

TERMS AND CONDITIONS
(PURCHASE ORDER)

1 ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF QUOTATION

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 _____ (____) 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within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE, without prejudice to the imposition liquidated damages.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.

Accepted By:

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

30 SEP 2025

BEFORE ME, a Notary Public for and in the City of Puerto Princesa, Philippines on this ___ 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 _____ day of _____, 2025.

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