

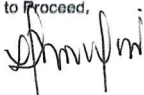
TERMS AND CONDITIONS

1. Supplier shall be responsible for the source(s) of its goods/equipment; and shall make deliveries in accordance with the schedule, and specifications of the award or purchase order (PO). Failure by the Supplier to comply with this provision shall be a ground for cancellation of the award or purchase order issued to the Supplier.
2. Supplier shall pick up the Purchase Order(s) and Notice to Proceed issued in its favor within three (3) days from the date of receipt of notice to that effect. A fax transmission or electronic mail shall constitute an official notice to the Supplier. Thereafter, if the purchase order remains unclaimed, the said purchase order shall be cancelled. To avoid delay in the delivery of the requesting agency's requirements, all defaulting suppliers shall be precluded from proposing or submitting substitute quotation(s) or item(s).
3. Subject to the provisions of the preceding paragraph, where Supplier has accepted a purchase order but fails to deliver the required goods within the time called for in the purchase order, Supplier shall be charged liquidated damages (LD). The amount of LD, deductible from payments due to Supplier, shall be one tenth of one percent (0.1%) of the total value of the undelivered goods for every day of delay of the delivery of the purchased goods. Once the cumulative amount of LD reached 10% of the amount of PO, the Procuring Entity shall rescind the PO without prejudice to other courses of actions open to the Procuring Entity under RA 9184 and its IRR, and other laws.
4. All deliveries of the Supplier shall be subject to inspection and acceptance by the Procuring Entity. All necessary tests undertaken or caused to be undertaken by the Procuring Entity on the goods shall be for the account of the Supplier.
5. Rejected deliveries shall be construed as non-delivery of goods so ordered and shall be subject to liquidated damages and rescindment of the PO prescribed in paragraph 3 hereof.
6. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
7. As a pre-condition to payment, IMPORTATION DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to the Procuring Entity.
8. All payments are subject to withholding of creditable Value Added Tax (VAT) and/or Expanded Value Added Tax per revenue regulation(s) of the Bureau of Internal Revenue.
9. One hundred percent (100%) payment shall be made to the Supplier upon 100% full delivery and final inspection and acceptance by the Procuring Entity subject to the submission of the following documents:
 - i. Original and 4 copies of the Suppliers Invoice showing the Goods description, quantity, unit price and total price;
 - ii. Original and 4 copies of Delivery Receipts;
 - iii. Original Statement of Accounts;
 - iv. Approved Notice of Award;
 - v. Approved Purchase Order;
 - vi. Approved Notice to Proceed.

Conforme:

Signature over printed name of Supplier

Date


Lancel B. Bautista
February 01, 2021



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[Handwritten Signature]
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February 01, 2021

