

Contract shall be executed by the account of the supplier/contractor/contractor and shall make delivery in accordance with schedule, quality and quantity and maintain compliance with the terms of the contract to comply with the terms that be provided for satisfaction of the award and shall make good to the Procuring Entity and be responsible for the cost of the Procurement Process, as determined by the City's Risk and Compliance Office and approved by the head of Procuring Entity or his duly authorized representative.

The goods delivered or received by the Procuring Entity of the City General Services Office of the located at the New City Hall Building not later than 10:00 AM on the date of delivery as indicated in the

Invoice. Deliveries scheduled as indicated in the PO may be received at the option of the Procuring Entity with prior due notice, written or verbal, to the

Contractor. In the event of the receiving organization where AWARD has accepted a purchase order but failed to deliver the required products within the time limit or in the same order, it may be extended maximum period of () calendar days to make good for delivery. Should the contractor fail to complete delivery within the extended period, the subject purchase order shall be cancelled and the award for the contract shall be awarded to the next qualified bidder without prejudice to the contractor's liquidated damages. The City Government of Puerto Princesa shall not be responsible for the cost of the award (including the award itself) from such other sources as it may determine, with the difference in price to be charged against the contractor. The contractor shall be held liable for the difference in price to be charged for the qualification from future bids. The contractor shall be held liable to the satisfaction of other agencies as prescribed under RA 9184 and its IRR.

The goods delivered as accepted by the Procuring Entity as to quantity only. However, inspection as to the Goods' compliance with the technical specifications and its size, 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 authority representative of the Supplier. The inspection shall be done at scheduled time 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.

Special deliveries shall be received as per delivery of product (s) / item(s) as ordered and shall be, if applicable, subject to liquidated damages and to the terms and conditions prescribed under RA 9184.

Goods shall guarantee its delivery to be free from defects. Any defective item(s)/product(s) that may be discovered by the CIOPP within three (3) working days acceptance of the same shall be replaced by the Supplier within seven (7) calendar days upon receipt of a written notice to that effect.

A penalty of one-tenth (0.01) of the cost of the unperformed portion for every day 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 procuring entity shall rescind the contract, without prejudice to other causes 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 liquidated damages upon non-performance by the Supplier of any of its obligations under the contract.

The imposition of liquidated damages is all instances shall be automatic, except upon prior request for extension and approval issued by the Procuring Entity before the scheduled delivery date. Any request for extension not acted upon before delivery date shall be considered denied.

Arbitration, claims and other fees and revenue charges, if any, shall be for the supplier's account.

The Allocation of the instrument shall be on the account of the supplier.

The technical specifications, bid proposal and other documents required from the AWARD shall form part of the Purchase Order.

Accepted by **BELLA HANSON**

REPUBLIC OF THE PHILIPPINES
PUERTO PRINCESSA CITY

BEFORE ME, a Notary Public, 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 after acknowledging to me that the same is his free and voluntary act and deed and of his own free will and accord.

The instrument refers to a _____ consisting of _____ pages including the page and its annexes signed by the parties and their mutual witnesses.

WITNESS MY HAND AND SEAL this _____ day of _____, 2025.
Notary Public
Signature
Date

ATTY. WILSON ARNOLD MARIC O. VALATOS
Notary Public, Puerto Princesa City, Man. of Abot Kinabayan
Mata, Iyeg, Agutayay and Magayway, Palawan
RPL No. 154-195, Unit 154-195, 1st Floor, 154-195
P.O. Box 154-195, P.O. Box 154-195, 1st Floor, 154-195
RPL No. 154-195, Unit 154-195, 1st Floor, 154-195
Mata, Iyeg, Agutayay and Magayway, Palawan