



DEPARTMENT OF ENERGY

QUINTUPLICATE

Energy Center, Rizal Drive cor. 34th St.,
Bonifacio Global City, Taguig

PURCHASE ORDER

PR No. 01-0101-2024-08-M0433

Supplier : <u>DAVAO RACK ONLINE SHOP</u>	P.O. No. : <u>2024-11-425</u>
Address : <u>583 Carnation St., Km. 5, Buhangin, Davao City</u>	Date : <u>11/12/2024</u>
TIN : _____	Mode of Procurement : <u>AMP-NP 53.9</u>

Gentlemen: **MR. FLORENDO T. LEGASPI** Reso 140, 15513 s. 2024
Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery : <u>DEPARTMENT OF ENERGY - Mindanao Field Office, 3rd Flr Tolentino Bldg. Candelaria Ave, Davao City (K R I Soteno)</u>	Delivery Term : <u>within 30 days upon receipt of PO</u>
Date of Delivery : _____	Payment Term : <u>Payment will be processed within 30 days upon completion of delivery of all items and services, submission of all required documents & issuance of certificate of acceptance from the end-user. Payment is through check subject to government budgeting, accounting and auditing rules.</u>

Stock/Property No.	Unit	Description	Quantity	Unit Cost	Amount
	pieces	PROCUREMENT OF STORAGE METAL RACK (BOLTLESS) Storage Metal Rack (Boltless) <u>Terms of Reference:</u> a. Technical Specifications: - 5 layers (adjustable) - Paint coated (preferably gray or black) - 120cm x 40 cm x 183 cm (LxWxH) - 100 kg capacity per layer - Heavy duty b. It would be agreed that there is no escalation of the quotation price. c. Supplies must be delivered in good quality and in exact quantity as stated in the Purchase Order. Any defective/damaged items found within 15 calendar days shall be replaced by the Supplier at no cost within 7 calendar days upon notification. d. The quotation prices will be inclusive of any kind of taxes, fees and charges and other legal exactions	30	2,800.00	84,000.00
TOTAL					84,000.00

(Total Amount in Words) **Eighty-four Thousand Pesos Only**

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the underdelivered items as the **Notice to Proceed (NTP)** when signed by the Supplier.

Conforme: <u>FLORENDO T. LEGASPI</u> Signature over Printed Name of Supplier <u>NOV 14, 2024</u> Date	Very Truly yours: <u>MDO J. GERONIMO</u> Signature over Printed Name of Authorized Official rsp/KBJS Director, MFO Designation
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Fund Cluster : <u>1 01</u> Funds Available : <u>1 P. 84,000.00</u> <u>POF #, 01-2472-515</u> <u>Page 1 of 4</u> KBJS <u>HELEN C. ROLDAN</u> Signature over Printed Name of Chief Accountant/Head of Accounting Division/Unit	ORS/BURS No. : <u>02-101101-202411-07161</u> Date of the ORS/BURS: <u>18 Nov. 2024</u> Amount : <u>84,000.00</u>
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CONDITIONS AND INSTRUCTIONS

1. Delivery of the items shall be made to the Department of Energy Property Officer at the Energy Center, Merritt Road Fort Bonifacio Metro Manila, unless otherwise indicated and shall be accompanied by the following documents:
 - a) Original and copies of invoice and packing list to be sent to Department of Energy, Energy Center, Merritt Road, Fort Bonifacio, Metro Manila as soon as possible, with copy of bill of lading/railroad waybill/truck waybill/air waybill and freight receipt showing proper description, weights, cubage and rates. The amount of freight prepaid, if any, and order number as above.
2. The above P.O. number *must* appear on all invoices, bills of lading, express receipts and correspondence mark all shipping tags and packages with above order number.
3. Seller's failure to deliver when due will authorize the Department of Energy at its discretion to impose a penalty of a deduction from the invoice value, as liquidated damages, 1/10 of 1% of the total value of the order for each day of delay in delivery or of the total undelivered portion thereof; or make an open market purchase of the items undelivered and charge to defaulting seller the excess in price if any. In either case, the Department of Energy reserves the right to rescind or cancel this order.
4. No partial delivery of item/s under the P.O. is allowed.
5. Seller warrants that the use or sale by the Purchaser of material specified herein will not subject Purchaser to charges of patent infringement and further agrees to hold Purchaser harmless against any and all results of such charges.
6. Material must not be in excess of quantity. The non-conforming items will be rejected and excess will be returned at Seller's expense.
7. Substitution or extra charges under this order will not be permitted except on specific authority of this office.
8. Delinquency in delivery or otherwise unsatisfactory service will be considered cause for cancellation and/or rejection, at no expense to Purchaser.
9. Purchaser reserves the right to suspend shipments of the material covered by this Order in event of strikes, accidents or other contingencies beyond Purchaser's control.
10. Purchaser reserves the right to issue a Change Order whenever it becomes necessary to cancel or make any changes in this Purchase Order.
11. The contract created by this Order and its acceptance or confirmation is subject to the agreement of the Seller or contractor that all persons engaged upon the work hereunder, or entering upon the plant, vessel or other property of the Purchaser, consignee, or owner hereunder named for the purpose of delivering, installing, inspecting, repairing or estimating supplies, material or work hereunder shall be considered servants of the Seller or contractor or sub-contractor thereunder and not of the Purchaser, consignee, or owner and that the Seller or contractor shall hold the Purchaser, consignee, or owner harmless from all liability resulting from any claim for accident to or death of any such persons whether any such claim arise or be caused by negligence or otherwise of the Seller, Contractor, its Agents or Employees, or any sub-contractor, person or corporation.
12. CONTRACTOR warrants that it or any of its officials or representatives have not given any money or gift to any employee/official of CLIENT to influence the decision regarding the awarding of this Contract, nor CONTRACTOR has, its officials or representatives have exerted or utilized any unlawful influence on any employee/official of CLIENT to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage or contingent fee. CONTRACTOR hereby agrees that breach of these warranties shall be sufficient ground for CLIENT at its discretion to terminate or cancel this contract, or deduct such commission, percentage, brokerage, or contingent fees from the Contract price without prejudice to CONTRACTOR's or any other person's civil or criminal liability under the Anti-Graft Law and other application laws.