

		in use. The result of such inspection shall be furnished to and acknowledged by the CUSTOMER's authorized representative, and shall thereafter be binding upon the parties. Cylinder inspection reports shall be acknowledged and countersigned by the CUSTOMER.			
		5.8 The CUSTOMER agrees not to transport SUPPLIER-owned cylinders to any place other than the original delivery point or the same previously designated place or storage. The CUSTOMER may, however, transport the same to some other locations upon a written request to and approval of the SUPPLIER.			
		<b>6. NOTICES:</b>			
		6.1 Any notices required or permitted to be given in connection with this agreement shall be in writing in English or Filipino Language and shall be deemed received in any of the ff:			
		i. Delivered personally, upon receipt			
		ii. Sent by prepaid registered mail, within seven (7) days from posting			
		iii. Transmitted facsimile, upon transmission			
		6.2 CUSTOMER shall inform SUPPLIER in writing in the event of change of its address or telephone numbers.			
		<b>7. FORCE MAJEURE CLAUSE:</b>			
		Neither Party shall be liable to other for failure to supply or accept delivery of goods if such failure is due to Acts of God, fortuitous events, force majeure, like war, fire, explosion, storm, tempest, flood, civil disturbance, government intervention, failure of public supply service, stoppage of work (strike) and breakdown of delivery equipment.			
		<b>8. OTHER PROVISIONS:</b>			

*"PHIC Accredited Healthcare Provider"*  
*"Valenzuela Medical Center...Where your health matters most"*



Address: Padrigal St., Karuhatan, Valenzuela City, 1441  
 Telephone Nos: 8294-6711 to 17  
 Director's Office Direct Line: 8291-4259  
 Email Address: valgen\_hosp@yahoo.com  
 Website: <https://vmc.doh.gov.ph/>

		8.1 Both parties herein agree that all and any liability arising from this agreement shall be continuously binding upon the same notwithstanding the fact that the herein duly authorized signatory and representative may have subsequently resigned/retired or that his/her official relationship with the CUSTOMER may have ended by any reason whatsoever.		
		8.2 The parties herein agree that all the terms and conditions embodied in all SUPPLIER'S sales invoices, delivery receipts, incoming receipts and authorization to pick-up SUPPLIER'S cylinders shall form an integral part of this agreement.		
		<b><u>9. GOVERNING LAW AND JURISDICTION:</u></b>		
		This agreement is governed by the laws of the Republic of the Philippines and the parties submit to the jurisdiction of the Philippine Courts. If any dispute arises between the parties relating to or enforcing any of the terms and conditions of its agreement that cannot be settled by mutual agreement, then the such dispute will be brought under the jurisdiction of the proper courts of Valenzuela City.		
		<b><u>10. TERMINATION CLAUSE:</u></b>		
		This contract shall be valid from <b>receipt of Notice to Proceed</b> until fully delivered as per quantity indicated in the Approved Purchase Order or unless either Party serves written notice to the other party at least thirty (30) days prior to the expiry date of intent to terminate this contract.		
		<b>GRAND TOTAL...</b>		<b>P 1,754,088.00</b>

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 Email Address: valgen\_hosp@yahoo.com  
 Website: <https://vme.doh.gov.ph/>

You are required to submit the performance security in the form and amount stipulated in the Instruction to Bidders. Failure to provide the performance security shall constitute sufficient grounds for cancellation of the award and failure of the bid security.

The Valenzuela Medical Center reserves the right to withdraw / terminate this Notice of Award in view of non-delivery on the time specified, delivery of items of poor quality / substandard and any other violation of the terms and conditions provided in the Instruction to Bidders.

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a) Cash or Cashier's/manager (payable to <b>BUREAU OF TREASURY</b> ), check issued by a Universal or Commercial Bank	
b) 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.	Goods and Consulting Services - Five percent (5%); Infrastructure Projects - Ten percent (10%)
c) 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%)

#### INSTRUCTIONS:

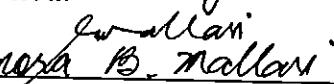
If you have no corrections to the contents of this NOTICE OF AWARD (NOA), please submit Performance Security. The original copy of the NOA should be signed and claimed at the BAC Office, Valenzuela Medical Center. Further, please submit a certificate stating your Bank Account details.

Approved by:

 JAN 02 2025  
ESTELA E. JAVIER, MD, FPOGS, FPPMS  
OIC - Medical Center Chief II

Emailed  
1/3/25

Conformed:

  
Leonora B. Mallari  
Authorized Representative  
CALOOCAN GAS CORPORATION  
Company

Date: 1/3/2025

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