



PURCHASE ORDER

PO Number PO 000266

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

TO: AMERICAN TECHNOLOGIES, INC. 5 IDEAL ST. COR MCCOLLOUGH, BRGY ADDITION HILLS MANDALUYONG CITY Contact Name: Joseph James Reyes Tel No.: 5842400 Email Address: jjreyes@ati.com.ph TIN: 000329993000 Business Style: AMERICAN TECHNOLOGIES, INC.	DELIVER/SHIP TO: Bases Conversion and Development Authority 2F Bonifacio Technology Center 31st Street corner 2nd Avenue BGC Taguig NCR 1634 Procurement Division Tel No.: 8575-1700 Fax No.: 8816-0978 TIN: 002-219-694-000 Business Style: Bases Conversion and Development
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PO Date of Approval	PR No.	Requesting Department	Mode of Procurement	Delivery Term	Payment Term
1/16/2024	0003149	Project Management Office (New Clark City)	Emergency Procurement	30 working days	CREDIT 30

Item	Quantity	Unit	Description	Unit Cost	Amount
1	1.00	ITEM	PROCUREMENT FOR THE PREVENTIVE MAINTENANCE OF THE COMMUNICATION NAVIGATION AND SURVEILANCE (CNS) EQUIPMENT AND FACILITIES AT CLARK INTERNATIONAL AIRPORT: REPLACEMENT OF DEFECTIVE UPS FOR CNS EQUIPMENT	370,400.00	370,400.00

NOTE: SPMD_PURCHASE REQUEST NO. 000112, REPLACEMENT OF DEFECTIVE UPS FOR CNS EQUIPMENT; WARRANTY: TWO (2) YEARS PARTS AND SERVICE

PESOS: THREE HUNDRED SEVENTY THOUSAND FOUR HUNDRED AND 00/100 PESOS ONLY	370,400.00
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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:

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

Approved by:

JOSHUA M. BINGCANG
 President and CEO

Recommended by:

ATTY. GISELA Z. KALALO
 Executive Vice President



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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:


Joseph James Reyes

Date Received: Jan. 23, 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 ifdavid@bcda.gov.ph THANKS.

Acknowledgement Certificate No. : AC_126_072023_000314

Date Issue : July 07, 2023

Series Range : PO 000000 - PO 999999 



Procurement Division



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.