



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

NOTICE OF AWARD

RAMILO C. DY

R.C. DY CONSTRUCTION SUPPLY & GENERAL MERCHANDISE

Nepomuceno St., Brgy. II Poblacion, Buenavista,
Marinduque

Dear **Mr. Dy**:

We are pleased to inform you that the contract for the project "**Supply, Delivery, and Installation of Automatic Boom Barrier at the Main Gate of Bureau of Customs**" as per Bureau of Customs - Bids and Awards Committee Resolution No. 2023-02, is hereby awarded to your company in the amount of **Three Hundred Eighty-Six Thousand Eight Hundred Sixty-Two Pesos (PHP386,862.00)**.

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: **RAMILO C. DY**

09688520663

Date: 12-11-2023



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: **R.C. DY CONSTRUCTION SUPPLY & GENERAL MERCHANDISE**
 T.I.N. : **926-333-177-000**

P.O. No.: 2023-11-0175
 Date : 6-Nov-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: 30 Calendar Days
 Date of Delivery : Payment Term:

Stock No.	Unit	Description	Quantity	Unit Cost	Amount
		SPECIFICATIONS			
		Supply, Delivery, and Installation of Automatic Boom Barrier at the Main Gate of Bureau of Customs A.GENERAL CONDITIONS Complete all works for the project "SUPPLY, DELIVERY, AND INSTALLATION OF AUTOMATIC BOOM BARRIER AT MAIN GATE OF BUREAU OF CUSTOMS" 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. 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. Any discrepancies errors or omissions found between the drawings and specifications and the site conditions shall be clarified with Architect/Engineer of the Bureau of Customs (BOC). 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. B.SCOPE OF WORKS 1.Mobilization; The mobilization of the project shall consist of the following: a.Preparation of logistics of contractor's equipment. b.Setting up of temporary facilities within the site. 2.Walk around, conduct visual inspection, and gather data; 3.Dismantling of the old manual boom barrier; 4.Supply, Delivery, and Installation of Automatic Boom Barrier at the main gate of BOC, One for the entrance gate and another one is for the exit gate; 5.All push-buttons to be installed at the guardhouse; 6.Re used of existing breaker at the guardhouse; 7.The nature of power supply shall be single phase, 230V, 60Hz; 8.Installation of power supply from Automatic Boom Barrier to existing panelboard shall be installed in standard electrical conduit runs embedded inside the concrete, hollow blocks, structures, wall partition and run or/run concealed between double wall partition and inside the ceiling spaces; 9.If any has been omitted for any items of work or materials usually furnished, which are necessary for the completion of entire work as outlined herein before, then such items must be and hereby included to complete the standard installation; 10.Submission of Certificate of Completion; 11.Submission of Service Report.			386,862.00

(Total Amount in Words) Three Hundred Eighty-Six Thousand Eight Hundred Sixty-Two Pesos (inclusive of tax) **386,862.00**

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

Very truly yours,

Conforme:

RANILO C. DY

Signature over Printed Name of Supplier

Date 12-13-2023

Michael C. Fermin

Chairperson, Bids and Awards Committee

Funds Available:

MARILOU A. CABIGON
 Collector V/Chief, Accounting Division

ALOBS No.: 06-0102101-2023-11-2889
 Amount: 386,862-

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:

RAMILO C. DY
AWARDEE

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

DEC 13 2022

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 _____ 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.

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Page No 41
Book No 41
Series of 2023

NOTARY PUBLIC
EMILLO A. AGREGADO
UNTIL DECEMBER 31, 2023
PTR NO. 9782110 15-7-2023
BP NO. 18522, ROLL NO. 27758
REG. COMPLIANCE NO. VI-117



REPUBLIC OF THE PHILIPPINES
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NOTICE TO PROCEED

RAMILO C. DY

R.C. DY CONSTRUCTION SUPPLY & GENERAL MERCHANDISE

Nepomuceno St., Brgy. II Poblacion, Buenavista,
Marinduque

Dear **Mr. Dy**:

The attached Contract having been approved, notice is hereby given to *R.C DY CONSTRUCTION SUPPLY & GENERAL MERCHANDISE*, that work may commence on the project **"Supply, Delivery, and Installation of Automatic Boom Barrier at the Main Gate of Bureau of Customs"** 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: **RAMILO C. DY**
09688520663
Date: 12-18-2023



Gate 3, South Harbor, Port Area, Manila 1018

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