	PROC	Republic of the Philippines CUREMENT DEPARTM Quezon City Government		Purchase			<b>01019</b> DEC 2 9 2023
Comp Addre Busin	any Name ess ess Type	: QUEZON CITY GENERAL H : E.N.L. TRADING : Lot 5 Block 14 Isaiah Street, Bagbag, Novaliches, Quezo : Sole Proprietorship Registra urnish this office the followi	OSPITAL , Goodwill Homes II, E on City ration #5074380	N F Brgy. F T	Project Nu Mode of Procurem Resolution FIN Numb Contact N	:Public ent n No. :24-PB per :290-9 lumber :09102	54-554-000 2869555
		: CGSD Central Warehouse Credit		ery Schedule			ers or until December
tock No.		Item		Unit of Issue	QTY	Unit Cost	Amount
	respect of or H. DEFAULT: I with this pror specifications satisfactorily proper recom CITY GOVERN appropriate. I. VENUE OF A arise out of th courts of Que	damages, costs, charges and exp in relation thereto. In the event that the supplier ha nise to provide the foregoing set as agreed upon, or in any mann perform its obligations, the same mendation, from future transact MENT, without prejudice to any ACTION: All dispute, claims or qu he Purchase Order shall be filled zon City, at the option of the QL T, to the exclusion of all other co	as not fully complied rvices, in the required ner has failed to e shall be barred upon ction with the QUEZON y legal action, if uestions which may l in the competent UEZON CITY				

	Total Amount :	989,780.00
Total Amount In Words (Pesos): Nine Hundred Eighty Nine Thou	sand Seven Hundred Eighty Pesos and 00/100 Only	
MA. JOSEFINA G. BELMONTE City Mayor	EPW IN 1/ Jacoba Signature Over Printed Name of	1 /2/29/23 Supplier / Date
Funds Available:	OBR : M. an	24-01. 0002

RUBY G. MANANGU City Accountant

Approved Budget for the Contract: 990,000.00

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## **TERMS AND CONDITIONS**

- 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.
- 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;
- 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.

**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)

	Republic of the Philippines CUREMENT DEPARTMENT Quezon City Government	Purchas	PO Number <b>se Order</b> Da	<b>2401019</b> DEC 2 9 2023
Procuring Unit	: QUEZON CITY GENERAL HOSPITAL	la de la companya de La companya de la comp	Project Number	:QCGH-24-FUEL-0040
Company Name	E.N.L. TRADING		Mode of Procurement	:Public Bidding
Address	: Lot 5 Block 14 Isaiah Street, Goodwill Homes II, Bro		Resolution No.	:24-PB-020
	Bagbag, Novaliches, Quezon City		TIN Number	:290-954-554-000
Business Type	: Sole Proprietorship Registration #5074380			
			Contact Number	:09102869555

Sir/Madam:

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

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	Cooking Gas, 50kg, refill, no leak, free from corrosion 🖉	Cyl -	220_	4,499.00	989,780.00
	TERMS OF CONDITIONS:				
	A. CONTRACT PERIOD: 12 months (January to December 2024).				
	B. PLACE OF DELIVERY: The supplier will supply the cooking gas at the Quezon City General Hospital, Dietary Department.				
	C. SCHEDULE OF DELIVERY: Every Wednesday between 7:00 am to 4:00 pm or as requested.				
	D. CONSIDERATION: The total consideration, as allocated by the City, shall be P990,000.00 for 12 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.		Effective		
	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.	ing in a transformer d			
	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,				

MA. JOSEFINA G. BELMONTE City Mayor

12/27/23 Enwinn 1-c =1

Signature Over Printed Name of Supplier / Date

**Funds Available:** 

RUBY G. MÁNANGU City Accountant

OBR: N. 2224. 0. 0002

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Approved Budget for the Contract: 990,000.00

Page 1 of 2

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15. This contract shall also serve as <b>Notice to Proceed</b> , to t	ake effect on JAN 0 1 2024	and to expire on -
CONFORMER ALGARANT P	rophyor	12/201/23
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY OF	DATE
Duly authorized to sign this Purchase Order for and on behalf of _	Enctrading	\
the set of a serie of the second	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. \_\_\_\_\_\_

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