

DEPARTMENT OF ENERGY

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

QUINTUPLICATE

PMD-QF-17 27 October 2023

Rev 2

PURCHASE ORDER PR No. 02-0101-2024-01-0007

Supplier: BUSINESSWORT DEBETSHING CORP			P.O. No. : <u>2024-06-141</u>				
Address : Rau	ss : Raul L. Locsin Bldg., 95 Balete Drive Ext., New Manila, Onezon City			Date: 07_hin_2024			
TIN:			Mode of Pro	ocurement:		6	
	36P 47	DY STATE OF THE LABOUR FOOL OF SOME			Reso No. 205	s. 2024	
Gentlemen:		RLYN F. SERVANEZ (02) 8527-2396 furnish this Office the following articles subject to the te	rms and cond	ditions containe	d herein:		
Place of Delivery :	DEPA I. M. R	RTMENT OF ENERGY, Energy Center, Rizal Dr., BG(Taguig Cit Delivery Te	rm : <u>Public</u>	ation on the regula	ed date	
			-	•	t will be processed	•	
Date of Delivery:	·				ubmission of all re acceptance from t		
					anniant to doseinu		
Stock/Property No.	Unit	Description	SCCORU	ing 256aHtitiyag i	^{iles} Unit Cost	Amount	
*	· ·	PUBLICATION OF THE DC2024-05-0010 "PRESCRIBING AMENDMENTS TO DEI CIRCULAR NO. DC2020-06-0016, OR TI ENERGY PERFORMANCE FOR PRODUCTION GUIDELINES"	PARTMEN HE MINIMU	JM		ele.	
		See attached Terms of Reference (TOR) Service Agreement for details	and approv	ed		34	
		-	kuma (em) E	 	<u>.</u>	₱ 5,460.	
		rate per con	шин (сиг) г	12% EVA	1	₽ 3,468.	
		TOTA	AL AMOU			₽ 6,115.	
		*Subject to deduction of allowed governm total amount.	ent faxes c	B			
		** **	مسم	,			
(Total Amount in Word	s)	Six Thousand One Hundred Fifteen Pesos and	Twenty Ce	entavos only			
day of delay	of failure to shall be in	o make the full delivery within the time specified above, mposed on the underdelivered item/s. This PO serves as the Notice of the Very Truly yours:	a penalty of o	one-tenth (1/10) (NTP) when a	SAI FS authorized Official	-	
		Date		Designation			
Fund Cluster:			ORS/BURS	No.: _ 🤻 👯 F	1,1 M 14	1出7	
Funds Available:	· · · · · · · · · · · · · · · · · · ·	**	Date of the 0	ORS/BURS:	1		
4 E	. Z . #	BETTE STATE OF THE PROPERTY.	Amount:	•			
page 1 o marc/jpo	n . ? ∷caq ^{Signa}	ature over Printed Name of Chief Accountant/Head of Accounting Division/Unit			,	ماء انتال	
			<u> </u>		يرمغي	6/20	

CONDITIONS AND INSTRUCTIONS

- 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.
- 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 of 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.

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