



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

**ALAIN E. SAMONTE**  
**AE SAMONTE MERCHANDISE**  
1128 J L Escoda St., Brgy. 673 Paco  
Manila

Dear **Mr. Samonte**:

We are pleased to inform you that the contract for the project **"Supply and Delivery of Storage Box"** as per Bureau of Customs - Bids and Awards Committee Resolution No. 2023-02, is hereby awarded to your company in the amount of **One Hundred Eighteen Thousand Pesos (PHP118,000.00)**.

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: **ALAIN E. SAMONTE**  
8295-6631

Date: January 5, 2024



Gate 3, South Harbor, Port Area, Manila 1018

+63 (02) 8705-6000, +63 (02) 8527-1968 | [www.customs.gov.ph](http://www.customs.gov.ph) | [boc.cares@customs.gov.ph](mailto:boc.cares@customs.gov.ph)

**PURCHASE ORDER**

Bureau of Customs

Agency

Supplier: **AE SAMONTE MERCHANDISE**

P.O. No.: 2023-12-0215

T.I.N. : 263-884-036-000

Date : 28-Dec-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:

15 calendar days


Date of Delivery :


Payment Term:

Stock No.	Unit	Description	Quantity	Unit Cost	Amount
		<b>SPECIFICATIONS</b>			
		<b>SUPPLY AND DELIVERY OF STORAGE BOX</b>			
	pc	Storage Box, Hard Bound, with Lid	400	295.00	118,000.00
		xxxxx nothing follows xxxxx			

(Total Amount in Words) **One Hundred Eighteen Thousand Pesos (inclusive of tax)** 118,000.00

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

**Conforme:**  
  
 Signature over Printed Name of Supplier  
 Date **January 8, 2024**

Very truly yours,  
  
**MICHAEL C. FERMIN**  
 Chairperson, Bids and Awards Committee

Funds Available:  
  
**MARILOUA. CABIGON**  
 Collector V/Chief, Accounting Division

ALOPS No.: **02-0110101-2023-12-0423**  
 Amount: **118,000-**



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. AWARDDEE 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 AWARDDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to the AWARDDEE 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 AWARDDEE 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 AWARDDEE 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 AWARDDEE, 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 AWARDDEE. Refusal by the DEFAULTING AWARDDEE 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 AWARDDEE shall form part of this Purchase Order.

Accepted By:

AWARDEE

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

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.

Doc No 147;  
Page No 14;  
Book No 11;  
Series of 2023

08 JAN 2024

**ATTY. ROLANDO E. LAS PIÑAS**  
 Notary Public for City of Manila  
 Notarial Commission No. 2023/016  
 Until Dec. 31-2024  
 240-C A.H. Lacson St., Samp. Mla.  
 Roll of Attorney No. 84035  
 PTR NO. 0827024/JAN. 3, 2023/MLA  
 IBP Membership No. 243549 /06 /20/2022  
 MCLE Exempted G.B.O. 1, s.2008



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## NOTICE TO PROCEED

**ALAIN E. SAMONTE**  
**AE SAMONTE MERCHANDISE**  
1128 J L Escoda St., Brgy. 673 Paco  
Manila

Dear **Mr. Samonte:**

The attached Contract having been approved, notice is hereby given to *AE SAMONTE MERCHANDISE*, that work may commence on the project "**Supply and Delivery of Storage Box**" 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: **ALAIN E. SAMONTE**  
8295-6631

Date: January 5, 2024



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