



CONTRACT / PURCHASE ORDER

ESCO PTE. LTD.
U-2601 26/F, Antel 2000 Corporate Center,
121 Valero St., Bel-Air, Makati City
Tel. No +632 7 576 4493 loc. 848
TIN: 267-401-256-000

Reference No.:
Date:
RFQ No.
Mode of
Procurement:

2023-BDC(010)-NPSVP0024-PO0023
July 17, 2023
2023-BDC(010)-NPSVP-0024
Negotiated Procurement - Small Value
Procurement

Please deliver the hereunder listed article(s)/supplies/materials in accordance with the description and technical specifications stated in the above-referred Quotation subject to its Terms and Conditions.

Item	QTY.	UOM	ARTICLES / DESCRIPTION	UNIT PRICE	TOTAL PRICE
-	1	Lot	Procurement of Zoom Video Conferencing * Five (5) Zoom Pro Licenses (100 participants) * Add-on of video webinar (1,000 participants)	P 169,652.41	P 169,652.41

Terms of Payment:

1. Payment shall be made within thirty (30) calendar days, and on a one-time basis subject to: submission of billing statement and other supporting documents by the Provider and issuance of Certificate of Satisfactory Services by CIC. No advance nor partial payment shall be made.
2. Payment shall be subject to the "Warranty" provisions in the form of retention money in an amount equivalent to at least one percent (1%) of the Contract Price required in Section 62 of R.A. 9184 and its IRR.

Contract Termination

Both parties have the option to terminate the contract acceptable to both parties based on the Philippine Government Procurement Reform Act and its Implementing Rules and Regulations, GPPB Guidelines or its issuances, and other Philippine laws as applicable.

Pursuant to Annex I of the 2016 Revised Implementing Rules and Regulations, as of 15 July 2022, of the Republic Act No. 9184, the CIC reserves the right to terminate the Procurement of Zoom Video Conferencing on the following grounds:

a. Termination by Default:

1. Pursuant to Section 68 of the 2016 Revised IRR, when outside of force majeure, the SP fails to deliver or perform any or all of the contract deliverables within the period specified in the contract, or within any extension thereof granted by the CIC pursuant to a request made by the SP prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
2. Pursuant to Section 68 of the 2016 Revised IRR, the SP, as a result of the force majeure, is unable to deliver or perform any or all of the contract deliverables, 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 notice from the CIC stating that the circumstances of force majeure is deemed to have ceased; or
3. The SP fails to perform any other obligation under the contract.

b. Termination for Convenience, in whole or in part. If the CIC has determined the existence of conditions that make the contract implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event/s or changes in law and national government policies.

c. Termination for Insolvency. If the SP is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction.

d. Termination for Unlawful Acts. In case it is determined prima facie that the SP engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

The Third Party shall maintain satisfactory level of performance throughout term of the contract based on the following performance criteria:

- a. Quality of service rendered;
- b. Technical competence; and
- c. Submission of deliverables on the agreed time.

Price Validity: Thirty (30) calendar days		Total Amount	Php	169,652.41
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Delivery Schedule: Within seven (7) calendar days upon receipt of Notice to Proceed	Delivery Place: 6F Exchange Corner Building, V.A. Rufino St. cor. Esteban St., Legaspi Village, Makati City
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Subject to the Provisions under RA 9184 and its Revised IRR

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one (1) percent for every day of delay shall be imposed.

Subject to Expanded Withholding Tax, Final Withholding Tax and Other Percentage Taxes Reference:
RA 9337 Tax Revenue Nos. 16-05, 14-02, 12-01, and 2-98.

Certified Correct: PHOEBE ANN R. WAGAN <i>Administrative Services Officer V</i>	Date 1-18-2023	Funds Available: MARIA SIENA M. CABASIS <i>Acting Chief Accountant</i>	Php 169,652.41	Date 7/19/23
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Approved by: ATTY. BEN JOSHUA A. BALTAZAR <i>President and CEO</i>	Date 20 July 2023
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Merchant's copy received by: JEROME S. ADRIAT <i>Signature over name in print</i>	Date 20 July 2023
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