



## **TERMS AND CONDITIONS**

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/equipments, shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order. He shall ensure the continuous delivery of the needed supplies/materials/equipments in order not to compromise the smooth implementation/completion of the project. Failure by the **AWARDEE** to comply with the same shall be ground for cancellation of the award and purchase order issued that **AWARDEE** and for re-awarding the item(s) to the **ALTERNATIVE AWARDEE**.
3. **AWARDEE** shall pick-up purchase order(s) in his favor within three (3) days after receipt of notice to that effect. A telephone call or fax shall constitute an official notice to the **AWARDEE**. Thereafter, if the purchase order(s) remain unclaimed, the said purchase order(s) shall be sent by the messengerial service to the **AWARDEE** at the latter's expense. To avoid delay in the delivery of the requesting agency requirement, all **DEFAULTING AWARDEES** shall be precluded from proposing or submitting sample.
4. The schedule of delivery is on a staggered basis, the Procuring Entity shall make, after every delivery, an accounting of the amount actually payable based on the date of the delivery receipt to determine the allowable unit/volume that may still be ordered from the remaining amount allotted for each Petroleum, Oil & Lubricants (POL) products. The procuring entity shall be allowed to make adjustments in the units/volume to be delivered per type of product to conform to the remaining amount in the total contract price.
5. Upon the expiration of the 30-day calendar period from date of quotation, the prevailing pump prices of fuel acquired by the **DPWH-Pampanga 1<sup>st</sup> DEO** from the Awardee shall be used as the basis for payment.
6. All deliveries by suppliers shall conform to all applicable **DPWH Standards and Specifications** and be subject to inspection and acceptance by the **DPWH-Pampanga 1<sup>st</sup> DEO**. All necessary laboratory test undertaken by the **DPWH-Pampanga 1<sup>st</sup> DEO** on the item(s) shall be for the account of the supplier.
7. Rejected deliveries shall be constructed as no-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to terms and conditions prescribed under paragraph 4 hereof.
8. Supplier shall guarantee his deliveries to be free from defects. Any defective item(s)/product(s), thereof that may be discovered by the **DPWH-Pampanga 1<sup>st</sup> DEO** 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 affect.
9. A penalty of one-tenth of one percent (0.001) of the total value of the product(s)/good(s) purchased shall be deducted for each day of delay in the delivery of the product(s) ordered.
10. All duties, excise and other taxes and revenue charges, if any shall be for the supplier's account.
11. As a pre-condition to payment, **IMPORTANT DOCUMENTS** specially showing the condition and serial numbers of imported equipments purchased should be submitted by the supplier to the **DPWH-Pampanga 1<sup>st</sup> DEO**.
12. All transactions are subject to withholding of creditable Value Added Tax (VAT) per revenue No. 10-93.