PURCHASE ORDER



PO

PO002925

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

TO: TRENDS AND TECHNOLOGIES, INC. 6/F Trafalgar Plaza 105 H.V. Dela Costa St., Salcedo Village Makati City DELIVER/SHIP TO: Bases Conversion and Development Authority 2F Bonifacio Technology Center 31st Street corner 2nd Avenue BGC Taguig NCR 1634								
Contact Nam	C. Jacinto	Contact Name:		Procurement Division				
Tel No.:	81	Tel No.:		8575-1700				
Email Addres	nto@trends.co	@trends.co Fax		8816-0978				
TIN:	596100000	6100000 TIN		002-219-694-000				
PO Date of Approval	PR No.	Requesting Department		Mode of Procurement	Delivery Ter	m	Pay	ment Term
12/29/2022 0002557		Information and Communications Technology Departm			one (1) year		CREDIT 30	
Item No. Qua	tem No. Quantity Unit			Description			nit Cost	Amount
1 1.00 LOT ICT ANNUAL MAINTENANCE SUBSCRIPTION 21,204,980.06 21,204,980.06								

WITH ON-SITE ENGINEERS AT NCC

NOTE:

PESOS:

ICTD-PURCHASE REQUEST NO. 0003411

ICT ANNUAL MAINTENANCE SUBSCRIPTION

EIGHTY AND 06/100 PESOS ONLY

TWENTY ONE MILLION TWO HUNDRED FOUR THOUSAND NINE HUNDRED 21,204,980.06

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

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

Approved by:

SHERRYL T. CORPUZ

Officer-In-Charge

Budget and Revenue Allocation Department

President and CEO

Recommended by:

Officer-In-Charge, EVP

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

CONFORME:

Date Received:

(The supplier shall sign and return the acknowledgement copy to BCDA-Procurement or through fax within five (5) working days after issuance.)

DARW

KINDLY REFAX TO 85751785 OR EMAIL ifdavid@bcda.gov.



C. JACINT





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 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 therof 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.