

**MEMORANDUM OF AGREEMENT BETWEEN
THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)
AND
LARICEL'S JEWELRY**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this ___ day of 01 JUN 2023, 2023 in the City of Pasay and between:

THE DEPARTMENT OF FOREIGN AFFAIRS (DFA), with office address at 2330 Roxas Blvd., Pasay City, represented herein by **MR. ANTONIO A. MORALES**, Head of Procuring Entity and Undersecretary for Administration, hereinafter referred to as the **FIRST PARTY (Procuring Entity)**;

and

LARICEL'S JEWELRY, with address at 279 Contreras Street, Calvario, Meycauayan City, Bulacan, a company duly organized and existing under and by virtue of the laws of the Philippines, as evidenced by the submitted Certificate of Business Name Registration, issued by the Department of Trade and Industry, Represented by **MS. LARICEL B. BAUTISTA**, Manager, who is duly authorized to enter into this Agreement pursuant to the Omnibus Sworn Statement, copy of which is attached as ANNEX "A" and made an integral part hereof, herein referred to as the **SECOND PARTY (Contractor)**;

Collectively referred to herein as the Parties.

- WITNESSETH -

WHEREAS, this Agreement, undertaken pursuant to BAC Resolution No. CPM-PB-19-2023 dated 19 May 2023, and Notice of Award (ANNEX "B"), complies with the applicable provisions of the Republic Act No. 9184 and its Implementing Rules and Regulations;

WHEREAS, the **First Party** invited bids for the Notice of Conduct of Competitive Bidding under Section 10 of the Government Procurement Reform Act (R.A. 9184) for the Department's procurement of Loyalty Pins for its 125th DFA Foundation Day, and has accepted a bid by the **SECOND PARTY** to provide said goods in the amount of **Two Million Six Hundred Seventy-Seven Thousand (P2,677,000.00)** only, (hereinafter, the Contract Price), inclusive of all applicable taxes and other lawful charges.

WHEREAS, the definitions included in the General and Special Conditions of the Contract (GCC) provided in the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this **AGREEMENT**.

WHEREAS, the following documents are also attached and made integral parts of this **AGREEMENT**:

- ANNEX C - Certificate of Availability of Funds
- ANNEX D - Bid Form submitted by the **SECOND PARTY**
- ANNEX E - Technical Specifications
- ANNEX F - General Conditions of Contract

- ANNEX G - Special Conditions of Contract
- ANNEX H - Performance Bond
- ANNEX I - PhilGEPS Registration
- ANNEX J - Business Permit

WHEREAS, in case of conflict or inconsistencies between or among any of the documents annexed to this Agreement, the provisions of the Technical Specifications, insofar as it is consistent with the terms and conditions herein, shall be controlling.

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES agree as follows:

**ARTICLE I
Purpose of the Agreement**

This Agreement is entered into by and between the Parties in relation to the procurement of the Loyalty Pins for the 125th DFA Foundation Day.

**ARTICLE II
Roles and Responsibilities**

The **First Party** shall provide the necessary documentary requirements needed in the completion of the procurement project, while the **Second Party** shall deliver the goods with the required specifications within the period prescribed in the Technical Specifications and Scope of Work (Annex "E").

**ARTICLE III
Fees and Payment Schedule**

For and in consideration of the performance of services, the First Party shall pay the Second Party the above-mentioned Contract Price of **Two Million Six Hundred Seventy-Seven Thousand (P2,677,000.00)**. In no case shall the total payment to the Second Party exceed the indicated Contract Price. The terms of payment shall be in accordance with Item X of the Technical Specifications (Annex "E").

The Contract Price shall be payable after the complete delivery of the goods and if found to be in good condition. Payment shall be made in accordance with applicable regulations for government payment of obligations upon submission of the **Second Party** of complete supporting documents to the Human Resources Management Office (HRMO) and through List of Due and Demandable Accounts Payable (LDDAP).

**ARTICLE IV
Mode of Payment**

Payment of the Contract Price shall be made within thirty (30) days from receipt of the invoice and complete supporting documents for payment by the **First Party**, through LDDAP made payable to "Ma. Cecilia B. Bonifacio Laricel's Jewelry" account holder through the following bank details:

Account Name: Landbank of the Philippines
Savings Account Number: 1621 1288 21
Bank/Branch: Meycauayan Branch



The **Second Party** shall issue an official receipt for the payment made by the **First Party**. All payments shall be in accordance with government audit and accounting laws, rules and regulations.

ARTICLE V Termination/Pre-termination

The commission of a material breach of obligations under this Agreement, such as but not limited to the failure of any party to submit its deliverables or perform its duties under this Agreement, or when it delays, for no justifiable reason, the performance thereof and fails to cure that breach within twenty (20) days after receiving written notice of the breach, entitles the non-erring party to terminate this Agreement immediately upon written notice to the other party, and stating definitively the justifiable grounds therefore.

ARTICLE VI Warranty and Intellectual Property Rights

The designs and molds of the pins stated in the technical specifications are the sole property of the Department of Foreign Affairs (DFA) and may not be reproduced or displayed by the Contractor unless with express written permission of the Department. The disclosure of such technical specifications to third parties without the prior written consent of the DFA is prohibited.

The Second Party shall issue a *Certificate of Authenticity* for each pin stating, among others, the specifications/standards used for the materials, the origin of the material, and lifetime warranty, particularly for the gold and silver loyalty pins.

Article VII Miscellaneous Provisions

1. Both Parties shall comply in all material respects with all applicable laws, rules, regulations, orders and decrees of the Philippine government.
2. Parties warrant that they have not assigned and will not assign to any third party, by operation of law or otherwise, any cause of action, obligation, or demand of any nature whatsoever relating to any matter covered by this Agreement.
3. In the event of any dispute or difference that may arise between Parties in connection with this Agreement or the interpretation or performance of any of its provisions, the Parties shall exert their best efforts to amicably settle such dispute or difference. In the event that an amicable settlement cannot be achieved, the Parties agree to settle the matter with finality by submitting the same for arbitration which shall be conducted by one (1) arbitrator to be appointed by the President of the Philippine Dispute Resolution Center, Inc. (PDRCI) and in accordance with PDRCI's subsisting rules. The arbitration proceedings, including all records, documents, pleadings, orders and judgements filed and rendered in pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines. Nothing in this Agreement shall prevent the Procuring Entity from applying to a court of competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights that are subject matter of the dispute.
4. The performance of this Agreement by either Party is subject to acts of God, war, government regulations, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the abilities of the parties, making it inadvisable, illegal, or impossible to

perform to the terms of the contract. This Agreement may be terminated or revised for any of the above reasons without liability by written notice from one party to the other.

5. This Agreement encapsulates the full agreement between the Parties, and any subsequent alteration, modification or amendment of this Agreement or any of its provisions shall be subject to mutual consent of both Parties and shall be made in writing.
6. The Parties agree that each Party is acting as an independent entity. Nothing in this Agreement shall be construed so as to constitute any Party to be the agent of the other. Nothing in this Agreement shall be construed so as to constitute an employment, a partnership or joint venture of any kind between the Parties hereto.
7. The Parties hereto agree to keep all dealings, transactions, communications, correspondences, documents, and records relative to this particular Agreement strictly confidential and subject to non-disclosure by both Parties. The obligations set forth in this provision shall survive the termination of this Agreement.
8. The Second Party shall hold DFA free, and indemnify the latter, against any and all losses and cost of suits, claims, actions and damages that may be suffered by or brought against DFA or any of its officers, personnel, and/or duly authorized agents as a direct result of the fault or negligence of the Second Party, its officers, employees or authorized representatives, or the breach or non-performance by the Second Party of its duties, obligations and warranties under this Agreement.

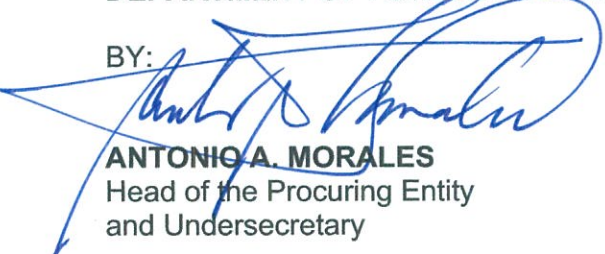
ARTICLE IX Effectivity

This Agreement shall take effect upon the signing of the Parties hereto and shall remain in force until the obligations of the Parties as stipulated herein are complied with.

IN WITNESS HEREOF, the Parties through their duly authorized representatives have hereunto affixed their signatures on this ___ day of 01 JUN 2023, 2023 at Pasay City, Philippines.

DEPARTMENT OF FOREIGN AFFAIRS

BY:


ANTONIO A. MORALES
Head of the Procuring Entity
and Undersecretary

LARICEL'S JEWELRY

BY:


LARICEL B. BAUTISTA
Manager
Authorized Representative

Signed in the Presence of:


CHRISTOPHER B. MONTERO
Assistant Secretary
Human Resources Management Office


JOVY V. FERRER
Acting Chief Accountant
Office of Financial Management Services

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Pasay) s.s.

25 JUL 2023

BEFORE ME, a **NOTARY PUBLIC** for and in the City of Pasay, Philippines, on _____, 2023 personally appeared **MR. ANTONIO A. MORALES**, Undersecretary of the Department of Foreign Affairs and **MS. LARICEL B. BAUTISTA**, Manager and Authorized Representative of Laricel's Jewelry, known to me to be the same persons who executed the foregoing **Memorandum of Agreement between the Department of Foreign Affairs and Laricel's Jewelry** which instrument consists of **five (5) pages** including the page on which this Acknowledgment is written, signed by said Parties and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued Identification Documents of the Parties were exhibited to me, the same bearing:

NAME	ID NO.	PLACE OF ISSUE	DATE OF ISSUE
Antonio A. Morales	D0009237A	DFA MANILA	07 DEC. 2021
Laricel B. Bautista	C07-07-003423	LTO	05 JUNE 2023

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

Doc. No. 335
Page No. 68
Book No. 3
Series of 2023.

[Signature]
MA. CLEOFE L. JAIME
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2023
 COMMISSION NO. 20-04
 ROLL NO. 27802
 PTR NO, 8064931 PASAY CITY 1-3-2023
 IBP OR NO. 178431 ISSUED BY IBP
 NAT'L OFFICE - 2 - 16 - 22
 MCLE COMPL. VII-0018402
 ISSUED ON - MAY 20, 2022 VALID UNTIL
 APRIL 14, 2025

[Handwritten mark]

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF Meycauayan City) s.s.

AFFIDAVIT

I, Laricel B. Bautista, of legal age, married, Filipino, and residing at Lt 9 Mahogany St., Town and Country, Marilao, Bulacan, after having been duly sworn in accordance with law, do hereby depose and state that:


1. I am the authorized representative of Laricel's Jewelry with office address at 279 Contreras St., Calvario, Meycauayan City, Bulacan;
2. As the authorized representative of Laricel's Jewelry, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the Procurement of Loyalty Pins (PB-GS-13-2023) of the Department of Foreign Affairs as shown in the attached duly notarized Special Power of Attorney;
3. Laricel's Jewelry is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. Laricel's Jewelry is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. Laricel's Jewelry complies with existing labor laws and standards; and
8. Laricel's Jewelry is aware of and has undertaken the following responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examine all of the Bidding Documents;
 - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and

[Handwritten signature]

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- d. Inquire or secure Supplemental/Bid Bulletin(s) (Bid Bulletin No.1) issued for the Procurement of Loyalty Pins (PB-GS-13-2023);
9. Laricel's Jewelry did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of April 2023 at Meycauayan Philippines.


Laricel B. Bautista
Affiant


SUBSCRIBED AND SWORN to before me this 27th day of April 2023 at Meycauayan City, Philippines. Affiant is personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me her Unified Multi-Purpose ID, with his/her photograph and signature appearing thereon, with no. CRN-0111-0539415-7 and her Driver's License, with her photograph and signature appearing thereon, with no. C07-07-003423 and her Community Tax Certificate No. 08679559 issued on January 03, 2023 at Meycauayan, Bulacan.

Witness my hand and seal this 27th day of April 2023.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. 7
Page No. 3
Book No. 1
Series of 2023


KRISTINE GRACE MENESES IPAFO
Commission No. PNC-103-MB-2022
Notary Public for the Province of Bulacan
Until December 31, 2024
No. 7 Dahlia St. Dofia Mercedes Village
Bgy. Malhacan, Meycauayan City, Bulacan
Roll No. 66134
PTR No. 9389988; 01/20/2023; Meycauayan City
IBP LMN. 014974; 07/18/2018; Quezon City
MCLE Exemption No. VII CL003267; 01/07/2022;
valid until 04/14/2025



SPECIAL POWER OF ATTORNEY

I, Ma. Cecilia B. Bonifacio, Proprietor of Laricel's Jewelry, a company established and duly registered under the laws of the Philippines, with its registered office at 279 Contreras St., Calvario, Meycauayan City, Bulacan, do hereby make, constitute and appoint Laricel B. Bautista, General Manager, to be the true and lawful attorney, for it and its name, place and stead, to submit a bid, make, sign, execute, deliver and receive contracts, agreements, and any and all documents and other writings of whatever nature or kind, and execute and perform any and all acts necessary, and/or represent Laricel's Jewelry, in the Public Bidding of the Department of Foreign Affairs for the Procurement of Loyalty Pins (PB-GS-13-2023) as fully and effectively as the company might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

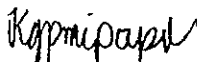
IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of April 2023 at Meycauayan, Philippines.

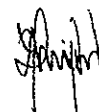

Ma. Cecilia B. Bonifacio
Affiant

SUBSCRIBED AND SWORN to before me this 27th day of April 2023 at Meycauayan City, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me her TIN ID, with her photograph and signature appearing thereon, with no. 188 915 551 000 and her PWD ID, with her photograph and signature appearing thereon, with no. 03-1411-001-1318 and her Community Tax Certificate No. 08679475 issued on January 03, 2023 at Meycauayan, Bulacan.

Witness my hand and seal this 27th day of April 2023.

Doc. No. 6 ;
Page No. 3 ;
Book No. 1 ;
Series of 2023 .


KRISTINE GRACE MENESES IPAPO
Commission No. PNC-103-MB-2022
Notary Public for the Province of Bulacan
Until December 31, 2024
No. 7 Dahlia St. Doña Mercedes Village
Bgy. Malhacan, Meycauayan City, Bulacan
Roll No. 66134
PTR No. 9389988; 01/20/2023; Meycauayan City
IBP LMN. 014974; 07/18/2018; Quezon City
MCLE Exemption No. VII CL003267; 01/07/2022;
valid until 04/14/2025





DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

BIDS AND AWARDS COMMITTEE

BAC Resolution No. CPM-PB-19-2023

**RESOLUTION RECOMMENDING AWARD OF THE CONTRACT
ON PROCUREMENT OF LOYALTY PINS**

WHEREAS, the Department of Foreign Affairs (DFA), through the authorized General Appropriations Act (GAA) FY 2023, intends to apply the sum of Two Million Seven Hundred Thousand Pesos (PhP 2,700,000.00) only being the Approved Budget for the Contract (ABC) for the **Procurement of Loyalty Pins** (Procurement Project);

WHEREAS, the said ABC is chargeable against HRMO's FY 2023 MOOE for Representation Expenses;

WHEREAS, on 14 April 2023, the Bids and Awards Committee (BAC) conducted a **Pre-Procurement Conference** to assess the readiness of the procurement by confirming the availability of funds and reviewing all relevant documents in relation to the Procurement Project;

WHEREAS, on 19 April 2023, the BAC Secretariat posted for seven (7) consecutive calendar days the **Invitation to Bid** for the Procurement Project on the DFA and PhilGEPS websites, and conspicuous places within the premises of the DFA, in accordance with Section 21.2 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184;

WHEREAS, on 20 April 2023, the BAC issued **Supplemental/ Bid Bulletin No.1** amending the schedule of the Post Qualification Conference for this Procurement Project to 15 May 2023 Monday, 1:30 P.M., instead of 14 May 2023;

WHEREAS, on 26 April 2023, the BAC held a **Pre-Bid Conference**, to discuss the eligibility requirements and the technical and financial components of the contract to be bid, which was attended by the following bidders: R&J Jewelry, Laricel's Jewelry, and Relujac Enterprise;

WHEREAS, on 10 May 2023, the deadline for the **submission and receipt of bids** as well as the date of opening thereof, only Laricel's Jewelry submitted its bid for the Procurement Project, which the BAC determined to be as follows:

<i>Eligibility and Technical Component</i>	<i>Financial Component</i>
Compliant	PHP 2,677,000.00

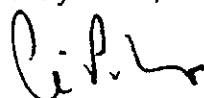
WHEREAS, the BAC declared **Laricel's Jewelry**, as having the Single Calculated and Responsive Bid, and scheduled it for Post-Qualification on 15 May 2023, pursuant to Section 34.2 of the IRR of RA 9184, to determine whether it complies with and is responsive to all the requirements and conditions specified in the Bidding Documents;

WHEREAS, during the **Post-Qualification Conference** and after careful consideration, the BAC determined that the bid of **Laricel's Jewelry**, was compliant with and is responsive to all the requirements and conditions specified in the Bidding Documents;

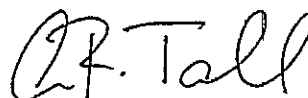
WHEREAS, the end-user representative determined that the technical requirements submitted by **Laricel's Jewelry**, were compliant with the Terms of Reference of the Bidding Documents;

NOW, THEREFORE, we, the Members of the Bids and Awards Committee, unanimously RESOLVE to RECOMMEND the award of the contract for the Procurement of Loyalty Pins to **Laricel's Jewelry**, for having submitted the Single Calculated and Responsive Bid in the amount of **Two Million Six Hundred Seventy Seven Thousand Pesos (PHP 2,677,000.00) only**, pursuant to Section 37 of the revised IRR of RA 9184.

ADOPTED this 19th day of May 2023, Pasay City.



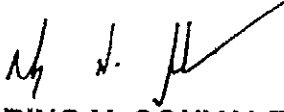
CHARLIE P. MANANGAN
Chairperson



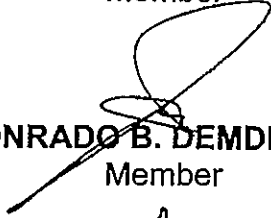
ARMAN R. TALBO
Vice-Chairperson



KERWIN ORVILLE C. TATE
Member



ARIZ SEVERINO V. CONVALECER
Member



CONRADO B. DEMDEM JR.
Member



MARCO FREDERICK B. HARDER
Provisional Member



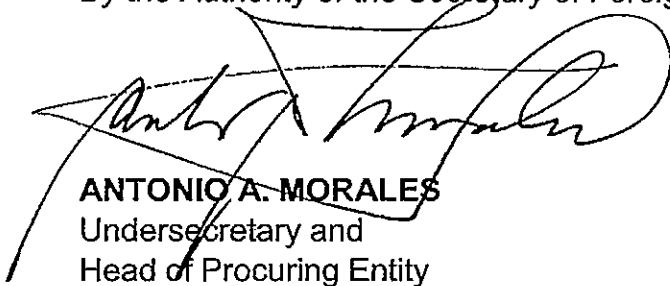
CATHERINE F. ALPAY
Alternate Member



ANGELLA GILBERTO L. ALFAFARA
End-user Representative

Approved:

By the Authority of the Secretary of Foreign Affairs:



ANTONIO A. MORALES
Undersecretary and
Head of Procuring Entity



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

19 May 2023

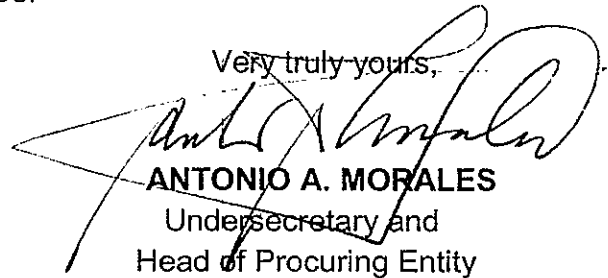
NOTICE OF AWARD

Maam:

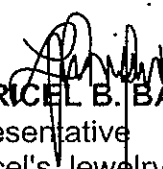
Please be informed that, upon the recommendation of the Department of Foreign Affairs Bids and Awards Committee (DFA BAC) as contained in its Resolution No CPM-PB-19-2023 dated 19 May 2023, the Department is awarding the Contract on **Loyalty Pins** in the total amount of **Two Million Six Hundred Seventy Seven Thousand Pesos (PHP 2,677,000.00) only**, including taxes and other lawful charges.

You are hereby required to provide, within ten (10) calendar days from receipt of this Notice of Award, a **Performance Security** in the acceptable form and amount stated in the Bidding Documents of said procurement, as well as sign the Contract within the same period, pursuant to Section 37 of the revised IRR of RA 9184. Failure to provide the Performance Security or to sign the contract within the prescribed period shall constitute sufficient grounds for the cancellation of the award and forfeiture of the bid security, or bid securing declaration, as the case may be.

Very truly yours,



ANTONIO A. MORALES
Undersecretary and
Head of Procuring Entity



Ms. LARICEL B. BAUTISTA
Representative 01 June 2023
Laricel's Jewelry
279 Contreras St., Calvario
Meycauayan City, Bulacan



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

OFFICE OF FINANCIAL MANAGEMENT SERVICES

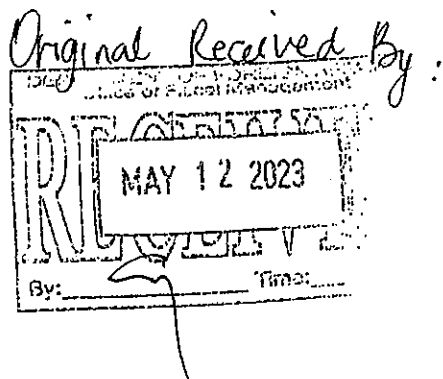
CERTIFICATE OF AVAILABILITY OF FUNDS

This is to certify that the amount of **FIVE MILLION THREE HUNDRED TWENTY THOUSAND PESOS ONLY (PhP5,320,000.00)** is available to cover expenses to be incurred for the conduct of the DFA Day Celebration and Conferment of Department Level Awards and the Gawad Mabini Awards, **chargeable against HRMO's FY 2023 MOOE** under **Representation Expenses**, pursuant to FY 2023 General Appropriations Act (R.A. No. 11936) and subject to existing budgeting, accounting, auditing, and government procurement laws, rules and regulations.

DFA Day Catering Services	Php	999,500.00
DFA Day Food Packs for OCA (Aseana) Personnel		180,000.00
Meals for PRAISE Meetings		300,000.00
Commemorative Memorabilia		550,000.00
Frames		150,000.00
Miscellaneous and Emergency Expenses		100,000.00
Services of Photographer and Videographer		340,500.00
Loyalty Pins		2,700,000.00
Total	Php	5,320,000.00

Funds provided for the purpose will be valid up to 31 December 2023.

This Certification is issued for whatever lawful purpose it may serve.



JOVYV. FERRER
Department Chief Accountant

03 - 23 - 0001
BUDGET DIVISION-CAF
28 February 2023

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF Meycauayan City) S.S.

X-----X

BID SECURING DECLARATION

Procurement of Loyalty Pins


PB-GS-13-2023

To: DFA-BAC Secretariat
Department of Foreign Affairs
12th Floor, DFA Main Building,
2330 Roxas Boulevard, Pasay City

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I accept that: (a) I will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right; and
 - (c) I am declared the bidder with the Lowest Calculated Responsive Bid, and I have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of April
2023 at Meycauayan, Philippines.


Laricel B. Bautista
Affiant



SUBSCRIBED AND SWORN to before me this 27th day of April 2023 at Meycauayan City, Philippines. Affiant is personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me her Unified Multi-Purpose ID, with his/her photograph and signature appearing thereon, with no. CRN-0111-0539415-7 and her Driver's License, with her photograph and signature appearing thereon, with no. C07-07-003423 and her Community Tax Certificate No. 08679559 issued on January 03, 2023 at Meycauayan, Bulacan.

Witness my hand and seal this 27th day of April 2023.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

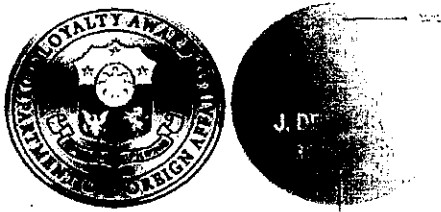
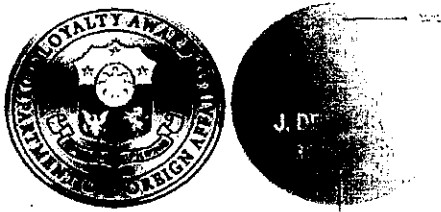
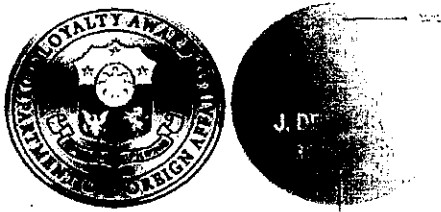
Doc. No. 8
Page No. 3
Book No. 1
Series of 2023

Kristine Grace Menezes Ipafo
KRISTINE GRACE MENESES IPAFO
Commission No. PNC-103-MB-2022
Notary Public for the Province of Bulacan
Until December 31, 2024
No. 7 Dahlia St. Dofia Mercedes Village
Bgy. Malhacan, Meycauayan City, Bulacan
Roll No. 66134
PTR No. 9389988; 01/20/2023; Meycauayan City
IBP LMN. 014974; 07/18/2018; Quezon City
MCLE Exemption No. VII CL003267; 01/07/2022;
valid until 01/11/2025

[Handwritten Signature]

Technical Specifications

Procurement of Loyalty Pins

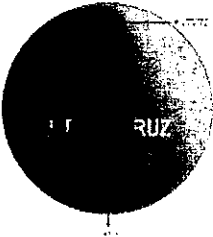
I.	BACKGROUND	<p>The Department of Foreign Affairs (DFA), on the occasion of its Foundation day, confers awards on deserving employees for their loyalty to the service; and therefore intends to procure its corresponding pins.</p>					
II.	OBJECTIVE	<p>The Loyalty Pins shall be conferred during the 125th DFA Day celebration scheduled on Friday, 21 July 2023. The Approved Budget for the Contract (ABC) is Two Million Seven Hundred Thousand Pesos (2,700,000.00) only.</p>					
III.	SCOPE OF WORK	<p>The Contractor shall supply three hundred fifty-eight (358) loyalty pins with brooch connectors lock-pin and case.</p>	Statement of Compliance				
IV.	TECHNICAL SPECIFICATIONS	<p style="text-align: center;">A. <u>THREE HUNDRED FIFTY-EIGHT (358) LOYALTY PINS</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; text-align: center;">Item/Description</th> <th style="width: 30%; text-align: center;">Quantity (pieces)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: middle;">  <p style="text-align: center;">Yellow Gold</p> <p>Item: Pin for 30-40 years of service Material: 14 K Solid – Yellow Gold Content: 58.3% gold; 30% silver; 11.7% copper Weight: 6-6.5 grams Diameter: 23 mm Engraving: 0.04 mm depth (deep engraving) Color: Black</p> <p>Letter: DFA and Loyalty Award –1.8 mm Height x 1.7 mm width Font – Arno Pro Republika ng Pilipinas - 0.9 mm x 0.65 mm Font - Arial</p> <p>Pin: brooch connectors lock-pin /gold plated Jewelry Box / Case: 3" x 3" Transparent acrylic square jewelry case with foam <i>(complete with Certificate of Authenticity and Warranty)</i></p> </td> <td style="text-align: center; vertical-align: middle;">108</td> </tr> </tbody> </table>		Item/Description	Quantity (pieces)	 <p style="text-align: center;">Yellow Gold</p> <p>Item: Pin for 30-40 years of service Material: 14 K Solid – Yellow Gold Content: 58.3% gold; 30% silver; 11.7% copper Weight: 6-6.5 grams Diameter: 23 mm Engraving: 0.04 mm depth (deep engraving) Color: Black</p> <p>Letter: DFA and Loyalty Award –1.8 mm Height x 1.7 mm width Font – Arno Pro Republika ng Pilipinas - 0.9 mm x 0.65 mm Font - Arial</p> <p>Pin: brooch connectors lock-pin /gold plated Jewelry Box / Case: 3" x 3" Transparent acrylic square jewelry case with foam <i>(complete with Certificate of Authenticity and Warranty)</i></p>	108
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Sterling Silver

Item: **Pin for 20-25 years of service**
Material: Sterling Silver
Content: 92.5% Silver; 7.5% Copper
Weight: 6-6.5 grams
Diameter: 23 mm
Engraving: 0.04 mm depth (deep engraving)
Color: Black
Letter: DFA and Loyalty Award –1.8 mm Height
x 1.7 mm width
Font – Arno Pro
Republika ng Pilipinas - 0.9 mm x 0.65 mm
Font - Arial
Pin: brooch connectors lock-pin / silver plated
Jewelry Box / Case: 3" x 3" Transparent acrylic square
jewelry case with foam
(complete with Certificate of Authenticity and Warranty)

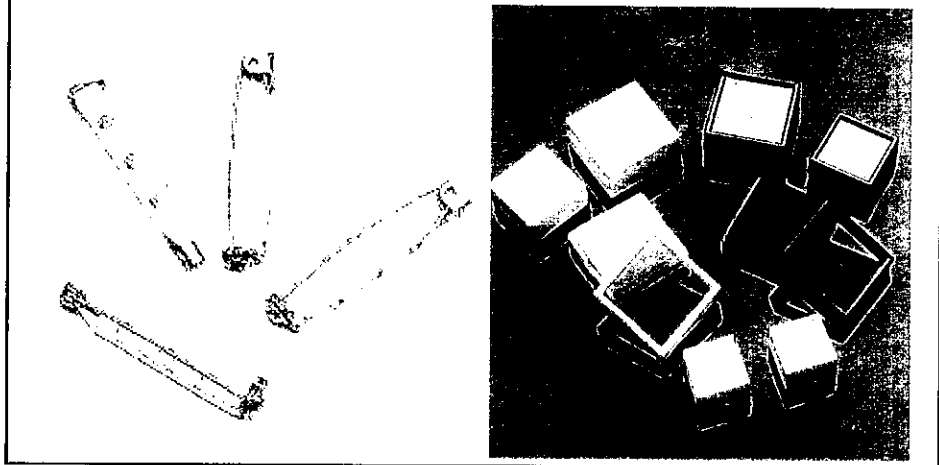
159



Bronze

Item: **Pin for 10-15 years of service**
Material: Bronze
Content: 90% Copper and 10% Zinc
Weight: 6-6.5 grams
Diameter: 23 mm
Engraving: 0.04 mm depth (deep engraving)
Color: Black
Letter: DFA and Loyalty Award –1.8 mm Height
x 1.7 mm width
Font – Arno Pro
Republika ng Pilipinas -0.9 mm x .65 mm
Font - Arial
Pin: brooch connectors lock-pin / bronze plated
Jewelry Box / Case: 3" x 3" Transparent acrylic square
jewelry case with foam
(complete with Certificate of Authenticity and Warranty)

91

	<p>Sample Lock and Case</p> 	
<p>V.</p>	<p>CONTRACTOR'S OBLIGATIONS</p> <ul style="list-style-type: none"> • The Contractor shall ensure that the design of the loyalty pins, particularly the logo/seal, shall conform with the actual design provided by the DFA. <i>(See photos provided)</i> • The Contractor shall present a sample of the Loyalty pins during the post qualification process which shall be approved by the End-User. • The Contractor shall supply and deliver the approved samples of the Loyalty pins not later than three (3) days after the issuance of the Notice to Proceed. • The Contractor shall submit all the documentary requirements to facilitate the payment for the procured goods. 	
<p>VI.</p>	<p>CONTRACTOR'S QUALIFICATIONS</p> <p>The Contractor warrants that it meets the following minimum qualifications:</p> <ol style="list-style-type: none"> (1) Must have at least three (3) years of continuous business operations (in producing pins and medals); and (2) That it has the capacity to produce and deliver 300 pins/medals/gold ring/markers to DFA by presenting proof of similar contracts with other agencies. 	
<p>VII.</p>	<p>INTELLECTUAL PROPERTY RIGHTS</p> <p>The designs of the medals, pins, and metal sheets stated in the Technical Specifications of this Terms of Reference (TOR) are the sole property of the Department of Foreign Affairs (DFA) and may not be reproduced or displayed by the Contractor unless with the expressed written permission of the Department.</p>	
<p>VIII.</p>	<p>WARRANTY</p> <p>The Contractor shall issue a Certificate of Authenticity for each pin/medal stating, among others, the specifications/standards used for the materials, the origin of the material, and lifetime warranty, particularly for the gold and silver loyalty pins.</p>	

IX.	DELIVERY The complete delivery of the Loyalty pins shall be within thirty (30) calendar days from the receipt by the Contractor of the Notice to Proceed.	
X.	PAYMENT 1. Payment shall be made within sixty (60) working days upon the Contractor's submission of the sales invoice and complete supporting documents , and audited by Office of Financial Management Services – Financial Resource Management Division (OFMS-FRMD), through a List of Due and Demandable Accounts Payable (LDDAP). 2. All payments shall be inclusive of all applicable taxes and other lawful charges.	

Note:

Bidders must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule of Requirements. The **STATEMENT OF COMPLIANCE** must be signed by the authorized representative of the **Bidder**, with proof of authority to sign and submit the bid for and on behalf of the Bidder concerned. If the **Bidder** is a joint venture, the representative must have authority to sign for and on behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidder's Bid and cross-referenced to that evidence. Evidence shall be in the form of a manufacturer's unamended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the **Bidder** or supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1 (a)(ii) and/or **GCC** Clause 2.1 (a)(ii)

Conformé:

[Signature/s]

[Name of Bidder's Authorized Representative/s]

[Position]

[Date]

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

- 6.1. 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.
- 6.2. 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. 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 <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

	<p>Packaging –</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>Transportation –</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>Intellectual Property Rights –</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> <ol style="list-style-type: none"> 1. Payment shall be made within sixty (60) working days upon the Contractor's submission of the sales invoice and complete supporting documents, and audited by Office of Financial Management Services – Financial Resource Management Division (OFMS-FRMD), through a List of Due and Demandable Accounts Payable (LDDAP). 2. All payments shall be inclusive of all applicable taxes and other lawful charges.
4	<p>The inspections and tests that will be conducted are: <i>inspection of goods upon deliver as specified in the Terms of Reference.</i></p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	YELLOW GOLD ITEM: PIN FOR 30-40 YEARS OF SERVICE MATERIAL: 14K SOLID - YELLOW GOLD CONTENT: 58.3% GOLD; 30% SILVER; 11.7% COPPER WEIGHT: 6-6.5 GRAMS DIAMETER: 23MM ENGRAVING: 0.04MM DEPTH (DEEP ENGRAVING); COLOR: BLACK LETTER: DFA AND LOYALTY AWARD - 1.8MM HEIGHT X 1.7MM WIDTH FONT - ARNO PRO REPUBLIKA NG PILIPINAS - 0.9MM X 0.65MM FONT - ARIAL PIN: BROOCH CONNECTORS LOCK-PIN/GOLD PLATED JEWELRY BOX/CASE: 3" X 3" TRANSPARENT ACRYLIC SQUARE JEWELRY CASE WITH FOAM (COMPLETE WITH CERTIFICATE OF AUTHENTICITY AND WARRANTY)	108 PIECES	108 PIECES	WITHIN THIRTY (30) CALENDAR DAYS FROM THE RECEIPT BY THE CONTRACTOR OF THE NOTICE TO PROCEED
	STERLING SILVER ITEM: PIN FOR 20-25 YEARS OF SERVICE MATERIAL: STERLING SILVER CONTENT: 92.5% SILVER; 7.5% COPPER WEIGHT: 6-6.5 GRAMS DIAMETER: 23MM ENGRAVING: 0.04MM DEPTH (DEEP ENGRAVING) COLOR: BLACK LETTER: DFA AND LOYALTY AWARD - 1.8MM HEIGHT X 1.7MM WIDTH FONT - ARNO PRO REPUBLIKA NG PILIPINAS - 0.9MM X 0.65MM FONT - ARIAL PIN: BROOCH CONNECTORS LOCK-PIN/SILVER PLATED JEWELRY BOX/CASE: 3" X 3" TRANSPARENT ACRYLIC SQUARE JEWELRY CASE WITH FOAM (COMPLETE WITH CERTIFICATE OF AUTHENTICITY AND WARRANTY)	159 PIECES	159 PIECES	WITHIN THIRTY (30) CALENDAR DAYS FROM THE RECEIPT BY THE CONTRACTOR OF THE NOTICE TO PROCEED
	BRONZE: ITEM: PIN FOR 10-15 YEARS OF SERVICE MATERIAL: BRONZE CONTENT: 90% COPPER AND 10% ZINC WEIGHT: 6-6.5 GRAMS DIAMETER: 23MM ENGRAVING: 0.04MM DEPTH (DEEP ENGRAVING); COLOR: BLACK LETTER: DFA AND LOYALTY AWARD - 1.8MM HEIGHT X 1.7MM WIDTH FONT - ARNO PRO REPUBLIKA NG PILIPINAS - 0.9MM X 0.65MM FONT - ARIAL PIN: BROOCH CONNECTORS LOCK-PIN/BRONZE PLATED JEWELRY BOX/CASE: 3" X 3" TRANSPARENT ACRYLIC SQUARE JEWELRY CASE WITH FOAM (COMPLETE WITH CERTIFICATE OF AUTHENTICITY AND WARRANTY)	91 PIECES	91 PIECES	WITHIN THIRTY (30) CALENDAR DAYS FROM THE RECEIPT BY THE CONTRACTOR OF THE NOTICE TO PROCEED




 LARCEL B. BAUTISTA
 MANAGER/AUTHORIZED REPRESENTATIVE



STERLING INSURANCE COMPANY, INC.

6/F Zeta II Annex Building 121 Sakado St. Legaspi Village
Makati City, Philippines 1229 P.O. Box 2878, Makati City
Trunk Lines: 759-5082, 759-2970, 759-2921 & 692-0792
Fax No: 8923794, 121 000-009 473

Premium	8,411.00
Doc. Stamp	857.25
EVAT	134.00
IGT	13.14
Notarial Fee	806.00
IG Certificate	600.00
Misc. Fee	2,000.00
TOTAL	6,823.55

Q13 161805

PERFORMANCE BOND

"THIS BOND IS VALID ONLY FOR CONSTRUCTION CONTRACTS OF PUBLIC WORKS OR FOR ANY OTHER GOVERNMENT CONTRACTS AND SERVICES ENTERED INTO WITH THE GOVERNMENT OF THE PHILIPPINES OR GOVERNMENT OWNED OR CONTROLLED CORPORATION"

KNOW ALL MEN BY THESE PRESENTS:

That We, LARICEL'S JEWELRY, with business address at 270 Conteras Street, Calvano, Meycauayan City, Bulacan, herein

~~is~~ represented by its General Manager, LARICEL B. BAUTISTA

as PRINCIPAL under STERLING INSURANCE COMPANY, INC. CORPORATION duly organized and existing under and by virtue of the laws of the Philippines, as SURETY, are bound and obligated unto

DEPARTMENT OF FOREIGN AFFAIRS, 2330 Roxas Boulevard, Pasay City.

in the sum of PESOS EIGHT HUNDRED THREE THOUSAND ONE HUNDRED ONLY

(P 803,400.00) Philippine Currency,

for the payment of which, well and truly to be made, we bind ourselves, our heirs, successors and assigns jointly and severally, by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

for the full and faithful performance by the Principal to Comply with its Obligation for the project: **"PROCUREMENT OF LOYALTY PINS"** under Resolution No. CPM-PB-19-2023.

This bond is CALLABLE ON DEMAND.

WHEREAS, the DEPARTMENT OF FOREIGN AFFAIRS requires the above-named Principal to give a good and sufficient bond in the above-stated sum to secure the full and faithful performance on his part of said **UNDERTAKING.**

NOW, THEREFORE, if the above-named Principal shall in all respects duly and fully comply with and fulfill the terms and conditions, covenants, and agreements in said contract to the true and entire satisfaction thereof, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

The liability of STERLING INSURANCE COMPANY, INC. CORPORATION as Surety shall be limited to the amount of the bond and shall be subject to the conditions, terms, and provisions of the policy of insurance and shall not be liable for any existing obligations (if any).

IN WITNESS WHEREOF, we have set our hand and seal on this 10th day of February, 2023.



Republic of the Philippines
 Department of Finance
INSURANCE COMMISSION
 1071 United Nations Avenue
 Manila



CERTIFICATION

This is to certify that **STERLING INSURANCE COMPANY, INC.** is licensed to transact non-life insurance business in the Philippines for **FIRE, MARINE, CASUALTY, SURETY** lines under **Certificate of Authority No. 2022/36-R** effective 1 January 2022 until 31 December 2024, unless sooner revoked or suspended for cause.

It is certified, moreover, that **STERLING INSURANCE COMPANY, INC.** is authorized under its license to issue surety bonds, required by the Implementing Rules and Regulations of R.A. No. 9184 and that the insurance company had issued **PERFORMANCE BOND** with **BOND NO. G(13)-161805** which is **callable upon demand** together with the principal **LARICEL'S JEWELRY** in favor of the obligee **DEPARTMENT OF FOREIGN AFFAIRS** in the amount of **EIGHT HUNDRED THREE THOUSAND ONE HUNDRED PESOS ONLY (Php 803,100.00)** for the project: **PROCUREMENT OF LOYALTY PINS UNDER RESOLUTION NUMBER: CPM-PB-19-2023**. Certified photocopy [or duplicate copy] of said bond was submitted by the company to the Insurance Commission.

This Certification is issued upon the request of **Juvy F. Atienza, AVP - Bonds** of **STERLING INSURANCE COMPANY, INC.**, pursuant to the Revised Implementing Rules and Regulations of R.A. No. 9184.

Issued this 8th day of June, 2023.

City of Manila, Philippines.

For the Insurance Commissioner:



0013035 23002507

To view the QR code to validate or
 to print the bond, visit insurance.gov.ph/bond/validate

IC-LRE-DP-001-F-15 Rev.2

IC-001-01-2022-08-26-01-19800

JONALYN A. OQUIAS

IC Senior Insurance Specialist
 In-Charge of Office of Suretyship Unit
 Office of the Insurance Commissioner

Paid under O.R. No. 0831068A

STATEMENT OF ACCOUNT

STATEMENT OF ACCOUNT

No. 1000000000

ACCOUNT NO. 1000000000
 ACCOUNT TYPE: CURRENT ACCOUNT
 ACCOUNT STATUS: OPEN

DATE	DESCRIPTION	AMOUNT	BALANCE
01/01/2023	OPENING BALANCE	2,308,100.00	2,308,100.00
01/01/2024	STATEMENT OF ACCOUNT		2,308,100.00
	DEBIT		
	SALES TAX	52.25	
	INTEREST	500.00	
	FEE	500.00	
	TOTAL DEBIT	1,052.25	
	CREDIT		
	TOTAL CREDIT	500.00	
	CLOSING BALANCE		1,755,847.75

THIS STATEMENT IS PREPARED BY THE BANK OF AMERICA MERRILL LYNCH PIERCE FENNER SMITH COMPANY. IT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ACCOUNT AGREEMENT. THE BANK ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

BY: *[Signature]*
 TITLE: *[Title]*

Republic of the Philippines
Department of Budget and Management
PROCUREMENT SERVICE
CERTIFICATE OF PHILGEPS REGISTRATION
(Platinum Membership)

THIS IS TO CERTIFY THAT

LARICEL'S JEWELRY

Contreras Street, Calvario ,
Meycauayan City , Bulacan , Region III , Philippines

is registered in the Philippine Government Electronic Procurement System (PhilGEPS) on 05-Jul-2007 pursuant to Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

This further certifies that LARICEL'S JEWELRY has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A, which document is attached hereto and made an integral part hereof.

For the purpose of updating this Certificate, all Class "A" eligibility documents covered by Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 supporting the veracity, authenticity and validity of this Certificate shall remain current and updated. The failure by the prospective Bidder to update this Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of its validity until such time that all of the expired Class "A" eligibility documents has been updated.

By submitting this Certificate, the Bidder certifies:

- 1. the authenticity, genuineness, validity, and completeness of the copy of the original eligibility documents submitted;*
- 2. the veracity of the statements and information contained therein;*
- 3. that the Certificate is not a guaranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding, nor is it an evidence that the Bidder has passed the post-qualification stage; and*
- 4. that any finding of concealment, falsification, or misrepresentation of any of the eligibility documents submitted, or the contents thereof shall be a ground for disqualification from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws.*

This Certificate is valid until 16-Jun-2024.

Issued this 24th day of April 2023.
This is a system generated certificate. No signature is required.

Laricel's Jewelry
[Signature]
Certified True Copy
Laricel B. Battista
Manager



REMINDERS ¹

- *The PhilGEPS office shall not determine the eligibility of merchants. The PhilGEPS office's evaluation of the eligibility requirements shall be for the sole purpose of determining the approval or disapproval of the merchant's application for registration.*
- *A merchant's registration and membership in the GOP-OMR is neither contract-specific nor understood to be tantamount to a finding of eligibility. Neither shall the merchant's successful registration in the GOP-OMR be relied upon to claim eligibility for the purpose of participation in any public bidding.*
- *The determination of the eligibility of merchants, whether registered with the GOP-OMR or not, shall remain with the Bids and Awards Committee (BAC). The BAC's determination of validity of the eligibility requirements shall be conclusive to enable the merchant to participate in the public bidding process.*

Laricer's Jewelry
Certified True Copy
Laricer B. Bautista
Manager

Certificate Reference No: 20070714903125057236


List of Eligibility Documents

of

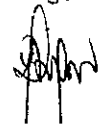
LARICEL'S JEWELRY

Contreras Street, Calvario ,
Mezcuaayan City , Bulacan , Region III , Philippines

DTI Certificate	DTI Certificate Number : 3115922 Issued By / Signatory : Ramon M Lopez Registration Date : 13-Aug-2021 Expiration Date : 06-Oct-2026
Mayors Permit	Expiration Date : 31-Dec-2023 Permit Number : 0006 Place of Issue : CITY OF MEYCAUAYAN Issued By / Signatory : Atty. Henry R. Villarica Issuance Date : 06-Jan-2023
Tax Clearance	Expiration Date : 22-Dec-2023 TCC Number : RR5-25B-12-22-R1483-2022-M Issued By / Signatory : Roberto R. Taron Issuance date : 22-Dec-2022
Audited Financial Statement	Date of Filing : 11-Apr-2023 Current Asset : 5,547,912.00 Total Asset : 5,734,512.00 Current Liabilities : 359,686.00 Total Liabilities : 359,686.00 Name of Auditor : Susana C Rosana BIR RDO Code : 25B
PCAB License	Expiration Date : - Issued By / Signatory : Issuance Date : - License Number : License First Issue Date : - Principal Classification : Category :

Laricel's Jewelry

 Certified True Copy
 Laricel B. Bautista
 Manager

Certificate Reference No: 20070714903125057236





Republic of the Philippines
 Province of Bulacan
CITY GOVERNMENT OF MEYCAUAYAN
 Tel. No. (044) 919 8020 local 102
 http://meycauayan.gov.ph



QR CODE

BUSINESS PERMIT 2023

Business ID No.	003855	Date Issued	01/06/2023
Business TIN		Valid Until	12/31/2023
Business Permit No.	0006	Type of Application	Renewal

OWNER'S NAME MA. CECILIA BALTAZAR BONIFACIO

BUSINESS NAME LARICEL'S JEWELRY

BUSINESS ADDRESS 279 Contreras St., Calvario, City of Meycauayan, Bulacan

LINE OF BUSINESS/ES	OFFICIAL RECEIPT	DATE	AMOUNT
Manufacturer of Jewelry	96914	01/03/2023	78,268.37
Retail of Time Pieces	96915	01/03/2023	19,648.61

NOTE/S

- 1 Exhibit this Permit in your Establishment
- 2 This Permit is only a privilege and not a right, subject to revocation and closure of Business Establishment for any violation of existing Laws and Ordinances set forth by the City
- 3 This is non-transferable and is not valid without the corresponding official receipt and quarterly sticker for the prescribed Mayor's Permit Fee
- 4 This Permit must be renewed on or before January 20 of the following year unless sooner revoked for cause Failure to renew within the time required shall subject the Taxpayer to a surcharge of 25% of the amount taxes, fees and charges due, plus an interest of 2% per month of the unpaid taxes, fees or charges including surcharges
- 5 Erasures, alteration, superimposition, and such other unauthorized modification invalidates this Permit
- 6 In case of loss of this Permit, transfer of place of business, change in nature of business/undertaking, or such other authorized amendment, immediately inform this office for appropriate action
- 7 Business Establishment is subject to final inspection of regulatory compliance
- 8 Surrender this Permit upon retirement of your establishment



Recommending Approval

SHEILA TAMAYO-GINSON
 Acting City Business Permit
 and Licensing Officer

Approved by

ATTY. HENRY R. VILLARICA
 City Mayor





Republic of the Philippines
Province of Bulacan
City Government of Meycauayan
Tel. No. 044 919 8020 local 102
bplo meycauayan@yahoo.com

CITY BUSINESS PERMIT AND LICENSING OFFICE

CERTIFICATION

To whom it may concern:

This is to certify that **LARICEL'S JEWELRY**, located at 279 Contreras St., Calvario, City of Meycauayan, Bulacan, owned/represented by **Ma. Cecilia Baltazar Bonifacio**, has applied for Mayor's Permit for CY2023 with Permit no. 0006 s.2023 with payment details as follows;

OR No.	Payment Date	Amount Paid	Payment Term	Line of Business
0096914	01/03/2023	Php78,268.37	Full Payment	Manufacturer/Retailer
0096915	01/03/2023	Php19,648.61	Full Payment	Retailer of Time Piece

However, said permit is still under process.

This certification is issued upon the request of **Ma. Cecilia Baltazar Bonifacio** to be used for bidding purposes only.

Given this 3rd day of January 2023 at City Business Permit & Licensing Office, City of Meycauayan, Bulacan.


SHEILA MARIE TAMAYO - SINSON
Acting City Business Permit and Licensing Officer

spb



PURCHASE REQUEST

Department of Foreign Affairs

Agency

Department HRMO **03 PRN 09623** Date: 03 APR 2023

Division PRMD SAI No.: _____ Date: _____

Stock No.	Unit	ITEM / DESCRIPTION <small>(Technical Specifications attached)</small>	Quantity	Unit Cost	Total Cost
	pcs	Loyalty pins			
		Gold	108		Php 2,700,000.00
		Silver	159		
		Bronze	91		
		XXXXXXXXXX NOTHING FOLLOWS XXXXXXXXXXXXX	XXXXXX	XXXXXXXXXX	

Purpose: For the Conferment of Loyalty Award during the 125th DFA Foundation Anniversary

Signature: _____ Requested by: MICHAEL D. SALAZAR
Property Officer, HRMO

Approved by: CHRISTOPHER B. MONTERO
Assistant Secretary, HRMO

[Handwritten mark]

