

Republic of the Philippines PROCUREMENT DEPARTMENT Quezon City Government



PO Number **2205095**

Purchase Order

Date:

[JUL 0 1 2022

Procuring Unit

: QUEZON CITY GENERAL HOSPITAL

Project Number

:QCGH-22-FUEL-758

Company Name

Mode of

:53.9

: E.N.L. TRADING

Procurement

Address

Resolution No.

:22-A-124

: Lot 5 Block 14 Goodwill Homes II, Bagbag 5, Quezon

TIN Number

:290-954-554-000

Business Type

: Sole Proprietorship Registration #05457046

Contact Number

:0917-8510611

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:

Upon request by the end-user until

December 31, 2022 Payment Term: Credit Stock Item Unit of **Unit Cost** QTY Amount No. Issue proper recommendation, from future transactions with the QUEZON CITY GOVERNMENT, without prejudice to any legal action, if appropriate. i. Venue of Action: All disputes, claims or question which may arise out of the Purchase Order shall be filed in the competent courts of Quezon City at the option of the QUEZON CITY GOVERNMENT, to the exclusion of all other courts. ***** Nothing Follows *****

Total Amount:

480,700.00

Total Amount In Words (Pesos):

Four Hundred Eighty Thousand Seven Hundred Pesos Only

MA. JOSEFINA G. BELMONTE City Mayor

Funds Available:

RUBY G

Jace Bal 7/4/22 Over Printed Name of Supplier / Date

OBR:

M. ORD. 06- 06943

Approved Budget for the Contract:

483,000.00



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Delivery Schedule:

Upon request by the end-user until

December 31, 2022

Payment Term: Credit

Stock No.	ltem	Unit of	QTY	Unit Cost	Amount
NO.	1	Issue			
1	Cooking Gas, 50 kg, refill, no leak, free from corrosion	cyl	115	4,180.00	480,700.00
	Terms and Conditions: a.Contract Period 7 months (June to December 2022)		***************************************		
	b.Place of Delivery: The Supplier will supply the cooking gas at the				
	Quezon City General Hospital, Dietary Department				
	c.Schedule of Delivery: Every Wednesdays, between 7:00 am to				
	4:00 pm, or as requested				
December	d.Consideration: The total consideration, as allocated by the City,				
	shall be P483,000.00 for 7 months, computed on a monthly				
	allocation. Inclusive of free quarterly cleaning of existing gas burners				
	and lines				
	e.Terms of Payment: The city shall pay the supplier on a monthly				
	basis depending on the actual number of patients served and upon				
	complete delivery and acceptance of the goods delivered herein and				
	upon presentation of the billing statement				
	f.Assignment: Unless otherwise expressly stipulated or a prior				
	written approval of the QUEZON CITY GOVERNMENT is secured, the				
	Purchase Order shall not be assigned or subjected to any other party				
	or parties				
	g.Damages: The Supplier shall indemnify the Quezon City				
	Government against all losses and claims for injuries or damages to				
	any person or property whatsoever which may arise in consequence				
	of the performance of this contract and against all claims, demands,				
	proceedings, damages, cost, charges and expenses whatsoever in respect of or in relation thereto			100	
	h.Default: In the event that the supplier has not fully complied with				
	its promise to provide the foregoing services, in the required				
	specifications as agreed upon, or in any manner has failed to				
	satisfactorily perform its obligations, the same shall be barred upon				
	satisfactority perform its obligations, the same shall be barred upon				

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MA. JOSEFINA G. BELMONTE

City Mayor

Bal 716/22

Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU City Accountant

OBR: Approved Budget for the Contract:

483,000.00

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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, a | 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 disqual fication 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.

 Provisions contained in Title VI, Book IV of the Integral part hereof. 	Civil Code of the Philippines on Sales are here	by incorporated and made as a
15. This contract shall also serve as Notice to Pro	oceed, to take effect on	and to expire on
CONFORME:		
EDWIN & lacusal	preprietor	7/4/22
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY OF	DATE
Duly authorized to sign this Purchase Order for and on b	behalf of En L tracking	ME
SUBSCRIBED AND SWORN to before me this day me and were identified by me through competent evides-13-SC). Affiants exhibited to me his/her with No	ence of identity as defined in the 2004 Rules o	n Notarial Practice (A.M. No. 02
Doc. No Page No Book No Series of		to j