

NOTICE TO PROCEED

23 September 2021


MR. JONATHAN KYLE F. TY
Authorized Representative
KOLLAB GURU GROUP, INC.
G/F, BSA Twin Towers, Bank Dr, Ortigas Center
Mandaluyong, 1550
Metro Manila

Dear **Mr. TY**:

With the approval of the attached Purchase Order (PO) No.002056, notice is hereby given to **KOLLAB GURU GROUP, INC.**, to proceed with the supply and delivery of Annual Subscription of BCDA Email System (Coverage for BCDA domain bcda.gov.ph), according to the terms and conditions of the said PO and Terms of Reference of this project effective 14 October 2021.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


09-29-2021
AILEEN AN. R. ZOSA
Executive Vice President

Conforme:



30-Sept-2021

JONATHAN KYLE F. TY
Authorized Representative
Date: _____



PURCHASE ORDER

PO **PO002056**

(Please quote this number on all related correspondence, delivery/shipping papers and invoice)

TO: KOLLAB GURU GROUP INC Unit 831, City & Mega Plaza ADV Avenue Ortigas, Pasig City		DELIVER/SHIP TO: Bases Conversion and Development Authority 2F Bonifacio Technology Center 31st Street corner 2nd Avenue BGC Taguig NCR 1634 Attn: Procurement Division	
Contact Name:	Mervinlee Tan	Contact Name:	Procurement Division
Tel No.:	9178901874	Tel No.:	8575-1700
Email Address:		Fax No.:	8816-0978
TIN:	008813082000	TIN:	002-219-694-000

PO Date of Approval	PR No.	Requesting Department	Mode of Procurement	Date of Delivery	Delivery Term	Payment Term
9/23/2021	0001736	Information Services Department	Public Bidding	9/23/2021	One (1) Year	CREDIT 30
Item No.	Quantity	Unit	Description	Unit Cost	Amount	

1	1.00	ITEM	EMAIL SUBSCRIPTION (250 BASIC/BUSINESS STARTER USER LICENSES WITH 30GB STORAGE PLUS 100 BUSINESS STANDARD USER LICENSES THAT COMES WITH 2 TB STORAGE)	1,501,114.50	1,501,114.50
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NOTE: PROCUREMENT OF ANNUAL SUBSCRIPTION OF BCDA EMAIL SYSTEM
Coverage for BCDA domain bcda.gov.ph

PURCHASE REQUEST NO. 002554-ICTD

PESOS:	ONE MILLION FIVE HUNDRED ONE THOUSAND ONE HUNDRED FOURTEEN AND 50/100 PESOS ONLY	1,501,114.50
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Terms and Conditions:


This Purchase Order (PO) shall be governed by the General Terms and Conditions printed at the back hereof

Note: Please attach the original copy of this order together with the DELIVERY RECEIPT and SALES INVOICE in the triplicate.


FUNDS AVAILABLE:

Approved by:


09.28.2021
HEDDA Y. RULONA
Vice President
Budget and Revenue Allocation Department


09-29-2021
AILEEN AN. R. ZOSA
Executive Vice President


Recommended by:


09.28
VIRGIL M. ALVAREZ
Officer-In-Charge, CSG *ag*

I hereby certify that I am authorized representative of the company and that by affixing my signature, it shall bind the company I am representing to the terms and conditions of the PO and all applicable provisions of RA 9184 and its revised IRR and other applicable government rules.

I further certify that the above prices, which were quoted in the Request for Quotation (RFQ), are inclusive of all taxes, freight, insurance and all other incidental expenses necessary for its delivery.

CONFORME:


Jonathan Kyle F. Ty 30-Sept-2021

Date Received: _____

Printed Name and Signature of Authorized Representative

KINDLY REFAX TO 5751785 OR EMAIL TO

ifdavid@bcda.gov.ph

THANKS.

FG2021-0424



TERMS AND CONDITIONS

1. Obligations of Supplier (Awardee)

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

2. Obligations of BCDA

- 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.
- c. Facilitate of Issuance of gate pass, if necessary.

3. Penalty Clause

- a. Liquidated damage in the amount of one-tenth (1/10th) or 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) or 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 delivery within the specified date of each delivery.
- c. Facilitate of Issuance of gate pass, if necessary.

4. Contract Termination

The BCDA 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 in "Conforme by" the authorized representative.
- 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 BCDA 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. Failure of the Supplier to perform any other obligations under the Contract (Appendix 4, Section IIIA. 1.C, Appendix 4 of the revised IRR).

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), BCDA shall include the winning Supplier in the list of BCDA Blacklisted Suppliers for the period of one (1) year.