|                     |   | 2 F                                |                  |                     |                  |                        |
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| ,                   | $\smile$  |                                    |                  | $\smile$            |                  |                        |
|                     |   | _                                  |                  |                     |                  |                        |
|                     | Republic of the Philippines                     | (HA-)                              |                  | PON                 | Number 👝         | 204022                 |
| PRO                 | <b>DCUREMENT DEPARTMEN</b>                      |                                    |                  |                     | 2                | 304033                 |
| R PILIPINAS *       | Quezon City Government                          | QUEZON CITY<br>Great Green Growing | Purchas          | e Orde              |                  | MAY 0 3 2023           |
| Procuring Unit      | : QUEZON CITY GENERAL HOSE                      | PITAL                              | 1                | Project Nu          | umber :QCC       | H-23-MSLI-0326B        |
|                     |   |                                    |                  |                     |                  |                        |
| Company Name        | : LINDE PHILIPPINES, INC.                       |                                    |                  | Mode of<br>Procurem |                  | lic Bidding            |
| Address             | : 12th floor, Unit 1201, The Podium V<br>Center | West Tower, 12 ADB                 |                  | Resolution          |                  | PB-189                 |
| Rusiness Tune       |   |                                    |                  | FIN Numb            | oer :000         | -053-829-000           |
| Business Type       | : Corporation Registration #8                   | 9492                               | (                | Contact N           | umber :          |                        |
| Sir/Madam:          |   |                                    |                  |                     | under .          |                        |
| Please              | furnish this office the following               | articles subject t                 | o the terms      | and cond            | ditions conta    | ined here:             |
| Place of Delive     | ry: CGSD Central Warehouse                      | Delive                             | ry Schedule      | : Until Dece        | ember 31, 2023 d | or Until the Allocated |
| Payment Term        | : Credit  |                                    |                  | First               | as Been Consum   | ned, whichever Comes   |
| Stock<br>No.        | ltem  |                                    | Unit of<br>Issue | QTY                 | Unit Cost        | Amount                 |
| 20.Assign and       | submit qualifications of a dedicated tech       | nician/Engineer for                | 13500            |                     |                  |                        |
| the hospital s      | ubject to approval of the Head of Enginee       | ering.                             |                  |                     |                  |                        |
|                     | ****** Nothing Follows ******                   |                                    |                  |                     |                  |                        |
|                     |   |                                    |                  |                     |                  |                        |
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|                     |   |                                    |                  |                     |                  |                        |
|                     |   |                                    |                  |                     |                  |                        |
|                     | •   | A                                  |                  |                     |                  |                        |
|                     | /   |                                    | Total A          | mount :             |                  | 18,238,277.14          |
| Total Amount In Wor | ds (Pesos): Eighteen Million Two Hund           | red Thirty-Eight Thous             | and Two Hundre   | ed Seventy-         | Seven Pesos an   | d 14/100 Only 🧹        |
|                     |   |                                    |                  | (                   |                  |                        |
|                     | N   | A                                  |                  | . ()                | 12               | 1                      |
| MA. JOSE            | City Mayon                                      | AN                                 |                  |                     | · CABILTE        | upplier / Date         |
| Funda A. U. I.      | ······  |                                    | Signature O      | tor i fille         |                  |                        |
| Funds Availabl      |   | 02983778                           |                  | OBR · /             | N- 2020          | 04- 03485              |
|                     | (manang   |                                    |                  |                     |                  | 7                      |
| RÜ                  | ÍBY G. MANANGU                                  | Approved Budge                     | t for the Con    | tract: 1            | 8,238,277.14     |                        |
|                     |   | Page 4 of 4                        |                  |                     |                  |                        |

- 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.
- 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 and to expir   | e on -  |
|---|---------|
| CONFORME:   | ~3      |
|   |         |
| SIGNATURE OVER PRINTED NAME IN THE CAPACITY OF DATE   |         |
| Duly authorized to sign this Purchase Order for and on behalf of LINPE PHILIPPINES / NC   |         |
| Duly authorized to sign this Purchase Order for and on benan of COMPANY NAME  |         |
| MAY 0 8 2023 QUEZON CHTY incr Affant personally kno   | own to  |
| SUBSCRIBED AND SWORN to before me this day of at at UEZON COMPANY NAME<br>at at CUEZON CHIPPINES. Affiant personally known and the second state of th | No. 02- |
| identified by me through competent evidence of identity as defined in the 2004 has some through   |         |
| 8-13-SC) Affiants exhibited to me his/her DENELS COPASE with his/her photograph with his/her photograph with his/her  | ieree   |
| with No. NSU - 22-321536  |         |
| ATTY. ELISEO S. CALMA, JR.  |         |
| Doc. No. Multic Quezon City Notar Public  |         |
| Page No. W Until Dec. 31, 2023  |         |
| Rock No(1) Roll No. 50183   |         |
| PTR NO. 400/172-0, 01/03/2023, 0.0.   |         |
| Series of   | nly)    |
| Adm Matter No. NP-067 (2022-2023)   |         |

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

| PO Number | 22 | <b>A</b> | 0 | 2 | 2 |
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| PILIPINAS      | Quezon City Government                | QUEZON CITY<br>Great.Green.Growing | urchas     | se Order Dat           | te: MAY 0 3 2023      |
|----------------|---------------------------------------|------------------------------------|------------|------------------------|-----------------------|
| Procuring Unit | : QUEZON CITY GENERAL HOSP            | PITAL ×                            |            | Project Number         | :QCGH-23-MSLI-0326B 🗸 |
| Company Name   | : LINDE PHILIPPINES, INC.             |                                    |            | Mode of<br>Procurement | Public Bidding        |
| Address        | : 12th floor, Unit 1201, The Podium V | Vest Tower, 12 ADB Av              | e. Ortigas | Resolution No.         | :23-PB-189 🖉          |
|                | Center                                |                                    |            | TIN Number             | :000-053-829-000      |
| Business Type  | : Corporation Registration #89        | 9492                               |            |                        |                       |
|                |                                       |                                    |            | Contact Number         | :                     |

Sir/Madam:

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

|             | nent Term : Credit   |                    |         |                                 |               |
|-------------|--|--------------------|---------|---------------------------------|---------------|
| tock<br>No. | Item   | Unit of<br>Issue   | QTY     | Unit Cost                       | Amount        |
| 1           | Refilling of medical oxygen in contractors std. Returnable cylinder with<br>minimum gas content 5.60 cum3/cyl at 1,800 PSI (pressure) on normal<br>temperature with batch sticker specify the date refilled, date of expiration &<br>batch number with precaution  | Cyl.               | 27,846  | 390.00 -                        | 10,859,940.00 |
| 2           | Refilling of compressed air in contractors std. Returnable cylinder I,800lbs psi (pressure) on normal temp, with batch sticker specify the date refilled, date of expiration & batch number with precaution.   | Cyl. 🔎             | 153 .   | 378.00                          | 57,834.00     |
| 3           | Refilling of portable medical oxygen cylinder. Returnable cylinder 1,800lbs<br>PSI (pressure) on normal temperature  | Cyl. –             | 1,418 . | 240.00                          | 340,320.00    |
| 4           | Refilling of carbon dioxide in contractor std. Returnable cylinder 22kg<br>22.67kg 700-850 PSI on normal temp, with batch sticker specify the date<br>refilled, date of expiration & batch # with precaution.  | Cyl                | 26      | 2,008.80                        | 52,228.80     |
| 5           | Gas Liquid Oxygen  | cu. Mm             | 201,277 | 34.42 -                         | 6,927,954.34  |
|             | <ul> <li>2.The supplier and manufacturer must provide trainings every five months<br/>on safe and proper handling of gases/product knowledge on gases/Vacuum<br/>Insulated Evaporator (VIE). Basic Technical Operation, Maintenance, Safety<br/>procedures and trouble shooting. Providing Process/safety checklist.</li> <li>3. Suppliers and Manufacturers should have exclusive medical hub facility<br/>dedicated only to producing medical gases.</li> <li>4.The Supplier and manufacturer products should be conformance with<br/>the non-haloganted polymer.</li> <li>5.The supplier and manufacturer should provide safety data sheet</li> <li>6. With Remoted Telemetry Unit (RTU) data must be accessible to End-<br/>User via website and android mobile phone.</li> <li>7.100 cyl of medical gases will use for back-up for 8 months.</li> <li>8. Schedule of Delivery: Monday to Saturday except Sunday and Holiday<br/>between 8:00am to 4:00 pm or as requested.</li> </ul> |                    |         |                                 |               |
|             | MA. JOSEFINA G. BELMONTE   | ا V<br>Signature C |         | P · CAS LUTES<br>ed Name of Sup | plier / Date  |
| Fui         | nds Available:   |                    | OBR ·   | no-222m (y                      | - 1245        |
|             | Manang<br>RUBY G. MANANGU Approved Budge<br>City Accountant  | t for the Co       |         |                                 | 00100         |

- ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF RECEIPT.
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- 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.
- 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<br>DEC 7 1 2023  | ake effect on    | MAY 0 3 2023   | and to expire on -           |
|--|------------------|--|------------------------------|
| VERIEL CABILITE  | ACCOUNT          | mp NPG ER  | MAY 3,2073                   |
| SIGNATURE OVER PRINTED NAME  | IN THE CAP       |  | DATE                         |
| Duly authorized to sign this Purchase Order for and on behalf of _   | LINDE            | PHILIPPINE, INC.   |                              |
|  |                  | COMPANY NAME   |                              |
| SUBSCRIBED AND SWORN to before me this day of<br>me and were identified by me through competent evidence of id<br>8-13-SC). Affiants exhibited to me his/her DRIVERS UCE | entity as define | , Philippines. A<br>ed in the 2004 Rules on Nota<br>n his/her photograph and sig | arial Practice (A.M. No. 02- |

with No. N50-22-32 1531

| 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)

| PROC           | Republic of the Philippines<br>CUREMENT DEPARTMENT<br>Quezon City Government<br>Quezon City Government | PO Number<br><b>se Order</b> Dat | 2304033<br>MAY D 3 2023 |
|----------------|--|----------------------------------|-------------------------|
| Procuring Unit | : QUEZON CITY GENERAL HOSPITAL   | Project Number                   | QCGH-23-MSLI-0326B      |
| Company Name   | : LINDE PHILIPPINES, INC.  | Mode of<br>Procurement           | Public Bidding          |
| Address        | : 12th floor, Unit 1201, The Podium West Tower, 12 ADB Ave. Ortigas                                    | Resolution No.                   | :23-PB-189              |
|                | Center   | TIN Number                       | :000-053-829-000        |
| Business Type  | : Corporation Registration #89492  | Contact Number                   | :                       |

Sir/Madam:

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

| 1  | I Init of        | OTV                 | Unit Cost    | Amount |
|--|------------------|---------------------|--------------|--------|
| ck Item  | Unit of<br>Issue | QTY                 | Unit Cost    | Amount |
| <ul> <li>9. Terms of Payment: The city shall pay the supplier on a monthly basis with delivery receipt and invoice attached to support the actual volume of Medical Gases and delivered for the month.</li> <li>10. The winning bidder shall install the Vacuum Insulated Evaporator (VIE) Installation of Vacuum Insulated Evaporator (VIE), Vaporizer DPRS, Alarm Panel and Telemetry: <ul> <li>a) Preparation of materials, tools and equipment</li> <li>b) Degreasing and proper cleaning of deoxidized hard seamless copper tubes, fittings, valves and other parts prior to installation.</li> <li>c)Supply, fabrication and installation of necessary brackets and clamps to comply with standards for medical gas pipeline installation.</li> <li>d)Supply, layout and installation of deoxidized hard seamless copper tubes, and fittings for medicals pipeline (Pipeline routing shall be exposed type)</li> <li>e) Supply of labor, materials and equipment needed for the construction for new VIE foundation pad and enclosure including well-designed and fabrication safety signages.</li> <li>f)Supply of labor and materials for the installation interconnecting medical oxygen pipeline for DPRS to Hospital main line located at the Oxygen manifold.</li> <li>h)Supply and installation of Master Alarm Panel</li> <li>j)Supply and Installation of Dual Pressure Regulating System (DPRS)</li> <li>k)Supply and Installation of Telemetry System</li> <li>m)Pressure drop, leak testing, test run and commissioning of the newly installed medical gas pipeline system</li> <li>i.Vacuum insulated Evaporator - VIE specs: 10,000 liter VIE</li> <li>ii.Vaporizer Spec Flowrate: 200 m3/hr. at 24hours continuous duty</li> <li>iii.Interconnecting line from VIE to Vaporizer to DPRS</li> <li>v.Labor cost (Labor, QA Testing and mobilization/</li> </ul></li></ul> |                  |                     |              |        |
| MA. JOSEFINA G. BELMONTE   | 5. <b>.</b>      | RIE ()<br>Over Prin | P CAO IN ES  | 1      |
| unds Available:  |                  | OBR : M             | u anon oy- ( | 2      |

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- 1. ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF RECEIPT.
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- 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.
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- 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.
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- 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. MAY 0 3 2023

| 15. This contract shall also serve as Notice to Proceed, to   | take effect on  | MAT U 3 2025   | and to expire on -           |
|---|-----------------|--|------------------------------|
| DEC 3 1 2824  |                 | MANACER  | MAN 3, 22-3                  |
| SIGNATURE OVER PRINTED NAME   |                 | APACITY OF   | DATE                         |
|   | LINDE           | PHILIPPINE I INC.  |                              |
| Duly authorized to sign this Purchase Order for and on behalf of  |                 | COMPANY NAME   |                              |
| SUBSCRIBED AND SWORN to before me this day of<br>me and were identified by me through competent evidence of in<br>the line of the line between the line of th | dontity as defi | , Philippines. A<br>ined in the 2004 Rules on Not<br>ith his/her photograph and si | arial Practice (A.M. No. 02- |

- 8-13-SC). Affiants exhibited to me his/her DPIVER'S with No. NSV-V2-321536
- 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)

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

| PO Number | 22 | 04 |   | 2 | 2 |
|-----------|----|----|---|---|---|
|           | 23 | 04 | U | J | J |

MAY 0 3 2023

Purchase Order Date:

| A PILIPINAS A  | Great.Green.Growing.  |                        |                    |
|----------------|---|------------------------|--------------------|
| Procuring Unit | : QUEZON CITY GENERAL HOSPITAL                                      | Project Number         | QCGH-23-MSLI-0326B |
| Company Name   | : LINDE PHILIPPINES, INC.   | Mode of<br>Procurement | :Public Bidding    |
| Address        | : 12th floor, Unit 1201, The Podium West Tower, 12 ADB Ave. Ortigas | Resolution No.         | :23-PB-189         |
|                | Center  | TIN Number             | :000-053-829-000   |
| Business Type  | : Corporation Registration #89492                                   | Contact Number         | :                  |

Sir/Madam:

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

| Plac   | e of Delivery : CGSD Central Warehouse  | Delivery        | Schedule :       | Until Dece<br>Budget Ha | mber 31, 2023 or l<br>is Been Consumed | Until the Allocated<br>d, whichever Comes |
|--|---|-----------------|------------------|-------------------------|--|---|
| Payn   | nent Term : Credit  |                 |                  | First                   |  |   |
| Stock<br>No.   | Item  |                 | Unit of<br>Issue | QTY                     | Unit Cost                              | Amount                                    |
|  | n) Installation of VIE should be finished during the first four m   | onths of        |                  |                         |  |   |
|  | contract.   |                 |                  |                         |  |   |
|  | o)Terms of Warranty   |                 |                  |                         |  |   |
|  | i.3 years warranty  |                 |                  |                         |  |   |
|  | ii. The supplier warranty covers all of products, equipment, an   |                 |                  |                         |  |   |
|  | components that are supplied in this project to be free of de   | 15/25/0 28      |                  |                         |  |   |
|  | materials and workmanship for a period of 3-year form date  | of final        |                  |                         |  |   |
|  | acceptance of QA report.  |                 |                  |                         |  |   |
|  | 11.Supplier warranty obligation includes supplying/replacing consumable parts that failed or are determined to be defection |                 |                  |                         |  |   |
|  | parties during the warranty period. This also parts such as ga  | skets filters   |                  |                         |  |   |
|  | oil, all fuses, light bulbs seals, nuts bolts, includes consumabl   | e washers, etc. |                  |                         |  |   |
|  | A list of consumable and non-consumable parts must be prov  |                 |                  |                         |  |   |
|  | 12.In the event that there is an existing substantial evidence t  |                 |                  |                         |  |   |
|  | the End-User through its authorized employees are guilty of   | gross           |                  |                         |  |   |
|  | negligence in terms of proper handling and management of t  |                 |                  |                         |  |   |
|  | the Service Provider may opt to disregard the warranty oblig  | ation           |                  |                         |  |   |
|  | mentioned in the preceding paragraph.   |                 |                  |                         |  |   |
|  | 13. Warranty starts on the day of the commissioning of each e   |                 |                  |                         |  |   |
|  | 14. The ordering points should be at 25% tank level with deliv 24 hrs upon request excluding Sundays and Holidays.          | ery within      |                  |                         |  |   |
|  | 15.The Supplier shall execute all necessary testing and comm  | issioning       |                  |                         |  |   |
|  | activities on the installed system. The supplier shall hand over  |                 |                  |                         |  |   |
|  | the End-User fully operational.   |                 |                  |                         |  |   |
|  | 16.The supplier must conduct End-Users training on proper n   | naintenance     |                  |                         |  |   |
|  | and safety procedures for three (3) maintenance staff and o   |                 |                  |                         |  |   |
|  | supervisor without any expenses from the End-User. This tra   | ining shall be  |                  |                         |  |   |
|  | done every five months. The training program and training s   | chedule must    |                  |                         |  |   |
|  | be submitted and executed.  |                 |                  |                         |  |   |
|  | 17. The supplier should provide checklist on precaution for h   | andling and     |                  |                         |  |   |
|  | storage.<br>18.The supplier should provide guidelines for handling and us   |                 |                  |                         |  |   |
|  | 19.Submit a scheduled and perform preventive maintenance  |                 |                  |                         |  |   |
|  | maintenance report shall be submitted after every maintenance   |                 |                  |                         |  |   |
|  |   |                 |                  |                         |  |   |
|  |   |                 |                  | $ \land I $             | ,                                      |   |
|  | k,  |                 |                  | (1)-                    | •                                      | ,   |
|  | P   |                 | VER              | IEL P.                  | CABILE                                 | MAY 3,202                                 |
|  | MA. JOŚEFINA G. BELMONTE  |                 | v                |                         | Second states of Arch                  |   |
|  | City Mayor  |                 | Signature C      | Over Print              | ed Name of Su                          | ipplier / Date                            |
| Fur  | nds Available:  | ÷               |                  |                         |  |   |
|  | Annana  |                 |                  | OBR : M                 | w-aran vy.                             | 0348                                      |
| RUBY G. MANANGU Approved Budget for the Contract : 18,238,277.14 |   |                 |                  |                         |  |   |
|  |   |                 |                  |                         | City Accountant                        |   |
|  | 0 0   | Page 3 of 4     |                  |                         |  |   |
|  | 28.)  |                 |                  |                         | N                                      |   |

- 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.
- 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<br>DEC 3 1 2023  |                               |  | and to expire on -                  |  |  |  |
|---|-------------------------------|--|-------------------------------------|--|--|--|
| CONFORME:<br>VERIEL + CABLUT  | ACCONT                        | MANASO   |                                     | MAY 3, 21 23   |  |  |
| SIGNATURE OVER PRINTED NAME   | IN THE CAPACITY OF            |  |                                     | DATE   |  |  |
| Duly authorized to sign this Purchase Order for and on behalf   | LINDE                         | PHILIPPINES,                                     | INC                                 | λ  |  |  |
|   |                               | COMPANY NAM                                      | 1E                                  |  |  |  |
| SUBSCRIBED AND SWORN to before me this day of<br>me and were identified by me through competent evidence of id<br>8-13-SC). Affiants exhibited to me his/her $PPNER^{U}$<br>with No $NCP = 2221531$ | entity as define<br>ENCE with | ed in the 2004 Rules on<br>his/her photograph ar | es. Affian<br>Notarial<br>nd signat | nt personally known to<br>Practice (A.M. No. 02<br>ure appearing thereor |  |  |

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)