



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



PO Number **2402002**

Purchase Order Date: **FEB 29 2024**

Procuring Unit	: ROSARIO MACLANG BAUTISTA GENERAL HOSPITAL	Project Number	: CONSO-24-MSLI-0151
Company Name	: MICAGAS INDUSTRIAL CORPORATION JVA WITH PENTAGON GAS CORPORATION	Mode of Procurement	: Public Bidding
Address	: Barangay San Isidro, City of San Fernando, Pampanga	Resolution No.	: 24-PB-108
Business Type	: Corporation Registration #A199610461 / #57859	TIN Number	: 005-149-798-000 / 000-084-782-000
		Contact Number	: 09199950827

Sir/Madam:

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

Place of Delivery : Upon end-user's instruction subject to proper coordination with CGSD

Delivery Schedule : Upon Issuance of Notice to Proceed until December 31, 2024 or until the allocated budget has been consumed whichever comes first

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	Medical Oxygen (refill) standard cylinder 1800 PSI	cylinder	3,750	448.49	1,681,837.50
2	Cryogenic Liquid Oxygen (Centralized Oxygenation) Purity: minimum of 99.6% to 99.7%; at least moisture 3ppm	cu.mtr	50,896	50.40	2,565,158.40
3	Compressed Air (refill) standard cylinder	cylinder	600	444.80	266,880.00
4	Nitrous Oxide (refill) standard cylinder	cylinder	3	11,450.00	34,350.00
5	Medical CO2 (refill) standard cylinder	cylinder	20	2,100.00	42,000.00
6	Flask Type (refill) 5lbs	cylinder	600	120.00	72,000.00
7	Flask Type (refill) 20lbs	cylinder	1,250	150.00	187,500.00

Terms and Conditions:

VIE Tank to be included and all pertinent accessories and Preventive Maintenance Service to the tank by the supplier.

1.Contract period: Upon issuance of notice to proceed until December 31, 2024 or until the allocated budget has been consumed, whichever comes first.

2.Place of Delivery: The Supplier will supply Medical Oxygen, Compressed Air, and Liquid Oxygen at the RMBGH, IBP Road Batasan Hills, Quezon City.

3.Schedule of Delivery: Mondays, Wednesdays, Fridays and on call for Medical Oxygen, Compressed Air and Liquid Oxygen.

4.Consideration: The total consideration, as allocated by the City, shall be Php5,394,886.00 until December 31, 2024, computed on a monthly allocation

Total Amount : 4,849,725.90

Total Amount In Words (Pesos): Four Million Eight Hundred Forty-Nine Thousand Seven Hundred Twenty Five Pesos and 90/100 Only

MA. JOSEFINA G. BELMONTE
City Mayor



RONNIE D. LERATA 3-1-2024
Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU
City Accountant

Approved Budget for the Contract : 5,394,886.00

OBR : MW-2024 D. 1549

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 01 MAR 2024 and to expire on -

CONFORME

RONALD S. ENATA
SIGNATURE OVER PRINTED NAME

CENTRAL MANAGER
IN THE CAPACITY OF

3-1-2024
DATE

Duly authorized to sign this Purchase Order for and on behalf of MICAGAS INDUSTRIAL CORP UVA WITH PENTAGON GAS CORP.
COMPANY NAME

SUBSCRIBED AND SWORN to before me this 01 MAR 2024 day of March at 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 signature with his/her photograph and signature appearing thereon with No. 49.

Doc. No. 49
Page No. 11
Book No. IX
Series of 2024

ATTY. RIZAL JOSE F. VALMORES
Notary Public for Quezon City

Adm. Matter No. 153 until Dec 31, 2024

PTR No. 5091994D/01-02-2024/Q.C.

IBP No. 329624/12-15-2023/Q.C./Roll No. 28435

MCLE No. VII-0030835/09-08-2023

Add. Room 201 Maganda Bldg. 4th Fl.

Matallano St. cor. Masikap Ext. Central Dist. Q.C.

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