



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



PO Number **2301017**

**Purchase Order** Date: **DEC 29 2022**

Procuring Unit : NOVALICHES DISTRICT HOSPITAL	Project Number : CONSO-23-MSLI-0086
Company Name : MICAGAS INDUSTRIAL CORPORATION JOINT VENTURE WITH PENTAGON GAS CORPORATION	Mode of Procurement : Public Bidding
Address : Brgy. San Isidro, City of San Fernando, Pampanga	Resolution No. : 23-PB-018
Business Type : Corporation Registration #A199610461/ #57859	TIN Number : 005-149-798-000 / 000-084-782-000
	Contact Number : 734-5531

**Sir/Madam:**  
 Please furnish this office the following articles subject to the terms and conditions contained here:

**Place of Delivery :** Novaliches District Hospital  
**Delivery Schedule :** Within One (1) year or until the allocated budget has been consumed whichever comes first  
**Payment Term :** Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	<p>g) DEFAULT: In the event that the supplier has not fully complied with its promise to provide the forgoing 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 proper recommendation, from future transactions with the QUEZON CITY GOVERNMENT, without prejudice to any legal action, if appropriate.</p> <p>h) VENUE OF ACTION: All disputes, claims or questions 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.</p> <p>***** Nothing Follows *****</p>				

**Total Amount : 14,673,563.00**

**Total Amount In Words (Pesos):** Fourteen Million Six Hundred Seventy-Three Thousand Five Hundred Sixty-Three Pesos Only

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



*[Signature]*  
**RONNIE E. ENATA** 12-29-22  
 Signature Over Printed Name of Supplier / Date

**Funds Available:**

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

OBR : 100-2023-01-0020

**Approved Budget for the Contract: 14,673,563.00**

**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 JAN 01 2023 and to expire on - DEC 31 2023

CONFORME:

RONNIE G. BATA  
SIGNATURE OVER PRINTED NAME

General Manager / AUTHORIZER 12-29-22  
IN THE CAPACITY OF REP SVA DATE

Duly authorized to sign this Purchase Order for and on behalf of MICAGAS INDUSTRIAL CORPORATION JOINT VENTURE WITH PENTAGON GAS CORPORATION  
COMPANY NAME

SUBSCRIBED AND SWORN to before me this DEC 29 2022 day of QUEZON CITY 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 SSS ID with his/her photograph and signature appearing thereon with No. 09-6466109-1

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Series of 2022

*[Notary Seal and Signature]*  
Notary Public for the Philippines  
Notarial Commission No. 178-21423 (re-2019)  
Exp. 2025  
P. RIVERA  
Notary Public for the Philippines

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



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**Payment Term :** Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	NDH-23-MSLI-0046 Compressed Air (refill) standard cylinder, 1800lbs. PSI	cyl	10,250	444.80	4,559,200.00
2	Liquid Oxygen (medical oxygen) 1 lot/centralized oxygenation Purity: 99.6% to 99.7% Cryogenics storage already existing.	cu.m	99,733	61.00	6,083,713.00
3	Medical Oxygen (refill), standard cylinder, 1800lbs. PSI	cyl	8,957	450.00	4,030,650.00

**TERMS & CONDITIONS:**  
 a) PLACE OF DELIVERY: The Supplier will supply Medical Oxygen, Compressed Air & Liquid Oxygen at the Novaliches District Hospital, San Bartolome, Novaliches, Quezon City  
 b) SCHEDULE OF DELIVERY: Monday, Wednesday, Friday & On Call for Medical Oxygen, Compressed Air and Liquid Oxygen  
 c) CONSIDERATION: The total consideration, as allocated by the City shall be Php14,673,563.00 for one (1) year computed on a monthly allocation.  
 d) TERMS OF PAYMENT: The City shall pay the supplier on a monthly basis depending on the actual number of wards served and upon complete delivery and acceptance of the goods delivered herein and upon presentation of the billing statement  
 e) ASSIGNMENT: Unless otherwise expressly stipulated or a prior written approval of the QUEZON CITY GOVERNMENT is secure, the Purchase Order shall not be assigned or subjected to any other party or parties.  
 f) 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, costs, charges and expenses whatsoever in respect of or in relation thereto.

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

*RONNIE G. BATA*  
 Signature Over Printed Name of Supplier / Date **12-29-22**

**Funds Available:**

*Ruby G. Manangu*  
**RUBY G. MANANGU**  
 City Accountant

OBR : 100-2023-01-0070  
 Approved Budget for the Contract: 14,673,563.00

8/1/22