

TERMS AND CONDITIONS

1. Unless otherwise stated, all prices must be inclusive of Value Added Tax (VAT);
2. Supplier must submit original invoice for complete deliveries and delivery receipts for partial deliveries properly marked as **PARTIAL** and/or **FINAL/COMPLETE DELIVERY**;
3. Articles delivered are subject to acceptance by the DAP Property Officer and to inspection by the DAP inspector;
4. Processing of payment shall be reckoned from the date of receipt of the **FINAL** and **SATISFACTORY** delivery and/or issuance of **CERTIFICATE OF FINAL ACCEPTANCE** and/or **CERTIFICATE OF ACTUAL SERVICES RENDERED**;
5. Articles rejected due to non-conformity with specifications or other justifiable reasons must be withdrawn by the Supplier within ten (10) calendar days after receipt of written notice. A storage charge of five (5%) of the value of the goods shall be charged per month. Rejected articles remaining unclaimed for a period of six (6) months shall be disposed of by the DAP in the most advantageous manner to defray storage cost;
6. When a Supplier/Contractor refuses or fails to satisfactorily complete work/delivery within the specified contract time, the Contractor shall pay a penalty of one tenth (1/10) of one (1%) percent of the total value of the contract minus the value of the completed portion for each calendar day of delay until work/delivery is completed and accepted by DAP; and/or
7. When a Supplier/Contractor fails to complete the undelivered portion the DAP shall make an open market purchase of the articles and the Contractor/Supplier in default shall be charged the difference in price, if any