



Republic of the Philippines
DEPARTMENT OF BUDGET AND MANAGEMENT
 Malacañang, Manila
 Telephone Nos. 7354902 * 7351957

PURCHASE ORDER NO. 2012-102	
Supplier: <u>SQL *Wizard Inc.</u>	Date: August 13, 2012
Address: <u>16/F 88 Corporate Center, Sedeno cor. Valero St. Salcedo Village, Makati City</u>	Mode of Procurement: Small Value Procurement
TIN:	

Gentlemen:
 Please deliver the article(s) product(s)/supplies/materials listed below priced in accordance with your Notice of Award dated August 10, 2012, subject to the Terms and Conditions enumerated at the back hereof:

Place of Delivery: DBM, Mabini Hall Date of Delivery: 2-3 days upon receipt of P.O.	Delivery Term: 2-3 days upon receipt of P.O. Payment Term: Upon completion of delivery & acceptance
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Stock No.	Unit	Item and Description /Specification	Quantity	Unit Cost	AMOUNT
	year	Enterprise Linux Premium Subscription and On-Site Support Delivery Date: Subscription 2-3 days upon receipt of Notice to Proceed thru e-Mail, direct entitlement Media Kit and Hard Copy version: 30 days upon receipt of Notice to Proceed	1		300,505.92

(Total Amount in Words) Three Hundred Thousand Five Hundred Five Pesos and 92/100	300,505.92
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In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed.

Very truly yours,

Conforme: <u><i>Carmela P. Macatulad</i></u> Carmela P. Macatulad Signature over Printed Name of Supplier _____ Date	<u><i>Sofia C. Yanto</i></u> SOFIA C. YANTO Director IV, AS Authorized Official (Representing End User)
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Funds Availability Certified by: <u><i>Esperanza Q. Ignacio</i></u> ESPERANZA Q. IGNACIO Chief Accountant	OS No : <u>2012-8-1159</u> Amount : <u>₱ 300,505.92</u> Date : <u>8/14/2012</u>
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Distribution of Copies:

- / / Original copy for the Supplier's Conforme
- / / Agency's Central Supply and Property Section for file
- / / COA Auditor

RECEIVED
 DEPARTMENT OF BUDGET AND MANAGEMENT
 MALACANANG, MANILA
 AUG 14 2012
 OFFICE OF THE CHIEF ACCOUNTANT

**TERMS AND CONDITIONS
(PURCHASE ORDER)**

1. ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF QUOTATION.
2. AWARDEE shall be responsible for the source(s) of his supplies/materials/equipment and shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order (PO). Failure by the AWARDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the Next Lowest Responsive Proposal, as determined by the DBM Bids and Awards Committee and approved by the Secretary of Budget and Management or his duly authorized representative.
3. The Goods shall only be delivered by the Supplier at the Property Section, General Services Division of the Procuring entity's Administrative Service located at Ground Floor, Mabini Hall not later than 10:00 am up to 3:00 pm on the date of delivery as indicated in PO.

Moreover, the delivery schedule as indicated in the PO may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.
4. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but failed to deliver the required product(s) within the time called for in the same order, he shall be extended a maximum period of fifteen (15) calendar days to make good his delivery. Thereafter if AWARDEE has not completed delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE, without prejudice to the imposition of liquidated damages. The DBM shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for his disqualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under R.A. 9184 and its IRR.
5. The Goods delivered are accepted by the Procuring Entity as to quantity only. However, inspection as to the Goods' compliance with the technical specifications, and its order and condition, will be done in the presence of the representatives of both Supplier and Procuring Entity within three (3) working days from the date of delivery upon prior due notice, written or verbal, to the authorize representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the results of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.
6. Rejected deliveries shall be construed as non-delivery of product(s) /item(s) so ordered and shall be, if applicable, subject to liquidated damages and to the terms and conditions prescribed under item 4 hereof.
7. Supplier shall guarantee the deliveries to be free from defects. Any defective item(s)/product(s) that may be discovered by the DBM within seven (7) working days after acceptance of the same shall be replaced by the supplier within seven (7) working days or until stocks are available upon receipt of a written notice. Beyond the said time frame, defective units will be picked up by the supplier for assessment.
8. A penalty of one-tenth of one percent (0.001) of the cost of the unperformed portion for everyday of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it. The Procuring Entity may also rescind the contract and impose 10% of the amount of the contract as liquidated damages, upon non-performance by the Supplier of any of its obligations under the contract

The imposition of liquidated damages in all instances shall be automatic, except upon prior request for extension and approval thereof by the Procuring Entity before the scheduled delivery date. Any request for extension not acted upon before delivery date shall be considered denied.
9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
10. The technical specifications, bid proposal and other documents required from the AWARDEE shall form part of this Purchase Order.

Accepted By:

Carmela P. Macatulad
Carmela P. Macatulad
AWARDEE

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this 14th day of August, 2012, personally appeared Carmela Macatulad known to me to be the same person who accepted the foregoing Terms and Conditions of a Purchase Order and who acknowledged to me that the same is his free and voluntary act and deed and of the entity that he represents.

This Instrument refers to a Purchase Order No. 2012-102 consisting of one (1) pages including this page and its Annexes, signed by the parties and their material witnesses.

WITNESS MY HAND AND SEAL this 14th day of August, 2012
Doc No 432;
Page No 88;
Book No I;
Series of 2012.

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MARIA LIBERTY D. MORALES
NOTARY PUBLIC-MANILA
COMMISSION SERIAL NO. 2011-134
UNTIL DECEMBER 31, 2012
ROLL NO. 58360, IBP NO. 987457
PTR NO. 0209206 / Manila, Jan. 9, 2012
LEGAL SERVICE, DBM
MABINI HALL, MALACAÑANG
MANILA



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
MALACAÑANG, MANILA



NOTICE OF AWARD

August 10, 2012

MS. CARMELA P. MACATULAD

Account Representative
SQL*Wizard Inc.
16/F 88 Corporate Center, Sedeno cor. Valero St.
Salcedo Village, Makati City


ORIGINAL RECEIVED

By: *Carmela P. Macatulad*
Designation: *Account Representative*
Office: *SQL * Wizard, Inc.*
Date: *Aug. 10, 2012*

Dear Ms. Macatulad:

Based on Department of Budget and Management Bids and Awards Committee Resolution No. 2012-23, we are pleased to inform you that the contract for the Enterprise Linux Premium Subscription and On-Site Support is hereby awarded to your company in the amount of Three Hundred Thousand Five Hundred Five Pesos and Ninety Two Centavos (P300,505.92).

Very truly yours,


FLORENCIO B. ABAD
Secretary



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
MALACAÑANG, MANILA

ADMINISTRATIVE SERVICE

NOTICE TO PROCEED

August 17, 2012


MS. CARMELA P. MACATULAD

Account Representative
SQL*Wizard Inc.
16/F 88 Corporate Center, Sedenor cor. Valero St.
Salcedo Village, Makati City

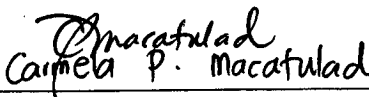
Dear Ms. Macatulad:

This is to inform your company that performance of the obligations specified in the attached Purchase Order No. 2012-102 for the project " *Enterprise Linux Premium Subscription and On-Site Support*" shall commence upon receipt of this Notice to Proceed.

Very truly yours,


SOPIA C. YANTO
Director
Administrative Service

Name & Signature :


Carmela P. Macatulad

Designation :

Account Representative

Date :

Aug. 17, 2012