



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

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2020-62**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted Public Bidding for the Project, "Supply and Delivery of Steel Racks," with an Approved Budget for the Contract of P1,850,000.00, through the authorized appropriations under the FY 2021 General Appropriations Act (GAA), as reflected in the Indicative Annual Procurement Plan, CY 2021;

**WHEREAS**, for the purpose of early procurement authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, the proposed budget under the FY 2021 National Expenditure Program shall be used as basis;

**WHEREAS**, on November 17, 2020, the Invitation to Bid was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards;

**WHEREAS**, six (6) prospective bidders, namely: (i) NSB Engineering Design and Fabrication; (ii) Progress Home and Office Furnishings; (iii) Magneto Enterprises; (iv) Design and Function; (v) Tri-M Vault Specialist; and (vi) SSIS Shelves and Storage Equipment, responded to the said Invitation and attended the Pre-bid Conference via videoconferencing on November 24, 2020;

**WHEREAS**, Supplemental/Bid Bulletin No. 1 was issued on December 2, 2020 to clarify, modify or amend items in the Bidding Documents;

**WHEREAS**, during the submission and opening of bids on December 9, 2020, four (4) bidders submitted bids, namely: (i) SSIS Shelves and Storage Equipment; (ii) Magneto Enterprises; (iii) IKF Home Furnishing and Office Furniture; and (iv) Tri-M Vault Specialist;

**WHEREAS**, on December 9, 2020, after preliminary examination of the bids, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the following:

- 1) The submission of SSIS Shelves and Storage Equipment as "failed" for non-compliance with the prescribed requirement for the Single Largest Completed Contract (SLCC) similar to the Project, which should have been "completed within two (2) years prior to the deadline for the submission and receipt of bids" as explicitly stated in Clause 10.2 of Section II. Instructions to Bidders (ITB), as reiterated in Section III. Bid Data Sheet, referring to Clause 5.3.b of the ITB, of the Bidding Documents; and for non-submission of the Revised Section VI. Schedule of Requirements and the Revised Section VII. Technical Specifications, which are made integral parts of the Bidding Documents for the Project by virtue of SBB No. 1 dated December 2, 2020;
- 2) The submission of Magneto Enterprises as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

- 3) The submission of IKF Home Furnishing and Office Furniture as "failed" for non-compliance with the prescribed requirement for the SLCC similar to the Project, which should have been "completed within two (2) years prior to the deadline for the submission and receipt of bids" as explicitly stated in Clause 10.2 of Section II. ITB, as reiterated in Section III. Bid Data Sheet, referring to Clause 5.3.b of the ITB, of the Bidding Documents; and
- 4) The submission of Tri-M Vault Specialist as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

**WHEREAS**, after evaluation of the financial proposals, the bids were ranked based on the total calculated bid prices to identify the Lowest Calculated Bid, as follows:

- |                           |   |                |
|---------------------------|---|----------------|
| 1. Magneto Enterprises    | - | P1,158,360.00  |
| 2. Tri-M Vault Specialist | - | P1,344,360.00; |

**WHEREAS**, the DBM-BAC accordingly declared the submission of Magneto Enterprises as the Lowest Calculated Bid in the amount of P1,158,360.00;

**WHEREAS**, after verification, validation, and ascertainment of all statements made and documents submitted by Magneto Enterprises, using non-discretionary criteria, as stated in the Bidding Documents, the DBM-BAC found that the submission of Magneto Enterprises passed all the criteria for post-qualification;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the DBM-BAC **RESOLVED**, as it hereby **RESOLVED**, the following:

- 1) To declare the bid of Magneto Enterprises for the Project, "Supply and Delivery of Steel Racks," in the amount of P1,158,360.00 as the Lowest Calculated and Responsive Bid, in accordance with Section 34.4 of the 2016 Revised IRR of RA No. 9184;
- 2) To notify all other bidders, in writing, of the DBM-BAC's recommendation within three (3) calendar days from the issuance of the Resolution recommending award of the contract, pursuant to Section 37.1.1 of the 2016 Revised IRR of RA No. 9184;
- 3) To recommend to the Secretary of the Department of Budget and Management, as the Head of the Procuring Entity, that the contract for the Project be awarded to Magneto Enterprises in the above-mentioned amount, in accordance with Section 34.4 of the 2016 Revised IRR of RA No. 9184; and
- 4) To issue the Notice of Award to Magneto Enterprises upon the enactment of the FY 2021 GAA, pursuant to Section 7.6 of the 2016 Revised IRR of RA No. 9184.

**ADOPTED**, this 11<sup>th</sup> day of December 2020 at the Department of Budget and Management,  
General Solano St., San Miguel, Manila.


 Thea Marie  
Corinne F. Palarca

**THEA MARIE CORINNE F. PALARCA**  
*End-user Representative*




Digitally signed  
by Virgilio A.  
Umpacan Jr.


**VIRGILIO A. UMPACAN, JR.**  
*B.U.D.G.E.T. Representative*

 Digitally signed by  
Yolanda R. Reyes

**YOLANDA R. REYES**  
*Alternate Member*

 Digitally signed  
by Rowel D.  
Escalante

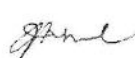
**ROWEL D. ESCALANTE**  
*Member*

 Digitally signed  
by Rosemarie  
D. Pagala

**ROSEMARIE D. PAGALA**  
*Alternate Member*

 Digitally signed by Andrea  
Celene M. Magtalas

**ANDREA CELENE M. MAGTALAS**  
*Vice Chairperson*

 Digitally  
signed by  
Janet B. Abuel

**JANET B. ABUEL**  
*Chairperson*

- Approved  
 Disapproved

  
**WENDEL E. AVISADO**  
*Secretary*

Date: \_\_\_\_\_



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

**NOTICE OF AWARD**

**MS. JENELY D. FEGARIDO**

Magneto Enterprises  
3265 R. Magsaysay Blvd.  
Sta. Mesa, Manila

Dear **Ms. Fegarido:**

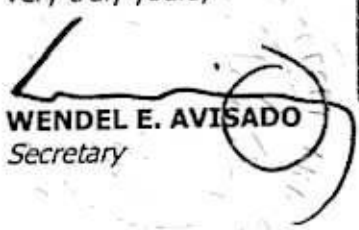
We are pleased to inform you that the contract for the Project, "Supply and Delivery of Steel Racks," is hereby awarded to Magneto Enterprises in the amount of P1,158,360.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.


Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
*Secretary*



Received By:

  
JENELY FEGARIDO

01-11-2021



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

**NOTICE TO PROCEED**

**MS. JENELY D. FEGARIDO**

Magneto Enterprises  
3265 R. Magsaysay Blvd.  
Sta. Mesa, Manila

Dear **Ms. Fegarido:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Supply and Delivery of Steel Racks," 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.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



I acknowledge receipt and acceptance of this Notice on Jan. 27, 2021.

Name of Authorized Representative: JENELY FEGARIDO

Signature: 

**CONTRACT No. 2021-02**  
**SUPPLY AND DELIVERY OF STEEL RACKS**

This CONTRACT made and entered into by and between the following:

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY, WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

**MAGNETO ENTERPRISES**, a sole proprietorship duly organized and existing under the laws of the Republic of the Philippines, with office address at 3265 R. Magsaysay Blvd., Sta. Mesa, Manila, represented by **ITS AUTHORIZED REPRESENTATIVE, JENELY D. FEGARIDO**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

**WITNESSETH:**

**WHEREAS**, the DBM conducted a public bidding for the Project, "Supply and Delivery of Steel Racks," and the bid of the Supplier was declared as the Lowest Calculated and Responsive Bid in the amount of One Million One Hundred Fifty-Eight Thousand Three Hundred Sixty Pesos (P1,158,360.00), hereinafter called the "Contract Price";

**WHEREAS**, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last January 11, 2021, and the Supplier posted its performance security in the form of a Performance Security Declaration on January 16, 2021, in the amount of N/A (P N/A);

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex	A	-	Bid Form
	B	-	Schedule of Requirements
	C	-	Technical Specifications
	D	-	General Conditions of Contract
	E	-	Special Conditions of Contract
	F	-	Notice of Award
	G	-	Performance Security

①



3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the Supply and Delivery of Steel Racks, and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the Supply and Delivery of Steel Racks, and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_\_ day of \_\_\_\_\_, 2021 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET  
AND MANAGEMENT**

by:

**WENDEL E. AVISADO**  
Secretary



**MAGNETO ENTERPRISES**

by:

**JENELY D. FEGARIDO**  
Authorized and Designated  
Representative

SIGNED IN THE PRESENCE OF

**THEA MARIE CORINNE F. PALARCA**  
Director IV  
Administrative Service

*[Signature]*

**ACKNOWLEDGMENT**

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

**BEFORE ME**, a Notary Public for and in the City of **MANILA**, Philippines on this JAN 27 2021 day of \_\_\_\_\_, 2021 personally appeared the following:

NAME	VALID ID	VALID UNTIL
<b>WENDEL E. AVISADO</b>	DBM ID No. 4601	
<b>JENELY D. FEGARIDO</b>	EC7561528	APRIL 27, 2021

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Supply and Delivery of Steel Racks was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of JAN 27 2021, 2021.

Doc. No 4271;  
Page No 95;  
Book No 2;  
Series of 2021.

**ATTY. GARY CAMITAN AURE**  
 NOTARY PUBLIC, ROLL NO. 60777  
 PTR No. 0145899 issued on Jan. 4, 2021 until Dec. 31, 2021 Manila  
 COM. No. 0145899 issued on Feb. 2, 2016  
 Commissioner No. 4020-021 issued on Jan. 31, 2020 Until Dec. 31, 2021 Manila  
 PCLP No. VI-M06796 issued on Feb. 20, 2018 at Pasig City Valid Until April 14, 2022  
 Office Address: ON YASCA Building, 350 Antonio Villegas Street, Ermita, Manila

4  
reimbursed





# Magneto Enterprises

3265 R. MAGSAYSAY BLVD., STA MESA, MANILA

TEL NOS. 8714-4363; 8714-9351; 8715-0009

FAX: 8715-9786

## Bid Form for the Procurement of Goods

### BID FORM (Revised)

Date : December 09, 2020

Project Identification No. : DBM-2021-09

To: **Department of Budget and Management**  
General Solano Street, San Miguel, Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer "**Supply and Delivery of Steel Racks**" in conformity with the said PBDs for the sum of **One million one hundred fifty eight thousand three hundred sixty pesos** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein.

Particulars	Quantity	Unit Cost	Total Price (inclusive of VAT)
Steel Rack with shelving dimensions: 211 cm (H) x 100 cm (L) x 50 cm (W)	100	7,830.00	783,000.00
Steel Rack with shelving dimensions: 150 cm (H) x 170 cm (L) x 50 cm (W)	46	8,160.00	375,360.00
<b>Total</b>			<b>1,158,360.00</b>

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.


Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of Magneto Enterprises as evidenced by the attached *special power of attorney*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: Jenely D. Fegarido  
Legal capacity: Authorized Representative  
Signature:   
Duly authorized to sign the Bid for and behalf of: Magneto Enterprises  
Date: December 09, 2020





# Magneto Enterprises

3265 R. MAGSAYSAY BLVD., STA MESA, MANILA

TEL NOS. 8714-4363; 8714-9351; 8715-0009

FAX: 8715-9786

## *Schedule of Requirements* (Revised)

Item Number	Description	Quantity	Delivery Date
1	Brand New Steel Rack with shelving dimensions of 211 cm (H) x 100 cm (L) x 50 cm (W)	100 racks	Staggered delivery within sixty (60) working days upon receipt of Notice to Proceed (NTP) to be delivered to the DBM Arcache Building, General Solano St., San Miguel, Manila
2	Brand New Steel Rack with shelving dimensions of 150 cm (H) x 170 cm (L) x 50 cm (W)	46 racks	Staggered delivery within thirty (30) working days upon receipt of NTP to be delivered to the DBM Arcache Building, General Solano St., San Miguel, Manila

\* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

**I hereby certify to comply and deliver all the above requirements.**

Magneto Enterprises  
Name of Company/Bidder

  
Jenely D. Fegarido  
Signature Over Printed Name of Representative

December 09, 2020  
Date





# Magneto Enterprises

3265 R. MAGSAYSAY BLVD., STA MESA, MANILA  
 TEL NOS. 8714-4363; 8714-9351; 8715-0009  
 FAX: 8715-9786

## Technical Specifications (Revised)

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Specifications		Bidder's Statement of Compliance
<b>I</b>	<b>STEEL RACKS</b>	Comply
	<p><b><u>Shelving OD: 211 cm (H) x 100 cm (L) x 50 cm (W):</u></b></p> <ul style="list-style-type: none"> <li>a. Brand new and heavy duty</li> <li>b. Shelf Thickness: Gauge 18</li> <li>c. Slotted Angle Bar: 1.5" x 1.5" x 2 mm (T)</li> <li>d. With complete accessories – rubber footing, corner plates, bolts, nuts, and washer</li> <li>e. Color: Light Gray, spray-painted</li> <li>f. Seven (7) adjustable shelves (including topmost shelf), each with stiffener</li> <li>g. Loading Capacity: 80 to 120 kg per shelf/level</li> </ul>	<p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p>
	<p><b><u>Shelving OD: 150 cm (H) x 170 cm (L) x 50 cm (W):</u></b></p> <ul style="list-style-type: none"> <li>a. Brand new and heavy duty</li> <li>b. Shelf Thickness: Gauge 18</li> <li>c. Slotted Angle Bar: 1.5" x 1.5" x 2 mm (T)</li> <li>d. With complete accessories – rubber footing, corner plates, bolts, nuts, and washer</li> <li>e. Color: Light Gray, spray-painted</li> <li>f. Five (5) adjustable shelves (including topmost shelf), each with stiffener</li> <li>g. Loading Capacity: 80 to 120 kg per shelf/level</li> </ul>	<p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p>
<b>II</b>	<b>DELIVERY AND ASSEMBLY</b>	Comply



	<p>The CONTRACTOR shall provide samples of the steel racks subject to inspection and approval of the end-user prior to the delivery of the items as stated in the Schedule of Requirements.</p>	<p>Comply Comply Comply</p>
	<p>The delivery and assembly of the steel racks shall be at the DBM Arcache Building, General Solano St., San Miguel, Manila.</p>	<p>Comply Comply</p>

<b>III</b>	<b>WARRANTY</b>	Comply
	<p>The CONTRACTOR shall provide a one (1)-year warranty period which shall commence on the day the DBM issues the Certificate of Acceptance.</p>	<p>Comply Comply Comply</p>

**I hereby certify to comply and deliver all the above requirements.**

Magneto Enterprises  
Name of Company/Bidder

Jenely D. Fegarido  
Signature Over Printed Name of Representative

December 9, 2020  
Date




# **Magneto Enterprises**

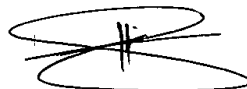
3265 Ramon Magsaysay Blvd. Sta Mesa Manila  
Tel no. 714-4363 , 714-9351 Fax no. 715-9786

## **WARRANTY CERTIFICATE**

This is to certify that **MAGNETO ENTERPRISES** is giving a warranty of one (1) years against mechanical defects on the items bided by **Department of Budget and Management.**

- 100 – units Steel Rack Dimension: 211 H x 100L x 50W
- 46 – units Steel Rack Dimension: 150 H x 170 L x 50W

  
Ms. Jenely D. Fegarido  
Authorized Representative



## ***Section IV. General Conditions of Contract***



## **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 Revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 Revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## **2. Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the Revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 Revised IRR of RA No. 9184.

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 Revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Director Thea Marie Corinne F. Palarca, Administrative Service (AS).</p> <p><b>Incidental Services</b></p> <p>The Supplier is required to provide all services specified in Section VI. Schedule of Requirements, including additional services, if any.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p><b>Packaging</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>

	<p><b>Intellectual Property Rights</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <p>One-time payment, after completion and acceptance of the requirements for the Project, is adopted.</p> <p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> <li>a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit;</li> <li>b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</li> <li>c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised IRR of RA No. 9184, in lieu of the unnotarized PSD.</li> </ul>
3	<p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a PSD shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> <li>a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;</li> <li>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</li> <li>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</li> </ul>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized 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 result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>



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

**NOTICE OF AWARD**

**MS. JENELY D. FEGARIDO**

Magneto Enterprises  
3265 R. Magsaysay Blvd.  
Sta. Mesa, Manila

Dear **Ms. Fegarido:**

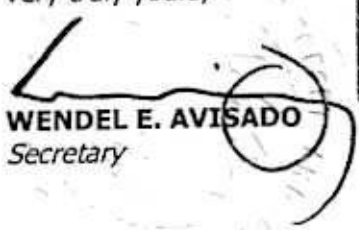
We are pleased to inform you that the contract for the Project, "Supply and Delivery of Steel Racks," is hereby awarded to Magneto Enterprises in the amount of P1,158,360.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
*Secretary*



 01-11-2021  
Received By: **JENELY FEGARIDO**





# MAGNETO ENTERPRISES

OFFICE ADDRESS: 3265 RAMON MAGSAYSAY BLVD., STA. MESA, MANILA  
CONTACT NOS.: 8-714-4363 ; 8-715-0009 ; 8-714-9351 ; 8-713-0759

REPUBLIC OF THE PHILIPPINES) CITY  
OF CITY OF MANTALA ) S.S.  
x-----x

## PERFORMANCE SECURING DECLARATION *Invitation to Bid: DBM-2021-09*

To: *Department of Budget and Management  
General Solano Street, San Miguel, Manila*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this 18 day of JAN 2021


at CITY OF MANTALA

  
Jenely D. Regarido  
Affiant

SUBSCRIBED AND SWORN to before me this JAN 18 2021 day of \_\_\_\_\_ at \_\_\_\_\_  
Philippines.  
**CITY OF MANILA**

Affiant/s exhibited to me his/her *Philippine Passport* with no. EC7561528 issued on April 28, 2016 at DFA Manila.

Witness my hand and seal this JAN 18 2021 day of \_\_\_\_\_

  
**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No., \_\_\_\_\_, \_\_\_\_\_

IBP No., \_\_\_\_\_, \_\_\_\_\_

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