



PHILIPPINE NATIONAL OIL COMPANY

PNOC Building VI, Energy Center, Rizal Drive,
BGC, Taguig City
TIN 000-169-191-000 VAT

PURCHASE ORDER

PY-716 (Rev. 09/88)

SUPPLIER NAME AND ADDRESS OEM INDUSTRIAL PARTS AND CONSTRUCTION SERVICES CORPORATION 878 B HIMLAYAD ROAD TANDANG SORA, QUEZON CITY	YOUR QUOTATION REFERENCE PROPOSAL SUBMITTED BY: FERNANDO DESAMITO	PO No 298809
		REQUISITION NO. ESB-24-046
DELIVER PROMPTLY TO PNOC ENERGY SUPPLY BASE, BGY. MAINAGA, MABINI, BATANGAS ATTN. ENGR. N.C. PASASADABA	ABOVE PURCHASE ORDER AND REQUISITION NUMBERS MUST APPEAR ON ALL SHIPPING AND BILLING DOCUMENTS. THE COMMODITY CODES SHOWN BELOW MUST APPEAR ON ALL INVOICES AND SHIPPING LISTS. CAREFULLY READ AND FOLLOW ALL INSTRUCTIONS SHOWN AT THE BACK OF THIS PURCHASE ORDER.	DATE PO PREPARED July 22, 2024
		ACCOUNTING CHARGES 3500
		DOLLAR CONVERSION/AMOUNT

PAYMENT TERMS (UPON SUBMISSION OF ORIGINAL INVOICE & PO) NET 30 DAYS	DELIVERY TERM DELIVERY: WITHIN NINETY (90) CALENDAR DAYS FROM RECEIPT OF PURCHASE ORDER
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ORIGIN

ITEM NO.	COMMODITY CODE	UM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1		sets	SUPPLY AND DELIVERY OF FOAM - FILLED RUBBER FENDER WITHOUT TIRE NET - DIMENSION: 1200mm D x 2000mm L - REACTION FORCE: 280 KN - ENERGY ABSORPTION: 91 KN-m - PERFORMANCE TOLERANCE: +/- 10% - WARRANTY: ONE (1) YEAR ~~~~~ NEXT PAGE (OTHER TERMS AND CONDITIONS) ~~~~~ NOTE: 12% VAT INCLUDED	4	324,800.00	PhP <u>1,299,200.00</u>

SUPPLIER ACCEPTANCE		REVIEW AND APPROVAL	
TERMS AND CONDITIONS ACCEPTED BY:	DATE ACCEPTED:	REVIEWED BY:	<i>R. M. Babera</i> R. M. BABERA
ORIGINAL PO RECEIVED BY:	DATE RECEIVED:	APPROVED BY:	<i>Pres. O. B. Butalid</i> PRES. O. B. BUTALID

SUPPLIER'S COPY

No 298809

PURCHASE ORDER


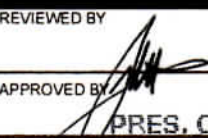
PY - 717 (REV 01/92)

OEM INDUSTRIAL PARTS AND CONSTRUCTION SUPPLY CORPORATION

SHEET NO 2 OF 3

PO NO 298809

ITEM NO	COMMODITY CODE	UM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT							
			<p><u>PERFORMANCE SECURITY:</u></p> <p>To guarantee the faithful performance by the winning bidder of its obligation under the Contract / Purchase Order, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of Purchase Order.</p> <p>The performance security shall be denominated in Philippine Pesos and posted in favor of the PNOC in an amount equal to the percentage of the total Contract / Purchase Order price in accordance with the following schedule:</p> <table border="1" data-bbox="406 734 1544 1249"> <thead> <tr> <th>Form of Performance Security</th> <th>Amount of Performance Security</th> </tr> </thead> <tbody> <tr> <td>1. Cash or Cashier's / Manager's Check issued by a universal or commercial bank</td> <td rowspan="2">Five Percent (5%) PHP 64,960.00</td> </tr> <tr> <td>2. Bank draft / guarantee or irrevocable letter of credit issued by a universal or commercial bank, Provided, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank</td> </tr> <tr> <td>3. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td>Thirty Percent (30%) PHP 389,760.00</td> </tr> </tbody> </table> <p>Failure to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.</p> <p><u>WARRANTY:</u></p> <p>OEM INDUSTRIAL PARTS AND CONSTRUCTION SUPPLY CORPORATION (OEM) warrants that the Goods supplied under the Purchase Order are new and unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the PNOC provides otherwise.</p> <p>***** NEXT PAGE (CONTINUATION OF WARRANTY) *****</p>	Form of Performance Security	Amount of Performance Security	1. Cash or Cashier's / Manager's Check issued by a universal or commercial bank	Five Percent (5%) PHP 64,960.00	2. Bank draft / guarantee or irrevocable letter of credit issued by a universal or commercial bank, Provided, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank	3. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%) PHP 389,760.00			
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SUPPLIER ACCEPTANCE		REVIEW AND APPROVAL	
TERMS AND CONDITION ACCEPTED BY	DATE ACCEPTED	REVIEWED BY	 P. M. BABERA
ORIGINAL PO RECEIVED BY	DATE RECEIVED	APPROVED BY	 PRES. O. B. BUTALID

PURCHASE ORDER

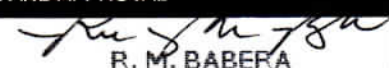
PY - 717 (REV 01/93)

OEM INDUSTRIAL PARTS AND CONSTRUCTION SUPPLY CORPORATION

SHEET NO 3 OF 3

PO NO 298809

ITEM NO	COMMODITY CODE	UM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<p>OEM further warrants that all Goods supplied under this Purchase Order shall have no defect, arising from design, materials, or workmanship or from any act or omission of OEM that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>The PNOC shall promptly notify OEM in writing of any claims arising under this warranty. Upon receipt of such notice, OEM shall, within the period specified in the bidding documents and with all the reasonable speed, repair or replace the defective goods or parts thereof, without cost to the PNOC.</p> <p>If OEM having been notified, fails to remedy the defect(s) within the period specified in the bidding documents, the PNOC may proceed to take such remedial action as may be necessary, at OEM's risk and expense and without prejudice to any other rights which the PNOC may have against OEM under the contract and under the applicable law.</p> <p><u>LIQUIDATED DAMAGES:</u></p> <p>When OEM fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, OEM shall be liable for damages for the delay and shall pay PNOC liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by PNOC. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, PNOC may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.</p> <p>***** NOTHING FOLLOWS *****</p>						

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