



**TERMS AND CONDITION**

1. **PRICES.** All prices quoted herein are valid, binding and effective at least ninety (90) calendar days from date of quotation/ notice of award. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
2. **NOTICE.** Awardee/ Supplier shall pick up purchase order (s) issued on his favor within three (3) days after receipt of notice to that effect. A telephone call or fax transmission shall constitute an official notice to the Awardee/ Supplier. Thereafter, if the purchase orders (s) remain unclaimed, the said purchase order (s) shall be sent by the messengerial service to the Awardee/ Supplier at the latter's expense. To avoid delay in the delivery of the requesting office's requirements, all Suppliers shall be precluded from proposing or submitting a substitute sample.
3. **DELIVERY.** Awardee/ Supplier 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. Failure by the Supplier to comply with the same shall be ground for cancellation of the award and purchase order without prejudice to the imposition of administrative sanctions provided by the internal rules of the procuring Entity and/ or other applicable laws.

The Procuring Entity (GOVERNANCE COMMISSION FOR GOCCs) reserves the right to accept or reject delivered articles if found not conforming to specifications, terms and conditions stipulated.

4. **PLACE OF DELIVERY.** Awardee/ Supplier shall deliver the items to the Procuring Entity and its Property Officer for inspection and acceptance.
5. **LIQUIDATED DAMAGES.** When the Supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Awardee/ supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by the way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall automatically rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

Rejected deliveries shall be construed as non-delivery of product (s)/ item (s) and shall be subject to liquidated damages, subject to the terms and conditions prescribed hereof.

6. **WARRANTY.** For the procurement of goods, in order to assure that manufacturing defects shall be corrected by the Awardee/ Supplier, a warranty security shall be required from the Awardee/ Supplier for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable supplies, after acceptance by the procuring entity of the delivered supplies. Any defective items (s)/ product (s) that may be discovered by the Procuring entity within the warranty period shall be replaced by the Award/ Supplier within seven (7) calendar days upon receipt of a written notice to that effect.
7. **PAYMENT.** Payment shall be made upon submission of the proof of Acceptance and Inspection report issued by the Procuring entity. All transactions are subject to applicable withholding taxes in accordance with existing BIR Rules and Regulations.
8. **OTHER TERMS AND CONDITIONS.** The Procuring Entity may include other terms and conditions depending on the need and nature of the items subject to the purchase order/ contract. The provisions, terms and condition in the project's Terms of Reference (TOR) shall prevail over these terms and condition in case of conflict.

9. Provisions contained in Title VI of the Civil code of the Philippines on Sales and in Republic Act 9184 and its Revised implementing Rules and Regulations are hereby incorporated and made as an integral part hereof.

10. This serves as your Notice to Proceed.

Full Name and Signature of Authorized Representative  
Date Signed

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