



**SUPPLY AND DELIVERY AGREEMENT**  
(Project No. EPWMD-21-EHSE-615)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

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

-and -

**MA. JOSEFINA G. BELMONTE**  
City Mayor

**TADCHEM MARKETING**, a proprietorship duly organized and existing under the laws of the Republic of the Philippines with office address at 4B VM Townhouse 9 De Febrero St. Pleasant Hills, Mandaluyong City, represented herein by its authorized representative **MR. EUGENIO N. BALISACAN** hereinafter referred to as the "SUPPLIER".

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

- RECITAL -

WHEREAS, the Bids and Awards Committee conducted a competitive bidding on 11 November 2021 for the **Procurement of Continuous Ambient Air Quality Monitoring Station for Quezon City** under Project No. EPWMD-21-EHSE-615 (the "Project").

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

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

WHEREAS, on JAN 18 2022, the Notice of Award was issued and the SUPPLIER;

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 specifications of which are defined under Section VII. Technical Specifications of the Bidding Documents and the Terms of Reference.

**EUGENIO N. BALISACAN**  
Authorized Representative



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) Supplemental Bid Bulletins, if any;
- (j) Notice of Award;
- (k) Bid Form;
- (l) Schedule of Prices;
- (m) Certificate of Availability of Fund (CAF); and
- (n) Performance Security;

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 a period of one (1) year from receipt of the Notice to Proceed to commence on JAN 27 2022 and to expire on JAN 25 2023 as follows:

EUGENIO N. BALISACAN  
Authorized Representative

MILESTONES	EXPECTED OUTPUT	DELIVERY SCHEDULE
Collaboration with End-User (EPWMD) <ul style="list-style-type: none"><li>• Siting and installation requirements</li><li>• Development of a Quality Assurance and Quality Control Protocol</li><li>• Calibration requirements</li></ul>	Inception Report	Until January 31, 2022
Supply, delivery and installation of the CAAQME as well as provision of necessary capacity building activities	Siting and Installation Report	Until April 30, 2022
Calibration of the CAAQME as well as provision of necessary capacity building activities	Calibration and Accuracy/Precision Report	Until June 13, 2022
Maintenance of the CAAQME and provision of the items indicated in No. 4 under the Project Scope of Work of the TOR along with the provision of necessary capacity building activities	Submission of Required Reports	Until end of Project Duration



Republic of the Philippines  
PROCUREMENT DEPARTMENT  
Quezon City Government



2112013

*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 Twelve Million Two Hundred Fifty-Two Thousand Nine Hundred Forty Pesos & 00/100 Only (P12,252,940.00), inclusive of the 12% Value Added Tax (VAT) (the "Contract Price").

*Section 5. Terms of Payment.* Payment to the SUPPLIER shall be based on the following schedule:

MILESTONES	PERCENTAGE BILLING (Based on Contract Price)
Upon submission of Inspection Report	15%
Upon submission of Siting and Inspection Report	40%
Upon submission of Calibration and Accuracy / Precision Report	35%
Upon submission of the reports as stated in No. 4 - Project Scope of Work of the TOR	10%
TOTAL	100%

MA. JOSEFINA G. BELMONTE  
City Mayor

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 6. 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 7. Standard of Performance.* The SUPPLIER shall, consistent with the TOR, perform the required services and carry out its obligations with all due diligence, efficiency and economy. It shall observe the highest degree of standards based on industry practice.

*Section 8. Penalties.* The SUPPLIER shall be liable for penalty for any breach of contract under all applicable laws, issuances and regulations.

*Section 9. 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

EUGENIO N. BALISACAN  
Authorized Representative



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 10. 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 11. 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.

EUGENIO N. BALISACAN  
Authorized Representative

MA. JOSEFINA G. BELMONTE  
City Mayor





Republic of the Philippines  
PROCUREMENT DEPARTMENT  
Quezon City Government



2112013

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 12. 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 13. 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 14. 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;

MA. JOSEFINA G. BELMONTE  
City Mayor

EUGENIO N. BALISACAN  
Authorized Representative



Republic of the Philippines  
PROCUREMENT DEPARTMENT  
Quezon City Government



2112013

- 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 15. 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.

MA. JOSEFINA G. BELMONTE  
City Mayor

*Section 16. 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 17. 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 <sup>nd</sup> Floor Finance Bldg, Quezon City Hall Complex, Elliptical Road, Diliman, Quezon City
SUPPLIER	:	TADCHEM MARKETING 4B VM Townhouse 9 De Febrero St. Pleasant Hills, Mandaluyong City,

*Section 18. Effectivity.* This Agreement shall be effective upon execution by the parties hereto.

EUGENIO N. BALISACAN  
Authorized Representative

*Section 19. 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.



Republic of the Philippines  
**PROCUREMENT DEPARTMENT**  
Quezon City Government



**2112013**

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.

MA. JOSEFINA *[Signature]* G. BELMONTE  
City Mayor

EUGENIO N. *[Signature]* BALISACAN  
Authorized Representative

IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement on    day of   JAN   27   2021, at Quezon City, Philippines

By: QUEZON CITY GOVERNMENT

By: TADCHEM MARKETING

MA. JOSEFINA *[Signature]* G. BELMONTE  
City Mayor

EUGENIO N. *[Signature]* BALISACAN  
Authorized Representative

SIGNED IN THE PRESENCE OF:

*[Signature]*  
RUBY G. MANANGU  
City Accountant  
City Accounting Department

\_\_\_\_\_



Republic of the Philippines  
PROCUREMENT DEPARTMENT  
Quezon City Government



2112013

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }  
QUEZON CITY } s. s.

BEFORE ME, a Notary Public for and in QUEZON CITY this JAN 27 2022, personally appeared:

Name	Competent Proof of Identity
HON. MA. JOSEFINA G. BELMONTE, in her capacity as Mayor of the Local Government of Quezon City	OCM - 608 7144
EUGENIO N. BALISACAN, in his capacity as the authorized representative of TADCHEM Marketing	• 601-17-002415 EXP 12-13-2031

MA. JOSEFINA G. BELMONTE  
City Mayor

all known to me and to me known to be the same persons who executed this Agreement, and they acknowledged to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the parties which they respectively represent.

I certify that the foregoing Agreement, signed by the parties and their instrumental witnesses, consists of eight (8) pages, including this page on which the acknowledgement is written.

WITNESS MY HAND AND SEAL on the date and place above-written.

Doc. No. 31;  
Page No. 13;  
Book No. 1;  
Series of 2022



ATTY. ARL P. LIM

Notary Public for Quezon City  
Notarial Commission: NP-176: 771421 to 1231122  
Roll No. 65268  
PTR No. 2445159: 1-5-22  
BP OR No. 197140: 1-7-22  
MCLE Compliance No. 6-0026661  
TIN: 329-392-954-000  
Address: 25 Matalino St., Brgy. Central, Quezon City

EUGENIO N. BALISACAN  
Authorized Representative





Republic of the Philippines  
**PROCUREMENT DEPARTMENT**  
Quezon City Government



PO Number  
**2112013**  
Purchase Order Date: **JAN 14 2022**

Procuring Unit	: ENVIRONMENTAL PROTECTION AND WASTE MANAGEMENT DEPARTMENT	Project Number	: EPWMD-21-EHSE-615
Company Name	: TADCHEM MARKETING	Mode of Procurement	: Public Bidding
Address	: 4B VM Townhouse 9 De Febrero St., Pleasant Hills, Mandaluyong City	Resolution No.	: 21-PB-384
Business Type	: Corporation	Registration#	: 04988975
		TIN Number	: 104-038-194-000
		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 :** Within One (1) Year

**Payment Term :** Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	The Service Provider must provide at least three (3) days comprehensive training program, with provision for additional training as requested, for the end-user (10 personnel) to equip them with the skills and capacity needed to comprehend the nature of the project, undertake the daily operation, periodic maintenance of the station, data handling, etc. (Please Refer To Annex A – Technical Specifications)  (With attached Terms of Reference which will form an integral part of this purchase order)  ***** Nothing Follows *****				
<b>Total Amount :</b>					<b>12,252,940.00</b>

**Total Amount In Words (Pesos):** Twelve Million Two Hundred Fifty-Two Thousand Nine Hundred Forty Pesos Only

**MA. JOSEFINA G. BELMONTE**  
City Mayor

**EUGENIO N. BALUSCAN** 27 Jan 2022  
Signature Over Printed Name of Supplier / Date

**Funds Available:**

**RUBY G. MANANGU**  
City Accountant



**OBR :** 100 - 2021 - 12 - 14576  
**PR Amount :** 15,960,000.00



Republic of the Philippines  
**PROCUREMENT DEPARTMENT**  
Quezon City Government



PO Number  
**2112013**  
Purchase Order Date: **JAN 12 2022**

Procuring Unit	: ENVIRONMENTAL PROTECTION AND WASTE MANAGEMENT	Project Number	: EPWMD-21-EHSE-615
Company Name	: TADCHEM MARKETING	Mode of Procurement	: Public Bidding
Address	: 4B VM Townhouse 9 De Febrero St., Pleasant Hills, Mandaluyong City	Resolution No.	: 21-PB-384
Business Type	: Corporation	Registration#	: 04988975
		TIN Number	: 104-038-194-000
		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  
**Payment Term :** Credit

**Delivery Schedule :** Within One (1) Year

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	CONTINUOUS AMBIENT AIR QUALITY MONITORING STATION FOR QUEZON CITY	Unit	1	12,252,940.00	12,252,940.00
	<b>PROJECT SCOPE OF WORK</b> The following are the minimum activities to be undertaken for this Project: 1. Collaborate with the Quezon City EPWMD regarding the siting requirements and installation of the CAAQME as well as on the development of a Quality Assurance and Quality Check (QA/QC) protocol and calibration requirements; 2. Supply, deliver, install, calibrate and maintain the CAAQME in accordance with the specifications provided (Annex A – Technical Specifications of the AQM Sensors); 3. Conduct necessary capacity building activities for Quezon City personnel; 4. Provide the following during the Project duration: a) An Air Quality Data Acquisition and Handling System (DAHS), inclusive of hardware and software subscription, to the Quezon City EPWMD preferably through fiber optic connection, wireless fidelity connection (WiFi) or analog adapters, as the case may be. b) Submit air quality monitoring data for PM10, PM2.5, NO2, and meteorological data with at least 75% Data Capture Rate. c) Monthly report disclosing the frequency of maintenance conducted, calibration undertaken, precision test, and corrective measures implemented, among others. d) Provide real-time transmission of air quality data from the CAAQME to Quezon City EPWMD through an online dashboard and/or an Application Programming Interface (API) to the EPWMD servers or website and with daily/monthly data summary emails.				

**MA. JOSEFINA G. BELMONTE**  
City Mayor

**EUGENIO P. BALUSCAN** 27 Jan 2022  
Signature Over Printed Name of Supplier / Date

**Funds Available:**  
**RUBY G. MANANGU**  
City Accountant

**OBR :**  
**PR Amount :** 15,960,000.00



Republic of the Philippines  
**PROCUREMENT DEPARTMENT**  
Quezon City Government



PO Number  
**2112013**  
Purchase Order Date: JAN 14 2022

Procuring Unit	: ENVIRONMENTAL PROTECTION AND WASTE MANAGEMENT DEPARTMENT	Project Number	: EPWMD-21-EHSE-615
Company Name	: TADCHEM MARKETING	Mode of Procurement	: Public Bidding
Address	: 4B VM Townhouse 9 De Febrero St., Pleasant Hills, Mandaluyong City	Resolution No.	: 21-PB-384
Business Type	: Corporation	Registration#	: 04988975
		TIN Number	: 104-038-194-000
		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 : Within One (1) Year

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	e) All operational expenses relative to the installation, operation and maintenance of the AQM sensors, including but not limited to the following: electricity bills, internet/mobile data bills, consumables, filters, calibration and other maintenance costs, a monthly detailed list of which must be submitted to the EPWMD				
	f) Standby and emergency in-house personnel to immediately conduct service maintenance or troubleshoot the CAAQME to mitigate loss operation time;				
	g) Standby, ready-to-deploy CAAQME, of the same specification, at the expense of the Service Provider, in times of prolonged downtime of the CAAQME;				
	5. Minimum of one (1) year warranty period which shall cover removal, replacement, or repair of the CAAQME and accessories;				
	Technical Specifications: MONITORING EQUIPMENT				
	1. Equipment should have mitigation measures for vibration, anti-corrosion, electricity fluctuation/anti-lightening measures, anti-tilling, ease of access for maintenance works, and weather protection.				
	2. Should have an Automated Weather Station for measuring temperature, relative humidity, wind speed, wind direction, and rainfall;				
	3. Provision of hardware and software for monitoring purposes (software application/database; File Transfer Protocol (FTP) data export or other data management systems at no subscription cost all throughout the duration of the contract;				

MA. JOSEFINA G. BELMONTE  
City Mayor

EUGENIO D. BACURAN 27 Jan 2022  
Signature Over Printed Name of Supplier / Date

Funds Available:

*Manana*  
RUBY G. MANANGU  
City Accountant

OBR :  
PR Amount : 15,960,000.00



Republic of the Philippines  
**PROCUREMENT DEPARTMENT**  
Quezon City Government



PO Number  
**2112013**  
Purchase Order Date: **JAN 14 2012**

Procuring Unit	: ENVIRONMENTAL PROTECTION AND WASTE MANAGEMENT DEPARTMENT	Project Number	: EPWMD-21-EHSE-615
Company Name	: TADCHEM MARKETING	Mode of Procurement	: Public Bidding
Address	: 4B VM Townhouse 9 De Febrero St., Pleasant Hills, Mandaluyong City	Resolution No.	: 21-PB-384
Business Type	: Corporation	Registration#	: 04988975
		TIN Number	: 104-038-194-000
		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 : Within One (1) Year

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	4. Provision of user account credentials to remotely access the system and application;				
	5. Provision for the installation of a physical facility for the storage, with ready to connect power supply, uninterruptible power source, as well as an air conditioning system;				
	6. Inventory of spare parts and consumables expected, readily available upon equipment malfunction/maintenance;				
	7. Schedule of Periodic Service Maintenance and reliability for urgent, emergency repairs.				
	CONTINUOUS AMBIENT AIR ANALYZERS				
	General Specifications				
	PARTICULATE MATTER 10 ANALYZER (1 unit)				
	1. Analyzer should be able to read PM10 levels				
	2. Range: 0 to 2,000µg/m3 (or higher)				
	3. Detection limit: 1µg/m3				
	4. Should have a built-in drier to address effects of humidity				
	5. With US EPA Federal Equivalent Method (FEM) or Reference method certifications				

**MA. JOSEFINA G. BELMONTE**  
City Mayor

**EUGENIO P. TALAUSA JR.** 27 Jan. 2012  
Signature Over Printed Name of Supplier / Date

Funds Available:

**RUBY G. MANANGU**  
City Accountant

OBR :  
PR Amount : 15,960,000.00





Republic of the Philippines  
**PROCUREMENT DEPARTMENT**  
Quezon City Government



PO Number  
**2112013**  
Purchase Order Date: JAN 14 2022

Procuring Unit	: ENVIRONMENTAL PROTECTION AND WASTE MANAGEMENT DEPARTMENT	Project Number	: EPWMD-21-EHSE-615
Company Name	: TADCHEM MARKETING	Mode of Procurement	: Public Bidding
Address	: 4B VM Townhouse 9 De Febrero St., Pleasant Hills, Mandaluyong City	Resolution No.	: 21-PB-384
Business Type	: Corporation	Registration#	: 04988975
		TIN Number	: 104-038-194-000
		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 : Within One (1) Year

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	6. Should have internal and accept external zero and span calibration systems. 7. Response time should be reliable				
	PARTICULATE MATTER 2.5 ANALYZER (1 unit)				
	1. Analyzer should be able to read PM2.5 levels 2. Range: 0 to 2,000µg /m3 (or higher) 3. Detection limit: 1µg /m3 4. Should have a built-in drier to address effects of humidity 5. With US EPA Federal Equivalent Method (FEM) or Reference method certifications 6. Should have internal and accept external zero and span calibration systems. 7. Response time should be reliable				
	NITROGEN DIOXIDE ANALYZER (1 unit)				
	1. Analyzer should be able to read NO2 levels 2. Range: 0 to 2,000µg /m3 3. Detection limit: 5 ppb 4. With US EPA Federal Equivalent Method (FEM) or Reference method certifications 5. Should have internal and accept external zero and span calibration systems. 6. Response time should be reliable				

MA. JOSEFINA G. BELMONTE  
City Mayor

EUGENIO S. BULSACAN 27 Jan 2022  
Signature Over Printed Name of Supplier / Date

Funds Available:

*Manana*  
RUBY G. MANANGU  
City Accountant

OBR :  
PR Amount : 15,960,000.00



Republic of the Philippines  
**PROCUREMENT DEPARTMENT**  
Quezon City Government



PO Number  
**2112013**  
Purchase Order Date: JAN 14 2022

Procuring Unit	: ENVIRONMENTAL PROTECTION AND WASTE MANAGEMENT DEPARTMENT	Project Number	: EPWMD-21-EHSE-615
Company Name	: TADCHEM MARKETING	Mode of Procurement	: Public Bidding
Address	: 4B VM Townhouse 9 De Febrero St., Pleasant Hills, Mandaluyong City	Resolution No.	: 21-PB-384
Business Type	: Corporation	Registration#	: 04988975
		TIN Number	: 104-038-194-000
		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 :** Within One (1) Year

**Payment Term :** Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	SULFUR DIOXIDE ANALYZER (1 unit)				
	1. Analyzer should be able to read SO2 levels				
	2. Range: 0 to 2,600µg/m3				
	3. Detection limit: 5 ppb				
	4. With US EPA Federal Equivalent Method (FEM) or Reference method certifications				
	5. Should have internal and accept external zero and span calibration systems				
	6. Response time should be reliable				
	AUTOMATED WEATHER STATION (1 unit or assembly)				
	1. Unit should be able to measure temperature, relative humidity, wind speed, wind direction, and rainfall and can be interfaced directly with the system.				
	2. Temperature Range: -10°C to 50°C; Detection Limit: 0.1°C				
	3. Relative Humidity Range: 0% to 100%; Detection Limit: 1%				
	4. Wind Speed Range: 0 to 50 m/s; Detection Limit: 0.1 m/s				
	5. Wind Direction Range: 0° to 359°; Detection Limit: 0.5 °				
	6. Rainfall Detection Limit: 0.2mm				
	7. Unit should have a lightning protection in place and weather-proofed.				
	8. All readings should be able to store and facilitate data transfer.				
	9. Unit can be accessed on-site or remotely				

**MA. JOSEFINA G. BELMONTE**  
City Mayor

EUGENIO B. BULACAN 27 Jan. 2022  
Signature Over Printed Name of Supplier / Date

**Funds Available:**

**OBR :**

*Quany*  
**RUBY G. MANANGU**  
City Accountant

**PR Amount :** 15,960,000.00



Republic of the Philippines  
**PROCUREMENT DEPARTMENT**  
Quezon City Government



PO Number  
**2112013**  
Purchase Order Date: JAN 14 2022

Procuring Unit	: ENVIRONMENTAL PROTECTION AND WASTE MANAGEMENT DEPARTMENT	Project Number	: EPWMD-21-EHSE-615
Company Name	: TADCHEM MARKETING	Mode of Procurement	: Public Bidding
Address	: 4B VM Townhouse 9 De Febrero St., Pleasant Hills, Mandaluyong City	Resolution No.	: 21-PB-384
Business Type	: Corporation	Registration#	: 04988975
		TIN Number	: 104-038-194-000
		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 : Within One (1) Year

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	10. Calibration devices/checks for the meteorological parameters should be provided.				
	11. Response time should be reliable				
	CALIBRATION EQUIPMENT				
	Calibration equipment and consumables shall be National Institute of Standards and Technology (NIST) traceable.				
	DATA ACQUISITION, AND HANDLING SYSTEM				
	The Service Provider shall necessitate the delivery and set-up of the hardware needed for the Data Acquisition, Storage and Transmission System for the end-user. The system should be inclusive of software subscription.				
	The system must be capable of collecting, storing and transmitting continuous, automated, and real-time and averaged data over a given period, with minimum sampling average of 1 minute to 5 minutes. Particulate matter and Nitrogen Dioxide parameters averaging period must be specified according to the Philippine Clean Air Act. If possible, varying averaging periods must also be available.				

MA. JOSEFINA G. BELMONTE  
City Mayor

EUGENIO H. BALISACAN 27 Jan 2022  
Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU  
City Accountant

OBR :  
PR Amount : 15,960,000.00



Republic of the Philippines  
**PROCUREMENT DEPARTMENT**  
Quezon City Government



PO Number  
**2112013**  
Purchase Order Date: JAN 14 2022

Procuring Unit	: ENVIRONMENTAL PROTECTION AND WASTE MANAGEMENT DEPARTMENT	Project Number	: EPWMD-21-EHSE-615
Company Name	: TADCHEM MARKETING	Mode of Procurement	: Public Bidding
Address	: 4B VM Townhouse 9 De Febrero St., Pleasant Hills, Mandaluyong City	Resolution No.	: 21-PB-384
Business Type	: Corporation	Registration#	: 04988975
		TIN Number	: 104-038-194-000
		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 : Within One (1) Year

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	The system must be able to store the data in its internal memory of the system and/or transmitted to the data logger of the data transmission system. Each data reading must be with clear time stamps with preferred format of mm/dd/yyyy hh:mm in Philippine Standard Time (UTC+8), otherwise time stamp corrections must be explained and can be automatically processed in the data management/dashboard system.				
	Data accuracy should be calibrated based on the standard instrument calibration procedure performed by the Service Provider. Missing data or exceedingly high or low data must be flagged to the EPWMD, with data flags that provide indication of reason for the flagged data (e.g., power interruption, pump problem, for confirmation of site manager, etc.)				
	POWER REQUIREMENTS				
	Electricity requirements or power consumption of the stated instruments must be provided. The system must ideally handle 100 to 240 volts (autovolt). To avoid data losses in case of power interruptions, an Uninterruptible Power Supply or contingent power supply must be identified and be able to have at least 8-hours of backup in full capacity. The system should comply with international and local safety standards.				
	EQUIPMENT SHELTER				

MA. JOSEFINA G. BELMONTE  
City Mayor

*BUENA VISTA*  
Signature Over Printed Name of Supplier / Date

Funds Available:

*Manang*  
RUBY G. MANANGU  
City Accountant

OBR :  
PR Amount : 15,960,000.00





Republic of the Philippines  
**PROCUREMENT DEPARTMENT**  
Quezon City Government



PO Number  
**2112013**  
Purchase Order Date: JAN 16 2012

Procuring Unit	: ENVIRONMENTAL PROTECTION AND WASTE MANAGEMENT DEPARTMENT	Project Number	: EPWMD-21-EHSE-615
Company Name	: TADCHEM MARKETING	Mode of Procurement	: Public Bidding
Address	: 4B VM Townhouse 9 De Febrero St., Pleasant Hills, Mandaluyong City	Resolution No.	: 21-PB-384
Business Type	: Corporation	Registration#	: 04988975
		TIN Number	: 104-038-194-000
		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 : Within One (1) Year

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	The PM10, PM2.5 and NO2 analyzers and ancillary equipment are to be housed in an equipment shelter. The shelter should have measures against vibration, anti-corrosion, electricity fluctuation/anti-lightening measures, anti-tilting, ease of access for maintenance works, and weather protection, and have air conditioning system to ensure that the instruments are working within normal operating temperature.				
	NETWORK CONNECTIVITY				
	The system must be installed with internet connectivity whether fiber optic, wireless fidelity, to enable real-time transfer of data and remote access to the monitoring equipment.				
	In case of wired connection, the shelter must have adequate openings and housings for the internet cables and must be properly enclosed/protected to prevent leakages.				
	RELEVANT DOCUMENTS				
	All Operation Manuals, Service/Maintenance, Calibration Manuals for all instruments must be submitted in duplicate copies to the end-user. An inventory of supplies (common replaceable/spare parts) and consumables the operating instruments for maintenance purposes should also be submitted in duplicate copies to the end-user.				
	TRAINING PROGRAM				

MA. JOSEFINA G. BELMONTÉ  
City Mayor

EUGENIO N. BACUSAN 27 Jan 2012  
Signature Over Printed Name of Supplier / Date

Funds Available:

OBR :

RUBY G. MANANGU  
City Accountant

PR Amount : 15,960,000.00

## 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. AWARDDEE 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 AWARDDEE to comply with the same shall be a ground for cancellation of the award and purchase order issued to that AWARDDEE and for re-awarding the item(s) to the ALTERNATE AWARDDEE.
3. AWARDDEE 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 AWARDDEE. Thereafter, if the purchase order(s) remains unclaimed, the said purchase order(s) shall be sent by mailing or courier, messengerial service to the AWARDDEE. To avoid delay in the delivery of the requesting end-user's requirement, all DEFAULTING AWARDDEES shall be precluded from proposing or submitting a substitute sample.
4. Subject to the provisions of the preceding paragraph, where AWARDDEE 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 AWARDDEE has not completed the delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance, withdrawn from that AWARDDEE. 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 AWARDDEE. Refusal by the DEFAULTING AWARDDEE 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.
5. 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.
6. 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.
7. 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.
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, 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*.
10. All transactions are subject to applicable withholding taxes in accordance with existing BIR rules and regulations.
11. Supplier shall furnish the End-user through the City General Services Department stockroom, the articles, described above;
12. 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.
13. 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.
14. This contract shall also serve as **Notice to Proceed**, to take effect on JAN 27 2022 and to expire on JAN 25 2023.

CONFORME:

EUGENIO B. BALISCAN  
SIGNATURE OVER PRINTED NAME

AUTHORIZED REPRESENTATIVE 27 Jan. 2022  
IN THE CAPACITY OF THATCHEN MARKETING DATE

Duly authorized to sign this Purchase Order for and on behalf of THATCHEN MARKETING  
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. \_\_\_\_\_.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

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