



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

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NOTICE OF AWARD

ANGELA P. MARIANO

MIGA DAIMO COMMERCE CONSUMER GOODS TRADING
KM. 38 Pulong Buhangin, Santa Maria, Bulacan

Dear **Ms. Mariano**:

We are pleased to inform you that the contract for the project **"Supply, Delivery, and Installation of Automatic Transfer Switch 1250Ampere & ECB 1250Ampere 3 Pole at OCOM Building"** as per Bureau of Customs - Bids and Awards Committee Resolution No. 2023-02, is hereby awarded to your company in the amount of **Eight Hundred Seventy-Five Thousand Four Hundred Thirty-Seven Pesos and Fifty Centavos (PHP875,437.50)**

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: **ANGELA P. MARIANO**
091790224283

Date: Jan 10 2024



Gate 3, South Harbor, Port Area, Manila 1018

+63 (02) 8705-6000, +63 (02) 8527-1968 | www.customs.gov.ph | boc.cares@customs.gov.ph

PURCHASE ORDER

Bureau of Customs

Agency

Supplier: **MIGA DAIMO COMMERCE CONSUMER GOODS TRADING**
 T.I.N. : **744-200-294-000**

P.O. No.:
 Date :
 Mode of Procurement:

2023-11-0179
 9-Nov-2023
 Small Value Procurement

Gentlemen:

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

Place of Delivery:
 Date of Delivery :

Deliverv Term:
 Payment Term:

60 Calendar Days

Stock No.	Unit	Description	Quantity	Unit Cost	Amount
		<p align="center">SPECIFICATIONS</p> <p>Supply, Delivery and Installation of Automatic Transfer Switch 1250Ampere & ECB 1250Ampere 3 Pole at OCOM Building</p> <p>A.GENERAL CONDITIONS</p> <p>Complete all works for the project "Supply, Delivery, and Installation of Automatic transfer switch 1250ampere & ECB 1250ampere 3 pole of OCOM Building" including supply of all materials, equipment, and systems, as well as the performance of all necessary labor and processes, in accordance with the plans, specifications, the Bidding Documents, the Terms of References and other related contract documents.</p> <p>The contractor is not limited to the scope of works listed. He shall verify all plans and actual conditions for the necessity of work. If the actual situation calls for demolition, removal, and relocation he shall include such and all concomitant works to finish as part of the scope of work.</p> <p>Any discrepancies errors or omissions found between the drawings and specifications and the site conditions shall be clarified with the Architect/Consultant/Engineer.</p> <p>Should the contractor fail to verify or clarify discrepancies, errors, conflicts, or omissions in the drawings and specifications, it shall be deemed that the contractor has included in the preparation of his bid the necessary works, materials, or items needed to satisfy the general scope of works.</p> <p>B.SCOPE OF WORKS</p> <p>A.Electrical Works</p> <p>a.Mobilization/Demobilization; b.Coordination with General Service Division (GSD) and preparations of permits; c.Walk around and visual inspection; d.Gather data and information; e.Site coordination for power interruption during transfer of normal to emergency; f.Coordination to Meralco for temporary shutdown; g.Supply and installation of Enclosed Circuit Breaker (ECB) 1250A; h.Installation of wiring from ECB to Automatic Transfer Switch (ATS); i.Double check generator set controller, synch controller, and ATS controller if it's in automatic mode before demobilized; j.Supply and installation of ATS; k.Termination of cable wires in new ATS; l.Installation of control wiring from ATS to generator set panel; m.Rewiring of control panel of generator set to set an automatic mode; n.All synch controllers and generators shall be set to automatic mode; o.The load shall be at least 30% of the load capacity of generators; p.Simulate operation of the ATS transfer from normal to emergency power; q.Testing and commissioning of new ATS with load; r.Return operation of the ATS emergency power to normal power; s.Submission of Certificate of Completion; and t.Submission of Service Report;</p> <p>C.SPECIFICATIONS</p> <p>All drawings, whether small scale or detailed drawings, are intended to work in unison with the specifications and to form part thereof. They are to be followed in preference to measurement by scale. Anything shown in the drawings but not mentioned in the specifications (or vice-versa) or anything not expressly set forth in either (but which is reasonably implied) shall be furnished and installed.</p> <p>1.Electrical Works</p> <p>a.Quality Assurance - All materials to be used shall be new and shall conform with the reference codes and standards. Use of materials shall be further be governed by other requirements, impose on other sections of these specifications. Materials shall be subject to test necessary their fitness if so requires. b.Alternate Materials - use of any material, not specified in these specifications may be allowed provided such alternate has been approved by the agency in accordance with generally accepted standards. c.Identification of Materials - Each length of pipe, fitting, box, fixture, and device used in the electrical system shall have the weight, type and classes or product cast, stamped, or indelibly marked on it the manufacturer's trademark or name, when as required by the standards mentioned above;</p>			PHP 875,437.50
(Total Amount in Words)		Eight Hundred Seventy-Five Thousand Four Hundred Thirty-Seven Pesos and Fifty Centavos (inclusive of Tax)			875,437.50

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

Very truly yours,

Conforme:

Angela Mariano
 Signature over Printed Name of Supplier

Date: 1-12-24

Michael C. Fermin
 MICHAEL C. FERMIN
 Chairperson, Bids and Awards Committee

Funds Available:

MariLou A. Cabigon
 MARILOU A. CABIGON
 Collector V/Chief, Accounting Division

ALOBS No.: 06-01102101-2023-11-295
 Amount: 875,437.50

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 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:

Miguel Domingo Commerce Consumer Goods Trader
AWARDEE

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

MALOLOS CITY BULACAN

JAN 18 2024

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this _____ day of _____, 2022, 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 purchase order consisting of _____ (2) pages including this pages and its Annexes, signed by the parties and their materials witnesses.

WITNESS MY HAND AND SEAL this JAN 18 2024 day of _____, 2023.

Doc No 446 ;
Page No 95 ;
Book No 12 ;
Series of 2023

ATTY. BOBBY L. BILLOTE CPA
COMMISSION NO PNG 47-MB-2019
NOTARY PUBLIC FOR PROVINCE OF BULACAN
UNTIL DECEMBER 31, 2024
NRCC ANNEX MALOLOS CITY BULACAN
PTR NO 6350033101-04-21 MALOLOS CI
IBP NO 141236. 01-04-21 IBP MALOLOS
ROLL NO 52254 MCLE VI-000382 2-01-18

PURCHASE ORDER

Bureau of Customs

Agency

Supplier: **MIGA DAIMO COMMERCE CONSUMER** P.O. No.:

GOODS TRADING

Date :

2023-11-0179
9-Nov-2023

T.I.N. : **744-200-294-000**

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:

60 Calendar Days

Date of Delivery :

Payment Term:

Stock No.	Unit	Description	Quantity	Unit Cost	Amount
		<p align="center">SPECIFICATIONS</p> <p>Supply, Delivery and Installation of Automatic Transfer Switch 1250Ampere & ECB 1250Ampere 3 Pole at OCOM Building</p> <p>Wires and Cables</p> <p>i. All wires shall be copper, soft-drawn and annealed, shall be of 99% conductivity, shall be smooth and true and of the cylindrical form and shall be within +/-1% variation of the actual size called for;</p> <p>ii. Wires and cables shall be plastic insulated for 600 volts working pressure, type THHN/THWN unless otherwise noted;</p> <p>iii. All wires and cables shall be color coded, as follows;</p> <p>(a) Line 1 – red (b) Line 2 – yellow (c) Line 3 – blue</p> <p>iv. Minimum size of branch circuit wire shall be 3.5 mm² THW or THWN for power and lighting system with 2.0mm² THW minimum ground wire; and</p> <p>v. Wires 2.5 mm² and smaller shall be solid or stranded and 3.5 mm² and bigger shall be stranded.</p> <p>2. Code and Standards</p> <p>The automatic transfer switch and accessories shall conform to the requirements of:</p> <p>a. UL 1008 - Standard for Automatic Transfer Switches b. PD1096 (PEC) – Philippine Electrical Code c. International Standards Organization ISO 9001:2000 d. NEMA Standard ICS2-447 - AC Automatic Transfer Switches</p>			PHP 875,437.50

(Total Amount in Words)

Eight Hundred Seventy-Five Thousand Four Hundred Thirty-Seven Pesos and Fifty Centavos (inclusive of Tax)

875,437.50

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

Very truly yours,

Conforme:

Signature over Printed Name of Supplier

Date 1-12-24

MICHAEL C. FERMIN

Chairperson, Bids and Awards Committee

Funds Available:

MARLOU A. CABIGON
Collector V/Chief, Accounting Division

ALOS No.:

06-01102 101-20 23-11-2971

Amount:

875,437.50

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.
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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:

Mega Daimo Commerce Consumer Goods Trading
AWARDEE

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

MALOLOS CITY BULACAN

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this 18 day of JAN 2024, 2022, 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 purchase order consisting of (2) pages including this pages and its Annexes, signed by the parties and their materials witnesses.

WITNESS MY HAND AND SEAL this 18 day of _____, 2023.

Doc No 469 ;
Page No 97 ;
Book No 12 ;
Series of 2024

ATTY. BOBBY L. BILLOTE CPA
COMMISSION NO PNG-47-MB-2019
NOTARY PUBLIC FOR PROVINCE OF BULACAN
UNTIL DECEMBER 31, 2024
NRCC ANNEX MALOLOS CITY BULACAN
PTR NO 6350033101-04-21 MALOLOS CITY
IBP NO 141236. 01-04-21 IBP MALOLOS
ROLL NO 52254 MCLE VI-000382-2-01-16



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

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NOTICE TO PROCEED

ANGELA P. MARIANO

MIGA DAIMO COMMERCE CONSUMER GOODS TRADING
KM. 38 Pulong Buhangin, Santa Maria, Bulacan

Dear **Ms. Mariano**:

The attached Contract having been approved, notice is hereby given to *MIGA DAIMO COMMERCE CONSUMER GOODS TRADING* that work may commence on the project **"Supply, Delivery, and Installation of Automatic Transfer Switch 1250Ampere & ECB 1250Ampere 3 Pole at OCOM Building"** 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: **ANGELA P. MARIANO**
091790224283
Date: Jan 17 2024



Gate 3, South Harbor, Port Area, Manila 1018

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