|                | Republic of the Philippines<br>CUREMENT DEPARTMENT<br>Quezon City Government<br>Quezon City Government | PO Number<br>ase Order <sub>Da</sub> | 2212114<br>te: (JAN D 5 2023  |
|----------------|--|--------------------------------------|-------------------------------|
| Procuring Unit | : OFFICE OF THE CITY MAYOR - POPS PLAN (PDAD)  | Project Number                       | OCM(POPS)-22-<br>VEHICLES-834 |
| Company Name   | ; TRI-GLOBE TRANSPORT SERVICES AND TRADING, INC.   | Mode of<br>Procurement               | Public Bidding                |
| Address        | : 24 Mindanao Ave. Tandang Sora 6, Quezon City   | Resolution No.                       | :22-PB-565                    |
| Business Type  | : Corporation Registration #CS200303986  | TIN Number                           | :229-515-128-000              |
|                |  | Contact Number                       | :455-3466                     |

Sir/Madam:

Ĩ.

¢,

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

Place of Delivery : CGSD Central Warehouse Delivery Schedule : Ninety (90) Calendar Days Payment Term : Credit Stock Unit of QTY Item **Unit Cost** Amount No. Issue 1 2 8,700,000.00 WATER TANKER unit 4,350,000.00 Capacity, liter: 4,000 liters Tank Material: Galvanized GVW: 8,500 Kgs Transmission: 6 speeds M/T with overdrive Minimum Engine Speed: 3100 rpm Engine type: Diesel, 4-cycle, vertical, 4-cylinder, inline, overhead valve, water-cooled Combustion System: Direct Inject Type Fuel Injection System: Electronic Control Common Rail Type Minimum Displacement: 4.00 L Minimum Output: 150 PS Min Torque: 420 Nm Max speed: at least 125 kph Emission standard: Euro 4 with Logo and print 1 Year Service Warranty With TPL Insurance Free 3 years LTO Registration \*\*\*\*\*\* Nothing Follows \*\*\*\*\*\* **Total Amount :** 8,700,000.00 Total Amount In Words (Pesos): Eight Million Seven Hundred Thousand Pesos Only 1/20/23 MA. JOSEFINA G. BELMONTE City Mayor Signature Over Printed Name of Supplier / Date

OBR: 10. 2120- 12-16770

**Funds Available:** 

# 8 #

RUBÝ G. MÁNANGU City Accountant 64

Approved Budget for the Contract : 8,800,000.00

Page 1 of 1

15

## **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.
- 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 t      | take effect on       | JAN 2 0 2023             | and   | to expire on -     |
|--|----------------------|--------------------------|---|--------------------|
| APR 2 0 2023   |                      |                          | 0110  |                    |
| CONFORME:  |                      |                          | Φ   |                    |
| UUUUT CIMABA22A  | Sales Manager        |                          | 1/21/23   |                    |
| SIGNATURE OVER PRINTED NAME  | IN THE CAPACITY      | Y OF                     | DATE  |                    |
| Duly authorized to sign this Purchase Order for and on behalf of _ | TRI-640185           | TRANSPONT                | SBRNICES  |                    |
|  |                      | COMPANY NAM              | E   | inc.               |
| SUBSCRIBED AND SWORN to before me this20y dAN 20                   | 23 at QUEZ           | ON Chilippine            | s. Affiant person   | ally known to      |
| me and were identified by me through competent evidence of id      |                      |                          |   |                    |
| 8-13-SC). Affiants exhibited to me his/her 246SPORT 10             | with his/h           | ner photograph <u>an</u> | d signatu e appe  | aring thereon      |
| with No. 20817040 PTA NOR PORTHEAST JAN 10                         | 120.9                |                          | Manuel /  |                    |
| .h. e  |                      | ATTY. ELISES             | У\$УСАТМА, .  | JR                 |
| Doc. No. <u>974</u>  |                      | Quezos CHy               | Notary Jublic   |                    |
| Page No  |                      |                          | abor 31, 2023 -<br>5. 50183                                   |                    |
| Book No  |                      | PTR No. 400717           |   | 3.1                |
| Series of  |                      | IBP No. 25722            | 5/ 01/01/2023   | 40<br>             |
| ***This Purchase Order shall be deemed invalid without Notary      | Seal (for project am | ዘሮነም በአምም እና ህዝር በዚህ     | A FILL AND AND A FILL AND | 2021<br>10ve only) |