

STANDARD TERMS AND CONDITIONS

Except as otherwise indicated and/or agreed upon in writing the following conditions shall apply to this Order:

1. **DELIVERY PERIOD** - SUPPLIER must deliver all the items within the period stated on the contract.
 - 1.1 In the event any or all the items in this Order cannot be delivered within the period agreed upon, SUPPLIER shall inform NATIONAL POWER CORPORATION (NPC) at least two (2) working days before the expiration of the delivery period.
 - 1.2 Extension of delivery period may be granted if found meritorious such as when the delay was caused by an act of government, force majeure or occurrences clearly beyond the SUPPLIER's control.
 - 1.3 Should the SUPPLIER fails to satisfactorily deliver the goods and/or services covered by this Order within the specified delivery schedule, inclusive of duly granted time extensions, if any, the SUPPLIER shall be liable for damages for the delay and shall pay NPC liquidated damages, not by way of penalty, in an amount equivalent to (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted (Sec. 3 Annex "D" of Revised IRR of RA 9184). NPC need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be from any money due or which may become due to the SUPPLIER, or collected from any securities or warranties posted by the supplier whichever is convenient to NPC. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, NPC may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances (Sec. 68, 2016 Revised IRR of RA 9184).
 - 1.4 In the event the SUPPLIER fails or refuses to deliver or perform the services covered by this Order, NPC may opt, upon notice to SUPPLIER, to purchase the goods from another supplier, or perform the services by contract or administration. SUPPLIER agrees to compensate/reimburse NPC for whatever additional amounts/costs/expenses incurred by the latter in connection with the said purchase or performance of services.
 - 1.5 Packing & Crating shall be adequate to prevent damage in transit and of suitable rigid construction to withstand any manipulation and rough handlings and should be in accordance with recognized acceptable standard or with NPC packing and crating instructions if any.
2. **DELIVERY POINT** - Delivery of the items shall be made in the place specified and to the NPC Property Officer named in the face of this Order unless another person is duly authorized to accept in his behalf.
3. **DOCUMENTS ACCOMPANYING DELIVERY** - Together with the items being delivered, SUPPLIER must submit to NPC Property Officer the following documents:
 - 3.1 Original and three (3) copies of the Delivery Receipt and Invoice.
 - 3.2 Original Purchase Order duly signed and fully accomplished with Certified True Copy of the complete supporting documents issued by the Materials, Supplies & Services Procurement Division, Logistics Department.
 - 3.3 Original Amendment to Order in case there will be any.
4. **INSPECTION AND ACCEPTANCE** - Goods covered by this Order are subject to inspection and acceptance by duly authorized representatives of NPC and/or the Commission on Audit.
 - 4.1 NPC shall reject any goods or any part of the Goods not conforming to specification, drawings, samples or description.
 - 4.2 Acceptance of all or any part of the Goods shall not be considered a waiver of NPC's right either to cancel or to return all or any portion thereof because of failure to conform to this Order or by reason of defects, latest or patent or other breach of warranty, or to make any claim for damages, including loss of profits or other special damages. Such rights or remedies are in addition to whatever remedies available to NPC under the Philippine Laws.
 - 4.3 Rejected items shall be returned by NPC and shall be replaced by the SUPPLIER. Any expenses incurred arising there from shall be for the sole account of the SUPPLIER.
5. **PAYMENT** - Goods shall be paid within the terms specified in the Purchase Order after NPC's Inspection and Acceptance of delivery and receipt of the complete documentary requirements under Section 3 hereof. Any delay in payment for reasons solely attributable to NPC shall bear an interest rate of 12% per annum. Partial delivery shall not be subject to partial payment or interest charges unless otherwise specified in this Order.
6. **RISK OF LOSS** - The risk of loss shall be borne by the SUPPLIER until Goods have been actually received and accepted by NPC's authorized personnel.
7. **DEFECTS** - SUPPLIER shall be responsible for any injuries (including death or illness) to any person/s (including any employee of NPC) and for loss or damage to any property of any kind arising from defects in Goods supplied (including the packaging and other related items supplied with the Goods) or from the performance of any services by the SUPPLIER, his employees or agents and shall indemnify, defend and hold NPC free from any liability, class suit, costs of proceeding arising from such injuries or damages except to the extent that such injuries, loss or damage arise from the negligent act or omission of NPC or its officers or employees.
8. **PERFORMANCE SECURITY/BOND** - To guarantee the faithful performance of its obligations under the Contract, SUPPLIER shall post an acceptable performance prior to the signing of the contract. The performance security which is penal in nature shall be in an amount equal to a percentage of the total contract price in accordance with any of the following:
 - 8.1 Acceptable forms of bond (Sec. 39, 2016 Revised IRR of RA 9184)
 - 8.1.1 Cash or cashier's/manager's check issued by a Universal or Commercial Bank; Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank - five percent (5%) Goods & ten percent (10%) Infra
 - 8.1.2 Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security - thirty percent (30%)
 - 8.2 Period of Validity - The performance security shall remain valid until issuance of the Certificate of Final Acceptance and may be released subject to the following conditions:
 - 8.2.1 NPC has no claims filed against the SUPPLIER or the surety company
 - 8.2.2 NPC has no claims for labor and materials filed against the SUPPLIER
 - 8.2.3 Other terms of the contract
9. **PATENTS AND COPYRIGHTS** - SUPPLIER shall hold free and harmless, and forever defend NPC, its officers and employees, from any, and all claims, actions, suits, liabilities, damages or obligations of any nature or kind, including costs and expenses, on account of any copyrighted or uncopyrighted composition, secret, process, patented or unpatented invention, article, method or appliance manufactured or sold by SUPPLIER, including their use by NPC.
10. **WARRANTY** - SUPPLIER expressly warrants that the Goods covered by this Order are brand new, genuine, of merchantable quality and safe for use. In case of hidden defect, the SUPPLIER shall immediately replace or repair the goods or services at the option of NPC. Acceptance of this Order shall constitute an agreement upon SUPPLIER's part to indemnify and hold NPC free liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by NPC by reason of the failure of the Goods to conform to such warranties. Such indemnity shall be in addition to any other remedies provided by law.
 - 10.1 **WARRANTY BOND** - For the procurement of goods, SUPPLIER shall warrant its delivery in order to assure that the manufacturing defects shall be corrected by the Supplier, Manufacturer/Distributor. A warranty shall commence from the end-user's acceptance of the delivery and shall be required from the contract awardee of the following (Sec. 62, 2016 Revised IRR of RA 9184):
 - 10.1.1 Minimum period of three (3) months for expendable supplies
 - 10.1.2 Minimum period of one (1) year for nonexpendable supplies
 - 10.2 The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price.
 - 10.3 The warranty bond's shall only be released after the lapse of the warranty period or, in case of expendable supplier, after consumption thereof. Provided however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.
11. **ENTIRE AGREEMENT** - This contract contains the entire agreement of the parties. It may not be modified or terminated orally and no claimed modification, termination or waiver shall be binding on NPC unless in writing signed by a duly authorized representative of NPC. No modification or waiver shall be deemed effected by SUPPLIER's acknowledgment or confirmation containing other or different terms. NPC will not be responsible for articles delivered without a written order.



REPUBLIKA NG PILIPINAS
Pambansang Korporasyon Sa Elektrisidad
(NATIONAL POWER CORPORATION)

LO00058731 JAA
P.O. No. **058731**

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This PO number must appear on all papers, invoices, packing list and correspondence.

PURCHASE ORDER

TO: **ASADEL VEHICLE PARTS AND ACCESSORIES TRADING,**
B1 Lot 6 Corinthian St., Gulod Malaya,
San Mateo, Rizal

DATE: **June 15, 2023**

PD NO.:
SHB230509-RGJA105,

DELIVERY PERIOD: WITHIN 30 cal. DAYS
FROM DATE OF RECEIPT OF THIS ORDER

TERMS: WITHIN 30 DAYS UPON DELIVERY AND ACCEPTANCE
OF THE GOODS AND DOCUMENTS TO SUPPORT PAYMENT
(ANNEX "A").

DELIVERY POINT: NPC Head Office Warehouse, Diliman, Quezon
City c/o Prop. Custodian,

REQUISITIONER: **AWAT c/o A. R. Mallare,**

PO ITEM NO.	PR NO./ ITEM NO.	DESCRIPTION	QTY/UNIT OF MEAS	UNIT PRICE	AMOUNT
1	1	SUPPLY AND DELIVERY OF 3SMF BATTERY HO-AWA23-002, 4306023 ANGAT WATERSHED AREA TEAM BATTERY, 3 SMF, MAINTENANCE FREE, OFFER: OUTLAST EXCEED	3.00 PC	7,780.23	23,340.69
Subtotal..... P					23,340.69
TOTAL AMOUNT (VAT INCLUDED) P					23,340.69,
PESOS : TWENTY THREE THOUSAND THREE HUNDRED FORTY AND 69/100 ONLY					vvvvvvvvvvvvvvvvvvvvvvv

The following documents shall constitute as integral part of this transaction, to wit:

- Bid proposal/Quotation dated May 04, 2023
- PR No. HO-AWA23-002 dated February 15, 2023 (NON-OMA),
- Terms of Reference

Note: with twenty one (21) months warranty,

"Shopping Under Section 52.1(B)"

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS PRINTED AT THE BACK HEREOF:

CC GL OE WO JO
4306023 A2054 P23,340.69
FUNDS AVAILABLE

Pambansang Korporasyon Sa Elektrisidad
BY: **FERNANDO MARTIN Y. ROXAS**
PRESIDENT AND CEO
AUTHORIZED SIGNATURE

Please signify your acceptance and agreement with this P.O. by signing below:
CONFORME: **Dominador Mendora Jr**
POSITION: **Manager**
DATE: **06-27-2023**