

**TERMS AND CONDITIONS
(PURCHASE ORDER)**

1. ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND SHALL BE EFFECTIVE UPON SIGNING OF BOTH PARTIES AND END UPON THE LAST DELIVERY OF THE GOODS AND ACCEPTANCE THEREOF BY THE PROCURING ENTITY.
2. The Bidding documents, Supplier's bid, including the Eligibility, Technical and Financial Proposals, Notice of Award with the Supplier's Acceptance and other documents which are not mentioned herein but part of the bidding requirements/process shall form part of this Purchase Order (P.O.).
3. AWARDDEE, **MACJAB INDUSTRIAL CHEMICAL PRODUCTS WHOLESALING**, shall be responsible for the source(s) of its supplies/ materials/equipment and 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 to comply as stated, the Contract shall be awarded to the bidder with the Next Lowest Responsive Bid as determined by the NATIONAL MUSEUM OF THE PHILIPPINES Bids and Awards Committee and approved by the HOPE.
4. The Goods shall be delivered by the AWARDDEE at the National Museum of Fine Arts Building located at P. Burgos Drive, Rizal Park, Manila during weekdays from 9:00 am to 2:00 pm.
The delivery schedule as indicated in this P.O. may be modified at the option of the National Museum of the Philippines, with prior notice, written or verbal, to the AWARDDEE.
5. The delivery shall be extended subject to the approval by the Head of the Procuring Entity(HOPE) and if warranted under the law. If the AWARDDEE has not completed the delivery within the period stated in the P.O., this Contract shall be cancelled and the undelivered balance shall be withdrawn from the AWARDDEE, without prejudice to the imposition of liquidated damages in accordance with Section 69 of the IRR of R.A. 9184. The National Museum of the Philippines 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 its disqualification from the future bids of the same Goods without prejudice to the imposition of other sanctions as prescribed under R.A. 9184 and its IRR.
The imposition of liquidated damages in all instances shall be automatic except upon prior request for extension and approval thereof by the National Museum of the Philippines before the scheduled delivery date. Any request for extension not acted upon before delivery date shall be considered denied.
6. The acceptance by the National Museum of the Philippines of the Goods delivered by the AWARDDEE shall be deemed acceptance as to the quantity only. Inspection as to the Goods' compliance with the technical specifications, and their order and condition, will be done in the presence of the representatives of both AWARDDEE and the National Museum of the Philippines within three (3) working days from the date of delivery upon prior due notice, written or verbal, to the authorized representative of the AWARDDEE. The inspection will push through even in the absence of the AWARDDEE's representative if the latter was duly notified. The results of the inspection conducted by the National Museum of the Philippines in the absence of the AWARDDEE or its representative shall be final and binding upon the the AWARDDEE.
7. Rejected deliveries shall be construed as non-delivery of the Goods, so ordered and shall be, if applicable, subject to liquidated damages and to the terms and conditions prescribed under item no. 5 hereof.
8. The AWARDDEE warrants that the goods subject of this P.O. are new and free from any defects both in workmanship and materials. Further, the AWARDDEE warrants that it shall replace, repair, or refund the purchase price of defective goods delivered to and received by National Museum of the Philippines. The AWARDDEE further warrants that it shall comply with the conditions, specification and requirements as stated in the Bid proposal. Bid documents which are not mentioned herein. The obligation for the warranty shall be covered by a retention money or a special bank guarantee in an amount equivalent to at least one percent (1%) of the total contract price. If the AWARDDEE opted for retention money, the latter shall be deducted from the total payment. Said retention money or special guarantee shall only be released one (1) year after acceptance by National Museum of the Philippines of the goods without prejudice to the warranty mentioned in the Bid Proposal of the AWARDDEE. No other warranty, express or implied, shall be deemed made by the AWARDDEE and none shall be imputed or presumed.
9. For the full, faithful delivery of the goods called for under this P.O., National Museum of the Philippines shall pay the AWARDDEE a fixed amount of **MINETY-NINE THOUSAND FIVE HUNDRED**, Philippine Currency, inclusive of all applicable taxes.
The manner of payment shall be in accordance with the Accounting Rules and Regulations subject to the retention of six percent (6%) withholding tax to be remitted directly by the National Museum of the Philippines to the Bureau of Internal Revenue (BIR). All duties, excise and other taxes and revenue charges, if any, shall be for the AWARDDEE's account.
10. This P.O. contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modifications shall be binding upon the parties and their respective executors, administrators, successors, assigns and personal representatives.
11. In case of dispute, the parties agree that enforcement of the terms and conditions contained on this P.O. shall be brought before the Court of competent jurisdiction in the City of Manila.
12. Hereunder, representatives of **MACJAB INDUSTRIAL CHEMICAL PRODUCTS WHOLESALING**, warrants that they have authority to enter into and perform their obligations under the contract and that they are validly authorized to execute, deliver, and perform the obligations subject hereof.
13. The contract for this project was prepared on 27-Sep-22 within the prescribed period provided in the Revised Implementing Rules and Regulations of RA 9184.
14. **This Purchase Order shall also serve as Notice to Proceed.**

CONFORME:


AWARDEE