



## TERMS AND CONDITIONS

### 1. Obligations of Supplier (Awardee)

- a. Cause the signing of the approved Purchase/Job Order (PO/JO) by the authorized representative of the company.
- b. Deliver the Goods within the agreed date of delivery, reckoned from the date the PO/JO was signed in "Conforme" by the authorized representative of the supplier.
- c. Submit the original copy of the PO/JO supported by the Delivery Receipt and Sales Invoice (in triplicate) for the processing of

### 2. Obligations of JHMC

- a. Acknowledge receipt of Goods delivered, if found in accordance with the technical specifications.
- b. Pay the Supplier according to the terms of Payment in the PO/JO.
- c. Facilitate of Issuance of gate pass, if necessary.

### 3. Penalty Clause

- a. Liquidated damage in the amount of one-tenth (1/10th) of one percent (1%) of total value of the contract shall be deducted for each day of delay and failure of the contractor/supplier to make the delivery within the specified date of each delivery.
- b. In case of partial delivery a liquidated damage in the amount of one tenth (1/10) of one percent (1%) of total value of the undelivered portion of the contract shall be deducted for each day of delay for failure of the contractor/supplier to make the
- c. Facilitate of Issuance of gate pass, if necessary.

### 4. Contract Termination

The JHMC may terminate the contract for the reason of default in any of the following conditions:

- a. Failure by the winning supplier to accept the award or refusal to sign the PO/JO in "Conforme by" the authorized
- b. Outside of force majeure, failure of the Supplier to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within the extension thereof granted by the JHMC pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price (Section IIIA. 1.b. Appendix 4 of the revised IRR)
- c. As a result of force majeure, failure of the Supplier to deliver or perform any or all of the Goods, amounting to at least (10%) of the contract price, for the period of not less than sixty (60) calendar days after receipt of the notice to the BCDA stating that circumstance of force majeure is deemed to have ceased (Section IIIA. 1.b. Appendix 4 of the revised IRR)
- d. The JHMC may terminate the contract at any time if JHMC sees or evaluate that the services is no longer needed and/or for the reasons of default by the provider of its contractual obligations.
- e. Failure of the Supplier to perform any other obligations under the Contract (Appendix 4, Section IIIA. 1.C. Appendix 4 of the

### 5. Blacklisting of Supplier

For refusal to accept an award, or enter into contract or perform the obligations as agreed, without justifiable cause after it has been adjudged as having the Lowest Calculated and Responsive Bid (LCRB), JHMC shall include the winning Supplier in the list of JHMC Blacklisted Suppliers for the period of one (1) year.

