

SECTION	ORIGINAL PROVISION	CLARIFICATION
<p>SECTION V</p> <p>SPECIAL CONDITION OF CONTRACT</p>	<p>10.2 Payment shall be made sixty (60) days from submission of Delivery Receipt/Sales Invoices by the CONTRACTOR and all other required documents based on existing accounting and auditing laws, rules and regulations.</p>	<p>10.2 Payment shall be made ninety (90) days from submission of Delivery Receipt/Sales Invoices by the CONTRACTOR and all other required documents based on existing accounting and auditing laws, rules and regulations.</p>
<p>SECTION VII</p> <p>TECHNICAL SPECIFICATION</p>	<p>1. SCOPE OF SERVICES</p> <p>1.1 The CONTRACTOR shall deliver the printing materials in accordance with the scheduled dates specified on the schedule of deliveries.</p> <p>1.2 The CONTRACTOR shall replace free of charge during the warranty period, any defective, damaged, expired (etc) printing material within five (5) working days from receipt of notice from APO Production Unit, Inc.</p> <p>1. SERVICE LEVEL AGREEMENT</p> <p>2.1 The APO Production Unit, Inc. shall maintain a Service Level Agreement (SLA) with the provision for liquidated damages for their non-compliance.</p> <p>The APO Production Unit, Inc. shall reserve the right not to accept and/or pay for the printing materials if these do not conform to the approved quantity and specifications.</p>	<p>Deleted not part of the Technical Specification.</p>

3. WARRANTIES OF THE CONTRACTOR

1.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this Terms of Reference.

1.2 The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest therein.

1.3 The CONTRACTOR shall provide three (3) months warranty against manufacturing defects which shall be covered by *special bank guarantee equivalent to ten percent (10%) of the total contract price*. The said amount shall be released after the lapse of the warranty period. Provided, however, that the goods supplied are free from patent and latent defects and all conditions imposed under the Contract have been fully met.

2. TERMS OF PAYMENT

2.1 The CONTRACTOR shall be paid for every schedule of delivery subject to the required Expanded Withholding Tax (EWT) of one percent (1%) and Final Withholding Tax on VAT of five percent (5%).

2.2 Payment shall be made sixty (60) days from submission of Delivery Receipt/Sales Invoices by the CONTRACTOR and all other required documents based on existing accounting and auditing laws, rules and regulations.

	<p>2.3 No advance payment shall be made as provided in Section 88 of PD 1445.</p> <p>3. PRE-TERMINATION OF CONTRACT</p> <p>3.1 The Contract for the Procurement of One lot Book Paper 80 GSM may be pre-terminated by the APO Production Unit, Inc. for any violation of the terms of contract.</p> <p>3.2 In case of pre-termination, the CONTRACTOR shall be liable to additional liquidated damages equivalent to one percent (1%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of Performance Security.</p> <p>3.3 APO shall have the right to blacklist the CONTRACTOR in case of pre-termination.</p>	
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