



DEVELOPMENT BANK OF THE PHILIPPINES
Branch Banking Group – Central Luzon
City of San Fernando, Pampanga

TERMS OF REFERENCE

PROJECT: SUPPLY, DELIVERY AND TESTING OF 6 UNITS HEAVY DUTY PAPER SHREDDER FOR THE USE OF BBG-CENTRAL LUZON, BALANGA, SUBIC, TARLAC AND VALENZUELA BRANCHES, AND THE BUNKER - BLU

I. APPROVED BUDGET FOR THE CONTRACT

THREE HUNDRED THOUSAND PESOS (P300,000.00), inclusive of all applicable government taxes

II. TECHNICAL SPECIFICATIONS

Cutting Type	Cross-cut
Throat Width	230mm
Shred Capacity	10-12
Cutting Speed	4mpm
Bin Capacity	30L
Other Specs	Auto start and stop Auto reverse to prevent paper jam Thermal overload protection Safety cut-out when doors open Shred Papers
Power Supply	220v, 60Hz

III. CONDITION OF THE CONTRACT

1. The Supplier shall ensure that the items delivered are in accordance with the approved Specifications. DBP has the right to reject delivery if items delivered were found to be defective and not according to the required specifications.
2. The Supplier, in consideration of the payment to be made by DBP of the sum of money hereinafter specified, binds itself to pay, furnish and complete any and all necessary permits, materials, labor, tools, equipment, supplies, utilities, transportation, superintendence, supervision and other facilities for the satisfactory performance for the supply, delivery, and testing at DBP BBG Central Luzon.
3. DBP shall be free from any kind of claims, damages, liabilities or course of action in the event the Supplier violates any terms and conditions hereof, including any and all liabilities arising from the Supplier's non-compliance with the requirements of the Workmen's Compensation, Social Security and other labor laws.
4. DBP may terminate/cancel the PO/NTP when supplier fails to deliver, perform and comply with its obligation as required in the contract.

IV. DELIVERY PERIOD

Within **thirty (30)** calendar days upon receipt of **Purchase Order (PO)/Notice to Proceed (NTP)**.

If the Supplier fails to satisfactorily deliver any or all of the Goods within the period specified in the Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under the Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.