





In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one (1) percent for every day of delay shall be imposed.

Conforme:

  
Signature over printed name of Supplier


11/16/2020  
Date

Very truly yours,

  
Signature over Printed Name of Authorized Official

Regional Director  
Designation

Funds Cluster: DRRM 2020  
Funds Available: Php 60,000.00

  
Signature over printed name of Chief Accountant/ Head of Accounting Division/Unit

ORS/BURS No. : \_\_\_\_\_  
Date of the ORS/BURS: \_\_\_\_\_  
Amount : \_\_\_\_\_

- 1 ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN SIXTY (60) CALENDAR DAYS FROM DATE OF QUOTATION.
- 2 AWARDDEE shall be responsible for the source(s) of his supplies/materials/equipment shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order. Failure by the AWARDDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDDEE and for re-awarding the item(s) to the ALTERNATE AWARDDEE.
- 3 AWARDDEE shall pick up purchase order(s) issued in 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 AWARDDEE. Thereafter, if the purchase order(s) remain unclaimed, the said purchase order(s) shall be sent by messengerial service to the AWARDDEE at the latter's expense. To avoid delay in the delivery of the requesting agency's requirement, all DEFAULTING AWARDDEES shall be precluded from proposing or submitting a substitute sample.
- 4 Subject to the provisions of the preceding paragraph, where AWARDDEE has accepted a purchase order but fails to deliver the required product(s) within the time called for in the same order, he shall be extended a maximum of fifteen (15) calendar days under liquidated damages to make good his delivery. Thereafter if AWARDDEE 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within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDDEE. The Procurement Service 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 AWARDDEE. Refusal by the DEFAULTING AWARDDEE to shoulder the price difference shall be ground for his disqualification 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-A.
- 5 All deliveries by suppliers shall be subject to inspection and acceptance by the OFFICE OF CIVIL DEFENSE. All necessary laboratory tests undertaken by the OFFICE OF CIVIL DEFENSE on the item(s) shall be for the account of the supplier.
- 6 Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 4 hereof.
- 7 Supplier shall guarantee his deliveries to be free from patent and latent defects. Any defective item(s) / product(s), therefore that may be discovered by the OFFICE OF CIVIL DEFENSE 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 percent (0.001) of the total value of the product(s)/goods purchased shall be deducted for each day of delay in the delivery of the product(s)/goods ordered.
- 9 All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
- 10 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 OFFICE OF CIVIL DEFENSE.
- 11 All transactions are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93.