



# PURCHASE ORDER

**PO Number PO 000394**

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

<b>TO:</b> OCTAL PHILIPPINES, INC. 2F QY Bldg 233 Tomas Morato Ext brgy South Triangl Quezon City		<b>DELIVER/SHIP TO:</b> Bases Conversion and Development Authority 2F Bonifacio Technology Center 31st Street corner 2nd Avenue BGC Taguig NCR 1634	
Contact Name:		Procurement Division	
Tel No.:		Tel No.: 8575-1700	
Email Address:		Fax No.: 8816-0978	
TIN:	291687434001	TIN: 002-219-694-000	
Business Style:	OCTAL PHILIPPINES, INC.	Business Style: Bases Conversion and Development	

PO Date of Approval	PR No.	Requesting Department	Mode of Procurement	Delivery Term	Payment Term
4/2/2024	0003272	Information and Communications Technology Department	Direct Contracting	one (1) year	CREDIT 15

Item	Quantity	Unit	Description	Unit Cost	Amount
1	1.00	LOT	SUBSCRIPTION/LICENSE ERP -PROCUREMENT OF ACUMATICA ERP UNLIMITED USER'S LICENSE SUBSCRIPTION ON CLOUD FOR THE BCDA GROUP	2,098,987.18	2,098,987.18

NOTE: ICTD- PURCHASE REQUEST NO. 000420, ACUMATICA ERP UNLIMITED USERS LICENSE,

<b>PESOS:</b>	<b>TWO MILLION NINETY EIGHT THOUSAND NINE HUNDRED EIGHTY SEVEN AND 18/100 PESOS ONLY</b>	<b>2,098,987.18</b>
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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:

**SHERRYLY T. CORPUZ**  
Officer-In-Charge  
Budget and Revenue Allocation Department

Approved by:

**ATTY. GISELA Z. KALALO**  
Executive Vice President

Recommended by:

**ATTY. ELVIRA V. ESTANISLAO**  
Senior Vice President, CSG



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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:**

Date Received:

April 8, 2024



Printed Name and Signature of Authorized Representative

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

**KINDLY REFAX TO 5751785 OR EMAIL TO [apgonzales@bcda.gov.ph](mailto:apgonzales@bcda.gov.ph) THANKS.**

Acknowledgement Certificate No. : AC\_126\_072023\_000314

Date Issue : July 07, 2023

Series Range : PO 000000 - PO 999999

**THIS DOCUMENT IS NOT VALID FOR CLAIM OF INPUT TAX**



## 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.

