

PURCHASE ORDER

PO Number

PO 002958

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

TO: CIM TECHNOLOGIES, INC. 706 SEDCCO 1 Building 120 Rada cor Legaspi Sts. Legaspi Village, Makati City			DELIVER/SHIP TO: Bases Conversion and Development Authority Bldg 7458-1 J. Topacio Street, Claro M. Recto Hiway Claro M. Recto Hiway, Manuel A. Quezon Avenue CLARK FREEPORT ZONE, PAMPANGA Attn: Procurement Unit			
Contact Name:	MARISOL F. RIO	Contact Name:	Leonor M Rivera			
Tel No.:	8848-2468	Tel No.:	8575-1700 loc 1752 / 045-4998617			
Email Address:	m.rio@cimtechnologies.com	Fax No.:	8816-0978			
TIN:	000402170000	TIN:	002-219-694-000			
PO Date of Approval	PR No.	Requesting Department	Mode of Procurement	Date of Delivery	Delivery Term	Payment Term
1/25/2023	0002593	SCRP	NP-SVP		FIFTEEN (15) WD AFTER DATE OF RECEIPT OF PO	CREDIT 30
Item No.	Quantity	Unit	Description	Unit Cost	Amount	
1	2.00	LIC	AUTOCAD, AUTODESK CIVIL3D SOFTWARE <i>RENEWAL , COMMERCIAL NEW SINGLE-USER ELD ANNUAL SUBSCRIPTION</i> <i>After Sales Support: Phone/Fax/E-mail Support</i>	102,000.00	204,000.00	

NOTE: FOR SCRPP AUTOCAD STAFF USE
REFERENCE PR NO. 0003627

PESOS: TWO HUNDRED FOUR THOUSAND AND 00/100 PESOS ONLY

204,000.00

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.

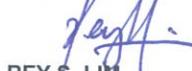
FUNDS AVAILABLE:

Approved by:


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


JOSHUA M. BINGCAN
Senior Vice President
Conversion and Development Group

Recommended by:


REY S. LIM
Project Manager, Subic-Clark Railway Project

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: **January 26, 2023**


MARISOL F. RIO

Printed Name and Signature of Authorized Representative

KINDLY EMAIL THE ACKNOWLEDGED P.O. TO

lmrivera@scrp.bcda.gov.ph THANK YOU.

25 January 2023

MARISOL F. RIO
CIM TECHNOLOGIES, INC.
706 SEDCCO 1 Building
120 Rada cor Legaspi Sts
Legaspi Village, Makati City

Subject: **NOTICE OF AWARD**
Solicitation/Reference Nos: BCDA-SCR2023-01/9410773
One Year Subscription of 2 license AutoCAD (Renewal)

Dear **Ms. Rio**,

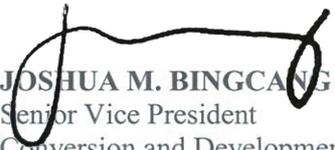
We are pleased to notify you that the contract for the supply and delivery of AutoCAD Civil3D license, is hereby awarded to **CIM TECHNOLOGIES, INC.**, having adjudged its bid as the Lowest Calculated and Responsive Bid at a contract price amounting to **PESOS: TWO HUNDRED FOUR THOUSAND AND 00/100 (Php204,000.00)**, inclusive of all applicable taxes and fees.

You are therefore required, within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA through a Purchase Order. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

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

Thank you.

Very truly yours,


JOSHUA M. BINGCAN
Senior Vice President
Conversion and Development Group

Conforme:


MARISOL F. RIO
Business Development Officer
Date: January 26, 2023

NOTICE TO PROCEED

26 January 2022

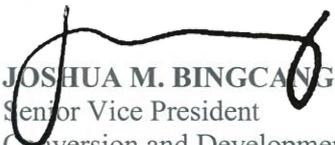
MARISOL F. RIO
CIM TECHNOLOGIES, INC.
706 SEDCCO 1 Building
120 Rada cor Legaspi Sts
Legaspi Village, Makati City

Dear **Ms. Rio**,

With the approval of Purchase Order (PO) No. 002958 (attached), notice is hereby given to **CIM TECHNOLOGIES, INC.**, to proceed with the supply and delivery of AutoCAD Civil3D license, according to the terms and conditions of the said PO and technical specifications, within fifteen (15) working days after receipt of this notice.

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

Very truly yours,


JOSHUA M. BINGCANG
Senior Vice President
Conversion and Development Group

Conforme: |


MARISOL F. RIO
Business Development Officer

Date: January 26, 2023

General Terms and Conditions of the Purchase Order

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 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 indicated in the PO.
- c. Facilitate the issuance of gate pass, if necessary.

3. Penalty Clause

- a. A liquidated damage in the amount of one tenth (1/10) of one percent (1%) of the total value 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 delivery.
- b. In case of partial delivery, a liquidated damage in the amount of one tenth (1/10) of one percent (1%) of the 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 delivery.

4. Contract Termination

The BCDA shall terminate the contract for reason of default in any of the following conditions:

- a. Failure by the supplier to return the PO within the specified time (failure to accept), in such case, the PO shall be re-awarded to the second lowest and responsive bidder.
- 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 any 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, 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 ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the BCDA stating that the circumstance of force majeure is deemed to have ceased (Section IIIb, Appendix 4 of the revised IRR).
- d. Failure of the Supplier to perform any other obligation 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 obligation 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 a period of one (1) year.

Conforme:


MARISOL F. RIO / 1/26/23

Signature over printer name/Date