



NOTICE OF AWARD

CHARMILLE ANN T. PALACIO

Department of Public Works and Highways Central Office

Multi-Purpose Cooperative

DPWH Central Office Bonifacio Drive Port Area,
Manila

Dear **Ms. Palacio:**

We are pleased to inform you that the contract for the project "**Catering Services for Comprehensive Orientation and On-Boarding Programme for Newly Hired Employees Batch 6-10**" as per Bureau of Customs - Bids and Awards Committee Resolution No. 2023-02, is hereby awarded to your company in the amount of **Seven Hundred Seventy-Eight Thousand One Hundred Fifty Pesos (PHP778,150.00)**.

In this regard, you are hereby required to sign the Purchase Order as stated in Section 37.2 of the Implementing Rules and Regulations of Republic Act No. 9184 otherwise known as "Government Procurement Reform Act" within five (5) calendar days upon receipt of this Notice.

Very truly yours,


MICHAEL C. FERMIN

Chairperson, Bids and Awards Committee 


Received by: **CHARMILLE ANN T. PALACIO**

09561566584

Date: October 2, 2023

PURCHASE ORDER

Bureau of Customs

Agency

Supplier: **Department of Public Works and Highways Central Office Multi-Purpose Cooperative**

P.O. No.: 2023-09-0153

T.I.N. : 004-584-157-0000

Date : 29-Sep-2023
Mode of Procurement: Small Value Procurement

Gentlemen:

Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery: Durina the Event
Date of Delivery : Delivery Term: Payment Term:

Stock No.	Unit	Description	Quantity	Unit Cost	Amount
		SPECIFICATIONS			
		Catering Services for COMPREHENSIVE ORIENTATION AND ON-BOARDING PROGRAMME FOR NEWLY HIRED EMPLOYEES BATCH 6-10 BATCH 6 Delivery Time: 8am – AM snacks, 11am – Lunch, 2pm – PM snacks. Venue: Enforcement and Security Services (ESS) Conference Room October 9 to 20, 2023 58 pax x 10 days Flowing coffee/tea and water during the training session STRICTLY NO PORK BATCH 7 Delivery Time: 8am – AM snacks, 11am – Lunch, 2pm – PM snacks. Venue: ITDD Training Room, Citadel Building, Bonifacio Drive, Port Area, Manila October 16 to 27, 2023 34 pax x 10 days Flowing coffee/tea and water during the training session STRICTLY NO PORK BATCH 8 Delivery Time: 8am – AM snacks, 11am – Lunch, 2pm – PM snacks. Venue: ITDD Training Room, Citadel Building, Bonifacio Drive, Port Area, Manila November 06 to 17, 2023 35 pax x 10 days Flowing coffee/tea and water during the training session STRICTLY NO PORK			778,150.00
(Total Amount in Words)		Seven Hundred Seventy-Eight Thousand One Hundred Fifty Pesos (inclusive of tax)			778,150.00

(Terms and Conditions stated at the back page of this P.O.)

Very truly yours,

Conforme:

Charmille Ann Palasio
Signature over Printed Name of Supplier

Date October 2, 2023

MICHAEL C. FERMIN
Chairperson, Bids and Awards Committee

Funds Available:

MariLou A. Cabison
MARILOU A. CABISON
Collector V/Chief, Accounting Division

ALOBS No.: 02-01/01/101-2023-10-2894
Amount: 778,150.00

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 disqualified 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 be 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. The Goods to be delivered must comply with the minimum quality standards prescribed by existing laws, rules and regulations.

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: Charlene Ann Palasio
AWARDEE

OCT 02 2023

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this _____ day of _____, 2023, 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 _____ (_____) pages including this pages and its Annexes, signed by the parties and their materials witnesses.

WITNESS MY HAND AND SEAL this OCT 02 2023 day of _____, 2023.

Doc No. 79
Page No. 24
Book No. 41
Series of 2023

ATTY. JOHN EDWARD T. ANG
Notary Public for City of Manila
2F Midland Plaza Hotel, 100 St. Ermito, Manila
Notarial Commission Expires Dec. 31 2023
IBP No. 293898
Notary Public for City of Manila
Exp. Date: Dec. 31, 2023
MAY 27 2017

PURCHASE ORDER
Bureau of Customs
Agency

Supplier: **Department of Public Works and Highways Central Office Multi-Purpose Cooperative**

P.O. No.: 2023-09-0153

T.I.N. : 004-584-157-0000

Date : 29-Sep-2023
Mode of Procurement: Small Value Procurement


Gentlemen:
Please furnish this Office the following articles subject to the terms and conditions contained herein:
Place of Delivery: Delivery Term: Durina the Event
Date of Delivery : Payment Term:


Stock No.	Unit	Description	Quantity	Unit Cost	Amount
		SPECIFICATIONS			
		<p>BATCH 9 Delivery Time: 8am – AM snacks, 11am – Lunch, 2pm – PM snacks.</p> <p>Venue: To be Announced (TBA)</p> <p>Date: To be Announced (TBA) 35 pax x 10 days</p> <p>Flowing coffee/tea and water during the training session</p> <p>STRICTLY NO PORK</p> <p>BATCH 10 Delivery Time: 8am – AM snacks, 11am – Lunch, 2pm – PM snacks.</p> <p>Venue: To be Announced (TBA)</p> <p>Date: To be Announced (TBA) 35 pax x 10 days</p> <p>Flowing coffee/tea and water during the training session</p> <p>STRICTLY NO PORK</p> <p>Availability</p> <p>Other Inclusions - Buffet - For Flowing Coffee (Percolators, Sugar, Creamer, Coffee, Stirrer, Cups)</p> <p>Note: Please clean/change the coffee every day in the morning before the training starts at 7:00 am. - Utensils such as plates, spoon, fork, and cups Note: Penalty and/ or termination of contract of the winning bidder might incur when all the above stated technical specification is not complied.</p>			778,150.00

(Total Amount in Words) **Seven Hundred Seventy-Eight Thousand One Hundred Fifty Pesos (inclusive of tax)** **778,150.00**

(Terms and Conditions stated at the back page of this P.O.)

Very truly yours,

Conforme: 
Charmille Ann Palacio
Signature over Printed Name of Supplier
Date October 2, 2023


MICHAEL C. FERMIN
Chairperson, Bids and Awards Committee

Funds Available: 
MARILOU A. CABIGON
Collector V/Chief, Accounting Division

ALOBS No.: 02-01101104-2023-10-2824
Amount: 778,150.00

TERMS AND CONDITIONS
(PURCHASE ORDER)

- ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF QUOTATION.
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- 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.
- 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 disqualified 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.
- 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 be the Procuring Entity shall be final and binding upon the Supplier.
- 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.
- 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. The Goods to be delivered must comply with the minimum quality standards prescribed by existing laws, rules and regulations.
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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

- All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
- The technical specifications, bid quotation and other documents required from the AWARDEE shall form part of this Purchase Order.

Accepted By: Charmille Ann Palasio
AWARDEE

OCT 02 2023

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this _____ day of _____, 2023, 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 _____ (_____) pages including this pages and its Annexes, signed by the parties and their materials witnesses.

WITNESS MY HAND AND SEAL this _____ day of _____, 2023:

ATTY. JOHN EDWARD T. ANG
Notary Public for City of Manila
28 Midland Plaza Hotel, Alcatraz St., Ermita, Manila
Notarial Commission No. 2073-091 Manila until 12-31-2024
IBP No. 293899, Issued on Jan. 1, 2019 until 31-12-2023 Pasig City
RTR No. 010770, issued 2013 Manila
Reg. No. 1111, issued on July 29, 2017
MGE No. VII-0011672, issued on March 1, 2022 until April 14, 2025

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Book No 44
Series of 2023



BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

NOTICE TO PROCEED

CHARMILLE ANN T. PALACIO

Department of Public Works and Highways Central Office

Multi-Purpose Cooperative

DPWH Central Office Bonifacio Drive Port Area,

Manila

Dear **Ms. Palacio:**

The attached Contract having been approved, notice is hereby given to *DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS CENTRAL OFFICE MULTI-PURPOSE COOPERATIVE* that work may commence on the project "**Catering Services for Comprehensive Orientation and On-Boarding Programme for Newly Hired Employees Batch 6-10**" effective upon receipt and acceptance of this Notice.

You are responsible for performing the services in coordination with General Services Division (GSD) under the terms and conditions of the Purchase Order.

Very truly yours,

MICHAEL C. FERMIN

Chairperson, Bids and Awards Committee

Received by: **CHARMILLE ANN T. PALACIO**

09561566584

Date: October 5, 2013