

**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. The following requirements must be submitted PRIOR to: ☐ submission of offer/s; ☒ evaluation of offer/s; or ☐ issuance of Notice of Award (please check one)

(Please check one)	Mayor's Permit	Curriculum Vitae (Consulting)	PhilGEPS No.	Income, Business Tax Returns	Omnibus Sword Statement
☐ Direct Contracting	✓		✓	✓ For ABC above P500K	
☒ Shopping NP-Small Value Procurement	✓		✓		
☐ Lease of Venue	✓	✓	✓	✓ For ABC above P500K	✓ For ABC above P50K
	Except for gov't agency		Except for gov't agency	Except for gov't agency	

*For individuals engaged under Small Value Procurement, only the BIR Certificate of Registration shall be submitted in lieu of DTI Registration and Mayor's Permit.

3. AWARDEE 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 AWARDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDEE and for awarding to the next lowest complying quotation.
4. AWARDEE 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 AWARDEE. Thereafter, if the purchase order(s) remain unclaimed, the said purchase order(s) shall be sent by messengerial service to the AWARDEE at the latter's expense. To avoid delay in the delivery of the requesting agency's requirement, all DEFAULTING AWARDEES shall be precluded from proposing or submitting a substitute sample.
5. Subject to the provisions of the preceding paragraph, where AWARDEE 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 minimum fifteen (15) calendar days under liquidated damages to make good his delivery. Thereafter if AWARDEE 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within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE. 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 AWARDEE. Refusal by the DEFAULTING AWARDEE 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.
6. All deliveries by suppliers shall be subject to inspection and acceptance by the MWSS Regulatory Office. All necessary laboratory tests undertaken by the MWSS Regulatory Office on the item(s) shall be for the account of the supplier.
7. 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.
8. Supplier shall guarantee his deliveries to be free from defects. Any defective item(s) / product(s), therefore that may be discovered by the MWSS Regulatory Office, 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.
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)/ good(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, IMPORTATION DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to the MWSS Regulatory Office.
12. All transactions are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93.