



UNIVERSITY OF THE PHILIPPINES MANILA

BIDS AND AWARDS COMMITTEE 3

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OTHER TERMS AND CONDITIONS

1. The AWARDEE/ SUPPLIER shall execute a Supply Contract with U.P. Manila and post the necessary Performance Bond **within ten (10) calendar days** from receipt of the Notice of Award.

The AWARDEE/ SUPPLIER shall get the Purchase Order (P.O.)/ Work Order (W.O.)/Job Order (J.O.) from U.P. Manila-PGH **within three (3) working days** from notification through confirmed fax/telephone call that the P.O./W.O./J.O. is ready for pick up by the SUPPLIER. Despite the failure of the SUPPLIER to pick up the corresponding P.O./W.O./J.O. within the given period from notification, it shall be valid to impose the penalty for failure to deliver the items within the five-day delivery period (unless another delivery period has been specified and agreed upon) to start from the day following the expiration of the period within which to pick-up the P.O./W.O./J.O. When another delivery date has been specified and agreed upon, the penalty shall be imposed upon failure to deliver within the agreed delivery period to be counted from the expiration of the period given to pick up the corresponding P.O./W.O./J.O. It shall be also a valid reason for the cancellation of the orders and the award will go to the 2nd lowest bidder or cause purchase of the item in the open market, the difference in price, if any, shall be chargeable against the defaulting SUPPLIER and other sanctions imposed as provided by Republic Act No. 9184 and other applicable laws.

2. It is understood that offers are for delivery **within six (6) weeks** from receipt of Purchase Order during office hours unless otherwise stated/qualified. For failure to deliver when due, the U.P. Manila shall exercise the following options with the corresponding sanctions to be imposed on the AWARDEE/SUPPLIER:
 - Liquidated damages of 1/10 of 1% of the value of the undelivered item/s for each day of delay but not to exceed 10% thereof;
 - Purchase the item/s in the open market and charge the price difference over the contract price to the AWARDEE/SUPPLIER or impose the 10% penalty for non-delivery whichever is higher
 - Terminate the contract for non-delivery by the SUPPLIER unless it can be established that non-compliance of the obligation is due to fortuitous event or force majeure;
 - Other appropriate administrative sanctions as prescribed under Republic Act No. 9184 and other applicable laws.
3. In case of delivery of defective item/s, U.P. Manila shall have the right to reject the delivery or to require that the defective item/s be replaced within three (3) working days from receipt of notice.

Failure of the SUPPLIER to comply with the required correction or replacement shall be sufficient grounds for U.P. Manila to impose of appropriate penalties stated item # 2.

4. If substitution or delivery of other brand/packing of the ordered item is allowed by approving authority of the Purchase Order as recommended by the end-user, a 10% penalty shall be imposed.

Substituted brand/packing should be of equal or of better quality than the one ordered.

5. U.P. Manila shall have the right to decrease/increase the quantity of the item/s ordered.
6. The SUPPLIER guarantees that the contract price is the lowest in the market and cannot increase price unilaterally.

In case the price in the open market is lower than the contract price, U.P. Manila has the option to (a) ask the SUPPLIER to lower its price to the open market price, or (b) terminate the contract.

7. All deliveries made by the SUPPLIER shall be subject to inspection and testing by U.P. Manila to the extent practicable prior to acceptance;
8. A warranty from the successful bidder for equipment shall be required, to assure that manufacturing defects will be corrected within a given time from receipt of written notice of the defect by the authorized officer. Retention fee in the amount equal to 10% of every progress payment, or a special bank guarantee equivalent to 10% of the contract price shall be required. Such amount shall be released after the warranty period or after one (1) year whichever is shorter provided that the goods supplied are free from defects and all the conditions imposed under the contract are fully met.
9. The SUPPLIER guarantees the availability of the stocks as well as the prompt delivery of the needed supplies to U.P. Manila.
10. That the terms of this Agreement shall be for **120 days from opening of bids.**