



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

10 JUN 2022

NOTICE OF AWARD

MR. RAYMUND F. MIGUEL

Asst. Vice President-HID Fargo Sales
Commerce Asia, Inc.
51 Annapolis Street
Greenhills, San Juan City

Dear **Mr. Miguel:**


We are pleased to inform you that the contract for the Project, "Supply and Delivery of Fargo Printer Color Ribbon for the Printing of DBM Officials and Employees' Identification Cards," is hereby awarded to Commerce Asia, Inc. in the amount of P143,520.00.

In this regard, you are hereby required to post a warranty security in the said amount and form stated in Section 62 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act) upon acceptance by the Procuring Entity of the delivered goods.

Thank you and God Bless.

Very truly yours,


ANDREA CELENE M. MAGTALAS¹
Director IV, Administrative Service


Raymond Micael
June 17, 2022

¹ DBM Department Order (DO) No. 40 dated December 20, 2021 provides, among others, that the approval and signing of contracts and other related documents in the procurement of projects using Direct Contracting not exceeding One Million Pesos is delegated by the Head of the Procuring Entity to the Director of the Administrative Service.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE TO PROCEED

10 JUN 2022

MR. RAYMUND F. MIGUEL

Asst. Vice President-HID Fargo Sales
Commerce Asia, Inc.
51 Annapolis Street
Greenhills, San Juan City

Dear **Mr. Miguel:**

This is to inform your company that its performance of the obligations specified in the attached Purchase Order for the Project, "Supply and Delivery of Fargo Printer Color Ribbon for the Printing of DBM Officials and Employees' Identification Cards," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,

ANDREA CELENE M. MAGTALAS¹
Director IV, Administrative Service

I acknowledge receipt and acceptance of this Notice on June 17, 2022.

Name of Authorized Representative: Raymund F. Miguel

Signature: [Handwritten Signature]

¹ DBM Department Order (DO) No. 40 dated December 20, 2021 provides, among others, that the approval and signing of contracts and other related documents in the procurement of projects using Direct Contracting not exceeding One Million Pesos is delegated by the Head of the Procuring Entity to the Director of the Administrative Service.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
 GENERAL SOLANO STREET, SAN MIGUEL, MANILA

PURCHASE ORDER NO. 2022-035

Supplier: Commerce Asia, Inc.	Mode of Procurement: Direct Contracting
Address: <u>51 Annapolis Street</u> <u>Greenhills, San Juan City</u>	
TIN:	

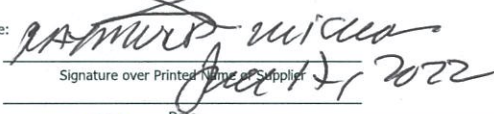
Gentlemen:
 Please deliver the article(s) product(s)/supplies/materials listed below priced in accordance with your Price Quotation/Proposal, subject to the Terms and Conditions enumerated at the back hereof:

Place of Delivery: DBM Central Office	Payment Term: Payment shall be made promptly, but in no case later than sixty (60) days, through Land Bank's LDDAP-ADA/Bank Transfer facility after submission of billing statement/invoice and upon fulfillment of other obligations as stipulated in the PO/contract as well as upon inspection and acceptance of the goods by the end user.
Delivery Term: The goods shall be delivered within fifteen (15) working days from the receipt of the Notice to Proceed (NTP)	


Stock No.	Unit	Item and Description /Specification	Quantity	Unit Cost	AMOUNT
	rolls	Supply and Delivery of Fargo Printer Color Ribbon for the Printing of DBM Officials and Employees' Identification Cards - Fargo DTC4500 Color Ribbon - Color: YMCFKO - Yield: 500 pieces * nothing follows *	10	₱14,352.00	₱143,520.00

(Total Amount In Words)
One Hundred Forty Three Thousand Five Hundred Twenty Pesos **₱143,520.00**

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed.

Conforme: 
 Signature over Printed Name of Supplier
 Date: June 17, 2022

Very truly yours,
ANDREA CELENE M. MAGTALAS
 Director IV, Administrative Service
 Authorized Official
 (Representing End User)

Funds Availability Certified by:  JEFFREY D. GALARPE Chief Accountant	OS No : <u>021011012022-06-904</u> Amount : <u>₱ 143,520 -</u> Date : <u>06/14/22</u>
---	---

Distribution of Copies:
 // Original copy for the Supplier's Confirm
 // Agency's Central Supply and Property Section for file
 // AS-PMD File
 // COA Auditor

**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 that AWARDEE and for re-awarding the item(s) to the Next Lowest Responsive Proposal, as determined by the DBM Bids and Awards Committee and approved by the Secretary of Budget and Management or his duly authorized representative.
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 Ground Floor, DBM Bldg. III, Gen. Solano St., San Miguel, 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 purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE, without prejudice to the imposition of liquidated damages. The DBM 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 prescribed 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 scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the results 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 prescribed 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 DBM 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 may 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 liquidated damages in all instances shall be automatic, except upon prior request for extension and approval thereof by the Procuring Entity before the scheduled 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 proposal and other documents required from the AWARDEE shall form part of this Purchase Order.
11. The Head of the Agency reserves the right to reject any and all Bids, declare a failure of bidding, or not award the contract as prescribed under Section 41 of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003.
12. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
13. In compliance with Section 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020, the DBM shall publish in its official website and social media platform the following post-award information:
 - a.) Project name;
 - b.) Approved budget for the contract;
 - c.) Contract period;
 - d.) Name of the winning bidder and its official business address;
 - e.) Amount of contract awarded;
 - f.) Date of award and acceptance; and
 - g.) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

Accepted By:

_____ AWARDEE

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 _____, 2022, personally appeared _____ known to me to be the same person who accepted the foregoing Terms and Conditions of a Purchase Order and who acknowledged 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 page and its Annexes, signed by the parties and their material witnesses.

WITNESS MY HAND AND SEAL this ____ day of _____, 2022.

Doc No _____;
Page No _____;
Book No _____;
Series of 2022.