

July 11, 2025

Negotiated - Small Value

Please furnish this office the following articles subject to the terms and condition contained herein

Refer to appendix 22 of R.A. 9184

In case failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one (1) percent of every day of delay shall be imposed.

Amount

Page 1 of 2

- 2 AWARDEE shall be responsible for the source(s) of his supplies/materials/equipment and shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order (PO). Failure by the AWARDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the Next Lowest Responsive Proposal, as determined by the City's Bids and Awards Committee Goods and approved by the Head of Procuring Entity or his duly authorized representative.
- 3 The Goods shall only be delivered by the Supplier at the City General Services Office of the located at the New City Hall Building not later than 10:00 up to 3:00 pm on the date of delivery as indicated in PO.
- Moreover, the delivery schedule as indicated in the PO may be modified at the option of the Procuring Entity with prior due notice, written or verbal, to the Supplier.
- 4 Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but failed to deliver the required product(s) within the time called for in the same order, he may be extended maximum period of FIFTEEN (15) calendar days to make good his delivery. Thereafter if AWARDEE has not completed delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE, without prejudice to the imposition liquidated damages. The City Government of Puerto Princesa (CGPP) shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for his qualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under RA 9184 and its IRR.
- 5 The goods delivered are accepted by the Procuring Entity as to quantity only. However, inspection as to the Goods' compliance with the technical specifications, and its order and condition, will be done in the presence of the representatives of both Supplier and Procuring Entity within three (3) working days from the date of the delivery upon prior due notice, written or verbal, to the authorize representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the results of the inspection conducted by the procuring Entity shall be final and binding upon the Supplier.
- 6 Rejected deliveries shall be construed as non-delivery of product (s) / item(s) so ordered and shall be, if applicable, subject to liquidated damages and to the terms and conditions prescribed under item 4 hereof.
- 7 Supplier shall guarantee his deliveries to be free from defects. Any effective item(s)/product(s) that may be discovered by the CGPP within three (3) months after acceptance of the same shall be replaced by the Supplier within seven (7) calendar days upon receipt of a written notice to that effect.
- 8 A penalty of one-tenth of one per cent (0.001) of the cost of the unperformed portion for everyday of delay.
- The maximum deduction shall be ten per cent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten per cent (10%) of the amount of the contract, the producing entity shall rescind the contract, without prejudice to other courses of action and remedies open to it. The Procuring Entity may also rescind the contract and impose 10% of the amount of the contract as liquidate damages, upon non-performance by the Supplier of any of its obligations under the contract.
- The imposition of liquidated damages in all instances shall be automatic, except upon prior request for extension and approval thereof by the Procuring Entity before the scheduled delivery date. Any request for extension not acted upon before delivery date shall be considered denied.
- 9 All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
- 10 The Notarization of this instrument shall be on the account of the supplier.
- 11 The technical specifications, bid proposal and other documents required from the AWARDEE shall form part of this Purchase Order.

REPUBLIC OF THE PHILIPPINES)
PUERTO PRINCESA CITY JS.S.

Accepted By:

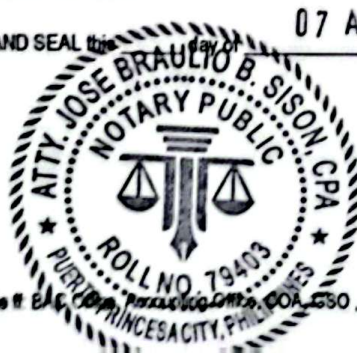

NILDA D. CLOA

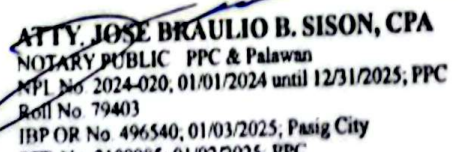
BEFORE ME, a Notary Public for and in the City of Puerto Princesa, Philippines on this 07 AUG 2025 day of 2025, personally appeared _____ known to me to be the same person who accepted the foregoing Terms and Conditions of a Purchase Order and who acknowledged to me that the same is his free and voluntary act and deed and of the entity he represents.

This Instrument refers to a _____ consisting of _____ (_____) pages including this page and its Annexes, signed by the parties and their material witnesses.

WITNESS MY HAND AND SEAL this 07 AUG 2025 day of 2025.

Doc No. : 127
Page No. : 25
Book No. : X1A
Series of : 25




ATTY. JOSE BRAULIO B. SISON, CPA
NOTARY PUBLIC PPC & Palawan
NPL No 2024-020, 01/01/2024 until 12/31/2025; PPC
Roll No 79403
IBP OR No 496540; 01/03/2025; Pasig City
PTR No 2109985; 01/02/2025; PPC
MCLE CN VIII-0000539; 09/23/2022 until 04/14/2028
barason@gmail.com; 09279619860