



Republic of the Philippines
Department of Finance
Bureau of Customs
1099 Manila

NOTICE TO PROCEED

July 3, 2014

ERLFRED BALANDRA

SEDA CENTRIO
Northgate Hotel Ventures, Inc.
CM Recto Corner Corrales Avenue,
Cagayan De Oro City
Misamis Oriental
Region X, Philippines

Dear Mr. Balandra:

The attached Contract having been approved, notice is hereby given to Northgate Hotel Ventures, Inc. Service that work may commence on the project "Seminar on AANZFTA Rules of Origin and Briefing on ASEAN Self certification System", effective upon receipt and acceptance of this Notice.

You are responsible for performing the services in coordination with the General Services Division under the terms and conditions of the Contract and in accordance with the criteria provided thereto.

Very truly yours,

DIMPNA O. LEJOS

OIC-Director, Administration Office

Received by:

ERLFRED BALANDRA

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 the AWARDEE and for re-awarding the item(s) to the Next Lowest Responsive Proposal, as determined by the BOC- Bids and Awards Committee and approved by the Commissioner of Customs.
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 the Ground Floor, OCOM Bldg, Port Area, Manila 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within the extended period, the subject purchased order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE, without prejudice to the imposition of liquidated damages. The BOC 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 prescribe 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 schedule even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result 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 prescribe 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 BOC 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 liquidation damages in all instances shall be automatic, except upon prior request for extension and approval thereof by the Procuring Entity before the schedule 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 quotation and other documents required from the AWARDEE shall form part of this Purchase Order.

Accepted By:

[Signature]
ERL FRED GALANORA / NORTHGATE HOTEL VENTURES INC.
AWARDEE

REPUBLIC OF THE PHILIPPINES)

CAGAYAN DE ORO CITY ^{ISS.}

BEFORE ME, a Notary Public for and in Cagayan de Oro City, Philippines, on this 7th day of JULY 2014 personally appeared _____ known to me be the same person who accepted the foregoing Terms and Conditions of a Purchase Order and who acknowledge 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 _____ consisting of four (4) pages including this pages and its Annexes, signed by the parties and their materials-witnesses.

WITNESS MY HAND AND SEAL this _____ day of JUL 07, 2014

Doc No. 162
Page No. 33
Book No. 62
Series of 2013.

[Signature]
ATTY. FRANCIS U. KU
NOTARY PUBLIC
NOV 18 2013
NO 25537, 12 16-2013
LSP LIFETIME MEMBER NO. 348
ROLL OF ATTORNEYS NO 35666
NO - 2014 - 15
CAGAYAN DE ORO CITY



Republic of the Philippines
Department of Finance
Bureau of Customs
1099 Manila

NOTICE OF AWARD

July 3, 2014

ERLFRED BALANDRA
SEDA CENTRIO
Northgate Hotel Ventures, Inc.
CM Recto Corner Corrales Avenue,
Cagayan De Oro City
Misamis Oriental
Region X, Philippines

Dear Mr. Balandra:

Based on the Bureau of Customs- Bids and Awards Committee Resolution No. 2014-06 , we are pleased to inform you that the contract for the project "Seminar on AANZFTA Rules of origin and briefing on ASEAN Self Certification System" is hereby awarded to your company in the amount of Php. 202,200.00.

In this regard, you are hereby required to sign the contract stated in Section 37.2 of the Implementing Rules and Regulations of Republic Act No. 9184 within ten (10) calendar days upon receipt of this Notice.

Very truly yours,

DIMPNA O. LEJOS
OIC-Director, Administration Office

Received by: ERLFRED BALANDRA
Date: 06/09/14