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:

Maria Olivia L. Ausan
Signature over printer name/Date

March 11, 2026