



JOHN HAY MANAGEMENT CORPORATION  
a member of The PH 330 Group

# PURCHASE/JOB ORDER

PO/JO Number: 2024-086

(Please quote this number on all related correspondence.  
delivery/shipping papers and invoice)

<b>TO:</b> <b>POWERARC INDUSTRIAL MACHINERY CORPORATION</b> 218 BGC Bldg, Susano Road Brgy. 170 Deparo Caloocan City  Contact Name: Tel No.: 09070704191 TIN:	<b>DELIVER/SHIP TO:</b> John Hay Management Corporation JHMC Office Complex JHSEZ Loakan Road Baguio City 2600 Contact Name: Tel No.: 074-444-5823 Fax No.: 074-444-5823 TIN: 004-025-168-000
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PO Date of Approval	PR No.	Requesting Department	Mode of Procurement	Date of Delivery	Delivery Term	Payment Term
5/21/2024	0001020	ASD - GSD	Shopping 52.1 (b)	6/10/2024	TWENTY (20) days upon receipt of PO	COD

Item	Quantity	Unit	Description	Unit Cost	Amount
1	1.00	UNIT	Specification Thermoplastic Paint Preheater (Kneader machine) (Single cylinder; diesel engine) paint capacity - 1500 k; heating method - LPG; truck mounted with complete accessory w/ 1 year warranty)	215,000.00	215,000.00

NOTE: PROCUREMENT OF THERMOPLASTIC PAINT PREHEATER  
GDS-007

<b>PESOS: TWO HUNDRED FIFTEEN THOUSAND AND 00/100 PESOS ONLY</b>	<b>215,000.00</b>
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**Terms and Conditions:**

This Purchase/Job Order (PO/JO) shall be governed by the General Terms and Conditions printed at the back hereof.

Note: Please attach the original copy of this order together with the DELIVERY RECEIPT and SALES INVOICE in the triplicate.

**BUDGET AVAILABLE:**

BUR NO. 06-2024-05-0437  
BMP - CO

JENNYLYN A. ESPOSO  
Budget Officer

Approved by:

ALLAN R. GARCIA (for above PhP 35,000.00)  
President and CEO

**FUNDS AVAILABLE:**

CAF NO. CAF 24-05-091  
240

JOSEPHINE Q. TECAN  
Accountant

EDSEL U. COLCOL (for PhP 35,000.00 and below)  
ASD Manager

I hereby certify that I am the authorized representative of the company and that by affixing my signature, it shall bind the company I am representing to the terms and conditions of the PO and all applicable provisions of RA 9184 and its revised IRR and other applicable government rules.

I further certify that the above prices, which were quoted in the Request for Quotation (RFQ), are inclusive of all taxes, freight, insurance and all other incidental expenses necessary for its delivery.

CONFORME:

Date Received: JUNE 7, 2024

Printed Name and Signature of Authorized Representative

(The supplier shall sign and return the acknowledgement copy to JHMC-Procurement. The PO may be sent through email or fax within five (5) working days after issuance.)

KINDLY EMAIL TO

[evangelina.domingo@jhmc.com.ph](mailto:evangelina.domingo@jhmc.com.ph)

THANK YOU.

## TERMS AND CONDITIONS

### 1 Obligations of Supplier (Awardee)

- a. Cause the signing of the approved Purchase/Job Order (PO/JO) by the authorized representative of the company
- b. Deliver the Goods within the agreed date of delivery, reckoned from the date the PO/JO was signed in "Conforme" by the authorized representative of the supplier
- c. Submit the original copy of the PO/JO supported by the Delivery Receipt and Sales Invoice (in triplicate) for the processing of

### 2 Obligations of JHMC

- a. Acknowledge receipt of Goods delivered, if found in accordance with the technical specifications.
- b. Pay the Supplier according to the terms of Payment in the PO/JO.
- c. Facilitate of Issuance of gate pass, if necessary.

### 3 Penalty Clause

- a. Liquidated damage in the amount of one-tenth (1/10th) of one percent (1%) of total value of the contract shall be deducted for each day of delay and failure of the contractor/supplier to make the delivery within the specified date of each delivery
- b. In case of partial delivery a liquidated damage in the amount of one tenth (1/10) of one percent (1%) of total value of the undelivered portion of the contract shall be deducted for each day of delay for failure of the contractor/supplier to to make the
- c. Facilitate of Issuance of gate pass, if necessary.

### 4 Contract Termination

The JHMC may terminate the contract for the reason of default in any of the following conditions

- a. Failure by the winning supplier to accept the award or refusal to sign the PO/JO in "Conforme by" the authorized
- b. Outside of force majeure, failure of the Supplier to deliver or perform any or all of the Goods within the period(s) specified in the contract or within the extension thereof granted by the JHMC pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price (Section IIIA, 1 b, Appendix 4 of the revised IRP)
- c. As a result of force majeure, failure of the Supplier to deliver or perform any or all of the Goods amounting to at least (10%) of the contract price, for the period of not less than sixty (60) calendar days after receipt of the notice to the BCDA stating that circumstance of force majeure is deemed to have ceased (Section IIIA, 1 b, Appendix 4 of the revised IRP)
- d. The JHMC may terminate the contract at any time if JHM sees or evaluate that the services is no longer needed and/or for the reasons of default by the provider of its contractual obligations.
- e. Failure of the Supplier to perform any other obligations under the Contract (Appendix 4, Section IIIA, 1 C, Appendix 4 of the

### 5 Blacklisting of Supplier

For refusal to accept an award, or enter into contract or perform the obligations as agreed, without justifiable cause after it has been adjudged as having the Lowest Calculated and Responsive Bid (LCRB), JHMC shall include the winning Supplier in the list of JHMC Blacklisted Suppliers for the period of one (1) year