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MAPUA
UNIVERSITY

PURCHASE AGREEMENT

This Agreement executed this _____ day of 2021 in Manila Philippines, by and between

MAPUA UNIVERSITY, an educational institution duly organized and existing under the laws of the Philippines, with business address at 658 Muralla St. Intramuros, Manila, represented herein by its President, **Dr. Reynaldo B. Vea**, herein after referred to as the **“PRINCIPAL”**

-And-

The Agreement between Supplier and the ordering division ‘Buyer’.

1. Supply of Products

1.1. The Supplier shall supply to the Buyer, the products (“Products”) and/or services (“Services”) in accordance with the Agreement and with the skill, care, prudence and foresight of a diligent supplier of such Products/Services.

1.2. Any items, services, functions or responsibilities not specifically described in the Agreement and which are reasonably necessary for the proper supply of the Products/Services are deemed to be included within the scope of the Products/Services to be delivered for the Price.

1.3. The supplier shall comply with all written policies (whether presented electronically or otherwise), recommendations and requirements and reasonable instructions of the Buyer provided from time to time. The Supplier shall at all times, comply with the Buyer’s quality assurance requirements and shall remain responsible for quality assurance with respect to all Products/Service.

2. Ordering

2.1 The Supplier shall be deemed to have accepted a purchase order (PO) on receipt unless it gives written notice within 3 days of receipt if the PO does not conform to any relevant contract.

2.2. If any PO is sent by electronic communication, then Supplier has to confirm the receipt of PO upon receiving.

3. Delivery, Non-Performance & Indemnity

3.1. Without prejudice to any rights of the Buyer, the Supplier shall immediately give notice to the Buyer if it becomes aware or anticipates:

- a) it will be unable to supply any Products/Services at the agreed time;
- b) the Products/Services do not comply with the Agreement;
- c) any matter which may result in a potential safety risk to consumers arising from the Products/Services (whether such risk arises as a result of non-conforming Products or otherwise.)

3.2. If any Products/Services do not comply with the Agreement, or are not provided in full within the agreed time the Buyer may, at its discretion reject the non-conforming or late Products/Services and/or require the Supplier to re-supply non-conforming Products/Services at the Supplier's expense or terminate the PO in whole or in part.

These right to reject and/or require re-supply or terminate shall not affect any other remedy to which the Buyer may be entitled, including without limitation, reimbursement by Supplier for incremental costs incurred relating to procurement of replacement Products/Services.

3.3. If there is any matter which may result in a safety risk to consumers arising from the Products/Services or a voluntary or mandated recall, withdrawal or similar measure ("Recall") of any of the Products, the Supplier shall:

- a) provide reasonable assistance to the Buyer in developing and implementing a strategy;
- b) where practicable and as soon as possible to give the Buyer advance notice and full details of any action it is legally obliged to take including communicating with any governmental body.

3.4. Except to the extent required to comply with any legal obligation, no Supplier shall voluntarily initiate any Recall of any products without the prior written consent of the Buyer, which consent shall not be unreasonably withheld.

3.5. The Supplier shall ensure it has, and shall for the duration of this Agreement maintain in place, adequate general liability insurance and as relevant, professional liability, product liability and/or other insurance and shall provide satisfactory evidence at the Buyer's request.

4. Price, Bonds and Payment

4.1. The price for the Products/Services shall be as set out in the Agreement ("Price") which includes all shipment preparation and packaging cost but excludes VAT, sales tax or equivalent unless set out in a breakdown on the Price and agreed in writing.

4.2. The price for the tender must be quoted and paid in Euro (€), payment will be made thru bank transfer and bank charges will be charged to the winning bidder.

4.3. Invoices, the amount and figures in the invoices shall reflect the currency of the amount paid and quoted which is in Euro (€) currency.

4.4. Payment terms are according to conditions of Supplier, except as specified otherwise in the PO or any contract or if restricted under mandatory Applicable Laws. Where the day nominated or determined for payment is not a day on which banks are open for general business in the country in which the Buyer is located ("Working Day"), then the day for payment shall be the first Working Day after the day nominated or determined.

4.5. Bid Bond equivalent to 20% of the bid price and in a form of surety bond, manager's check (MC) or cash. The bid bond in the form of MC or cash shall be returned to bidders upon declaration of the winning bidder. The bid bond of the winning bidder will be replaced by a guarantee bond equivalent to the full amount of the contract price. In the case of a surety bond, this bid bond expires upon awarding of the contract to the winning bidder for which shall be replaced by the winning bidder by a guarantee bond. This is to provide guarantee that the winning bidder will undertake the contract under the terms at which they bid. In the case of bid bond in the form of cash or MC, this bond shall be made payable to Mapua University.

4.6. Refund of the bid bond can be collected to the procuring entity's collecting office/cashier after the awarding of contract. Only authorized person shall collect the refund upon presentation of the original copy of the official receipt.

4.7. Guarantee Bond equivalent to 100% of the contract price, to guarantee the performance and obligation of the Supplier and to answer for any defects and other flaws that may arise during delivery and acceptance period. This shall be submitted after signing the contract and before payment is made to the Supplier.

5. Warranties, Representations, Undertaking and Indemnities

The Supplier represents, warrants and undertakes to the Buyer that:

5.1. It possesses the requisite skill, experience, knowledge, personnel and facilities necessary to fulfill its obligations under this Agreement. Supplier further possesses and/or is in compliance with all necessary licenses, intellectual property (“IP”) rights, permits and approvals required to execute, deliver and perform its obligations under this Agreement.

5.2. At the time of provision, the Products/Services shall be (where applicable):

- a) Supplied or manufactured in accordance with the specifications for such Products/Services as approved or approved or provided by Buyer (“Specifications”).
- b) In good quality
- c) Free from any defects
- d) Fit for the purpose for which they are reasonably expected to be used
- e) Free from any liens, claims, pledges or other encumbrances

5.3. The Products/Services and their supply, sourcing, manufacture, packaging, sale, delivery or the use by the Buyer thereof shall not infringe the IP rights of any third party. In the event of a third party claim for IP infringement in breach of the Agreement, the Supplier shall be liable for, and shall indemnify, defend and hold harmless Buyer from and against all losses incurred in connection with such claim.

5.4. The Products/Services supplied shall comply with all relevant laws, including but not limited to governmental, legal, regulatory and professional requirements (“Applicable Laws”) in force in the countries of manufacture and the countries where Products/Services will be used.

5.5. The agreed warranty period for desktop computers and laptops should be three years from the date of acceptance of the equipment by the buyer.

6. Supplier Qualification

6.1. Supplier shall maintain its compliance status throughout the term of the Agreement.

6.2. The Supplier acknowledges that the Buyer may appoint a nominated 3rd party to verify Supplier’s qualification.

7. Confidentiality

7.1. The content of the Agreement between Buyer and Supplier is a Confidential Information

7.2. The Supplier undertakes to keep all Confidential Information strictly confidential and not to use any Confidential Information for any purpose other than in complying with its obligations under the Agreement and not to disclose any Confidential Information to any person other than its officers and employees, except to the extent it is necessary for the purpose of performing its obligation under the Agreement.

Any breach of the Supplier’s obligations under this clause by its officers and employees shall be deemed to be a breach by the Supplier. Except to the extent required under Applicable Laws or necessary for the performance of remaining obligations under the Agreement, all Confidential Information shall be returned to the Buyer or, if requested, destroyed on termination or expiry of the Agreement.

8. Term and Termination

8.1. The Agreement shall apply until the expiry or termination of all relevant periods or fulfillment of relevant volumes specified in any part of the Agreement.

8.2. The Agreement may be terminated earlier in whole or part by the Buyer without penalty or further obligation or liability:

- a) on 10 days' written notice in the event of material breach of this Agreement by the Supplier.
- b) on no less than 7 days' written notice where there is material or deliberate or persistent non-compliance with clause 6.3;
- c) on giving notice in the event of Force Majeure event affecting the Supplier which continues for more than 10 days;
- d) immediately or at a later specified date if the Supplier becomes insolvent or enters into administration or is unable to pay its debt as they fall due or threatens to do any of the foregoing or the equivalent.

9. Specific provisions for the supply of Products

9.1. The Product should be delivered in accordance with the details provided in the PO or other agreed written instructions.

9.2. The Supplier shall:

- a) only supply Products from a location approved by the Buyer;
- b) at its expense, ensure full traceability of the Products and components;

9.3. No Supplier shall without the Buyer's prior written consent change the specifications, and agreed delivery method, or implement any changes which alter any of the products in such a way not acceptable to the Buyer's technical clearance process, even if the Products are still within the Specifications.

9.4. The Buyer relies on the Supplier's quality assurance. All removal and other costs relating to or arising out of defective or non-confirming Products shall be at the Supplier's cost and responsibility.

9.5. Unless otherwise agreed, Supplier shall ensure that: the Products for delivery are prepared so as to prevent damage, contamination or deterioration of the Products; deliveries shall be stacked neatly with no overhang and Products shall be transported in clean, hygienic, physically sound condition.

In witness whereof, the Parties have signed this Agreement on the date and place first above written

COMPANY NAME

MAPUA UNIVERSITY

Supplier's printed name & signature

Dr. Reynaldo B. Ve
President

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

(REPUBLIC OF THE PHILIPPINES MANILA)

BEFORE ME, a Notary Public for and in _____, this day of _____ 2021
_____ personally appeared the following:

NAME	SSS/TIN/DRIVER'S LIC	DATE/PLACE ISSUED
1. Dr. Reynaldo B. Vea	_____	_____
2.	_____	_____

All known to me to be the same persons who executed the foregoing Memorandum of Agreement consisting of (5) pages including ANNEX A and the page in which this acknowledgment is written, and they each acknowledged to me the same is their free and voluntary act and deed.

DOC. NO.
PAG NO.
BOOK NO.
SERIES OF 2021