and will not contravene any provision of their respective Articles of Incorporation, by-laws, any agreements or instruments to which they are a party or any laws or regulations of any governmental authority.

f. If any provision of this Agreement be declared by any court or other authorized agency of the government to be null and void, the nullity thereof shall not affect the validity of this transaction or any other provisions herein which shall then be considered as valid and binding between the parties.

g. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration in the Philippines according to the provisions of RA 876, otherwise known as the "Arbitration Law" and RA 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided, that, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement on ____ day of NOV 23 2021, at Quezon City, Philippines

QUEZON CITY GOVERNMENT

PANPISCO TECHNOLOGIES,
INC. JOINT VENTURE
HANCOM SPI, INC.

By:

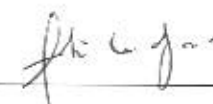
By:

MA. JOSEFINA G. BELMONTE
City Mayor

JAIME R. MATEO
Authorized Representative

SIGNED IN THE PRESENCE OF:


RUBY G. MANANGU
City Accountant





Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



PO Number **2110115**

Purchase Order Date: NOV 18 2021

Procuring Unit	: OFFICE OF THE CITY MAYOR	Project Number	: CMO-21-SOP-338
Company Name	: PANPISCO TECHNOLOGIES, INC. JOINT VENTURE WITH HANGCOM SPI. INC.	Mode of Procurement	: Public Bidding
Address	: U-701 Richmond Plaza, San Miguel Avenue, Ortigas Center San Antonio, Pasig City	Resolution No.	: 21-PB-308
Business Type	: Corporation Registration #CS200403213/ CS201323153	TIN Number	: 229-796-842-000/ 008-671-339-000
		Contact Number	:

Sir/Madam:

Please furnish this office the following articles subject to the terms and conditions contained here:

Place of Delivery : CGSD Central Warehouse

Delivery Schedule : Forty-Five (45) Calendar Days

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	<p>component units of SCBA set from the date of acceptance.</p> <p>c. Repair Service or Similar facilities shall be provided in the country for servicing the SCBA.</p> <p>d. Annual preventive maintenance service (After-Sales program required.</p> <p>With attached Terms of Reference which will form an integral part of the Purchase Order</p> <p>***** Nothing Follows *****</p>				

Total Amount : 17,545,000.00

Total Amount In Words (Pesos): Seventeen Million Five Hundred Forty-Five Thousand Pesos Only

MA. JOSEFINA G. BELMONTE
City Mayor

Jaime R. Montes / 11/23/21
Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU
City Accountant



OBR : 100-2021-11-12596
PR Amount : 18,000,000.00



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



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Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	SELF-CONTAINED BREATHING APPARATUS - HS 680A 1. GAS CYLINDER AND MASK ASSEMBLY * Gas cylinder shall be made of carbon high strength composite materials with reinforcement of multi-layered over-wrap. * Shall be light-weight for compressed air. * Minimum water volume capacity of 9.0 liters. * Minimum rated charge of filling pressure of 300 bar (4500 psi). * Total service time shall be 60 minutes at the normal breathing rate of 40 liters per minute. * The total uncharged weight with valve shall be not more than 6 0kg. (Note; hydrostatic test report for cylinder shall be provided by an independent third-party testing facility) * Inline Valve with Pressure Indicator (PSI or BAR) and DIN 300 outlet. * Cylinder valve equipped with excess flow valve. * Ambidextrously operable. 2. FACEMASK ASSEMBLY * Facemask shall be made of EPDM, Silicone or higher materials equipped with a perspiration drain to avoid skin irritation. * Facemask shall cover the user's eyes, nose, mouth and chin. * Shall be adaptable to various sizes or one-size fits all. * Visor shall be made of a scratch, shock and heat resistant polycarbonate material. * Visor shall have a wide angle vision. * Equipped with an ambient air hatch allowing users to switch ambient air without removing demand valve. * Equipped with speech device * Integrated Inner Piece shall be provided. * Shall be integrated with 2-way radio communication, ear speaker	set	100	175,450.00	17,545,000.00

MA. JOSEFINA G. BELMONTE
City Mayor

Jaine N. Mateo / 11/23/21
Signature Over Printed Name of Supplier / Date

Funds Available:

Ruby G. Manangu
RUBY G. MANANGU
City Accountant

OBR :

PR Amount : 18,000,000.00



Republic of the Philippines
PROCUREMENT DEPARTMENT
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	and Push To Talk device with the following minimal requirements: - Weight less than 1.1kg (excluding radio system) - Integrated communication device shall be compatible with the current BFP Radio device. 3. PRESSURE DEMAND VALVE * Shall be of positive pressure type quick-fit and quick disconnect type of connection. * "First Breath" actuation/activation equipped bypass device. * First Breath actuation pressure: $-200 \pm 50\text{mmH}_2\text{O}$ (20 + 5 millibars) * Peak Flow Performance: 400 l/min \pm 10% * Bypass Flow: 60 l/min - 300 l/min/ * Static positive pressure shall not exceed 5 millibars. 4. PRESSURE VALVE AND INDICATOR * PRESSURE REDUCING VALVE shall be of a non-adjustable spring-loaded piston mechanism. * Pressure reducing valve shall operate properly on both 200 bar or 300 bar cylinders. * Pressure indicator shall be either in PSI or BAR or both. * Pressure indicator shall have luminous display. * Pressure indicator shall be shoulder strap mounted and transferable. * Pressure indicator shall be provided with scratch protection 5. ALARM AND WARNING DEVICE * It shall be equipped with warning device that will trigger an alarm at 55 bar (820 psi) +5 bar having an auditory strength at least 90 dBA within 1.0m distance.				

MA. JOSEFINA G. BELMONTE
City Mayor

Daime W. Mateo / 11/23/21
Signature Over Printed Name of Supplier / Date

Funds Available:

Ruby G. Manangu
RUBY G. MANANGU
City Accountant

OBR :

PR Amount : 18,000,000.00



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Sir/Madam:

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Delivery Schedule : Forty-Five (45) Calendar Days

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	<p>6. FRAMES</p> <ul style="list-style-type: none">* It shall be ergonomically designed to provide optimal load balance, ease of movement for comfort.* Frames shall be made of non-flammable or flame proof, non-static, non-conductive, light weight, and high-strength or composite materials. <p>7. HARNESS</p> <ul style="list-style-type: none">* Shall be made of flame-resistant fabric (harness, back pad, band/strap and belt)* Multi-adjustments wrap-around with cylinders straps and safety lock provision allowing for a quick pull forward action for easy donning and doffing, and in transit adjustment.* Wide lumbar or waist pad shall be self-adjustable and swiveling in 8-way movements for optimal weight distribution and unhindered movement. <p>8. HOSE BUCKLES AND OTHER ACCESSORIES</p> <ul style="list-style-type: none">* Hose shall be made of non-flammable or flame-proof, acid resistant and reinforced materials* Buckles and other accessories shall be made of stainless steel or non-corrosive types shall be free of rough spots, burns and sharpest edges. (All hardware such as but not limited to brackets and snaps on either fastener of SCBA or any accessories).* Any accessories attached to SCBA shall not interfere with the functions of the SCBA or with the function of any SCBA's components/parts. <p>9. LABELS AND MARKINGS</p> <p>All labels and markings shall be in accordance with the referral standard used in the design and construction of SCBA including all</p>				

MA. JOSEFINA G. BELMONTE
City Mayor

Jaime M. Mateo / 11/23/21
Signature Over Printed Name of Supplier / Date

Funds Available:

Ruby G. Manangu
RUBY G. MANANGU
City Accountant

OBR :

PR Amount : 18,000,000.00



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Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	<p>its components Symbols and other pictorial graphic representations shall be permitted to be used to supplement worded statement on the product label(s). All letters and number shall be at least 1.5mm high.</p> <ul style="list-style-type: none">* Breathing apparatus* Face mask* Cylinder <p>i. Specification to which the cylinder is compliant;</p> <p>ii. Operating temperature range;</p> <p>iii. Empty weight;</p> <p>iv. Cylinder thread;</p> <p>v. Maximum fill pressure (operating pressure);</p> <p>vi. Recommended valve installation torque;</p> <p>vii. Part number and serial number;</p> <p>viii. Hydrostatic test pressure</p> <p>ix. Maximum developed pressure at maximum operating temperature;</p> <p>x. Cylinder expiration date;</p> <p>xi. Original date of manufacture (First Hydro test date);</p> <p>xii. Compliance mark and inspecting body identification number; and</p> <p>xiii. Shall bear visible permanent markings carrying the word "BFP"</p> <p>10. ACCESSORIES</p> <ul style="list-style-type: none">* One (1) Carrying Case. <p>Statement of Warranty and After-Sales:</p> <p>a. Five (5) years warranty for SCBA Cylinders from the date of acceptance.</p> <p>b. One (1) year warranty on other SCBA accessories parts and</p>				

MA. JOSEFINA G. BELMONTE
City Mayor

Jaime R. Mateo / 11/23/21
Signature Over Printed Name of Supplier / Date

Funds Available:

Ruby G. Manangu
RUBY G. MANANGU
City Accountant

OBR :

PR Amount : 18,000,000.00

TERMS AND CONDITIONS

1. ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF RECEIPT.
2. AWARDEE shall be responsible for the source(s) of its supplies/materials/equipment and shall make deliveries in accordance with the schedule, quality and specification of the award and purchase order. Failure by the AWARDEE to comply with the same shall be a ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the ALTERNATE AWARDEE.
3. AWARDEE shall pick up purchase order(s) issued in its favor within three (3) days after receipt of notice to that effect. A telephone call, fax transmission or electronic mail (e-mail) shall constitute an official notice to the AWARDEE. Thereafter, if the purchase order(s) remains unclaimed, the said purchase order(s) shall be sent by mailing or courier, messengerial service to the AWARDEE. To avoid delay in the delivery of the requesting end-user's requirement, all DEFAULTING AWARDEES shall be precluded from proposing or submitting a substitute sample.
4. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but fails to deliver the required product(s) within the time called for in the same order, the delivery period may be extended a maximum of fifteen (15) calendar days under liquidated damages to make good the delivery. Thereafter, if AWARDEE has not completed the
5. delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance, withdrawn from that AWARDEE. The BAC-Goods and Services shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for its disqualification from future bids of the same items, without prejudice to the imposition of other sanction as prescribed under RA 9184 and its RIRR.
6. When the supplier fails to satisfactorily deliver goods/services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/services scheduled for delivery for everyday of delay until such goods/services are finally delivered and accepted by the procuring entity concerned.
7. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 4 hereof.
8. Supplier shall guarantee its deliveries to be free from defects. Any defective item(s)/product(s), therefore that maybe discovered by the **Quezon City Government** within three (3) months after acceptance of the same, shall be replaced by the supplier within seven (7) calendar days upon receipt of a written notice to that effect.
9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
10. As a pre-condition to payment, IMPORTANT DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to the **Quezon City Government**.
11. All transactions are subject to applicable withholding taxes in accordance with existing BIR rules and regulations.
12. Supplier shall furnish the End-user through the City General Services Department stockroom, the articles, described above;
13. The **Quezon City Government** reserves the right to accept or reject delivered articles if found not in conformity to the specifications, terms and conditions stipulated.
14. Provisions contained in Title VI, Book IV of the Civil Code of the Philippines on Sales are hereby incorporated and made as an Integral part hereof.
15. This contract shall also serve as **Notice to Proceed**, to take effect on NOV 23 2021 and to expire on -

CONFORME:

SIGNATURE OVER PRINTED NAME

IN THE CAPACITY OF

DATE

Duly authorized to sign this Purchase Order for and on behalf of Paraph Technology, Inc. JSA with HANSON SP1, Inc.

COMPANY NAME

SUBSCRIBED AND SWORN to before me this ___ day of _____, at _____, Philippines. Affiant personally known to me and were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiants exhibited to me his/her _____ with his/her photograph and signature appearing thereon with No. _____

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***This Purchase Order shall be deemed invalid without Notary Seal (for project amounting to Php2,500,000.00 and above only)