PURCHASE ORDER



PO PO002931

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

TARLACII			DELIVER/S	SHIP T	O:			
TARLAC II ELECTRIC COOPERATIVE, INC.			Bases Conversion and Development Authority 2F Bonifacio Technology Center 31st Street corner 2nd Avenue BGC Taguig NCR 1634					
Contact Name: Tel No.:			Contact Name: Procurement Division Tel No.: 8575-1700					
Email Addr			Fax No.:	8816-09				
	TIN: 000543815002 PO Date of PR No. Requesting		TIN: 002-219-694-000 Mode of Procurement Delivery Term Payment Term					
Approval	PR No.	Requesting Department	Mode of Procui	rement	Delivery Term	Payr	nent Term	
12/30/2022	0002568	Strategic Projects Management Department	Direct Contracting		60 calendar days	CR	CREDIT 30	
Item No. C	Quantity Ur	nit	Descriptio	n		Unit Cost	Amount	
1	1.00 LC		ENT OF TARELCO ON OF NCC TOLL		ES FOR	3,859,123.26	3,859,123.20	
		ASE REQUEST NO RVICES FOR THE		F NCC TO	DLL PLAZA			
		ON EIGHT HUNDR EE AND 26/100 PE		IOUSAND	ONE HUNDRED		3,859,123.26	
Terms and Con	ditions:			William William				
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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

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.