

**CONTRACT AGREEMENT  
TO PROVIDE PHILHEALTH REGIONAL OFFICE III  
WITH OFFICE EQUIPMENT: 1 LOT AIR CONDITIONING UNITS**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_, 2012 between **PHILIPPINE HEALTH INSURANCE CORPORATION REGIONAL OFFICE III (PhRO-III)** with business address at *PhilHealth Bldg., Lazatin Blvd., San Agustin, City of San Fernando, Pampanga* (hereinafter called "**the Entity**") of the one part and **MAINTENANCE OF AIRCONDITIONING & REFRIGERATION (MARCO) CO. INC.** with business address at *No. 12 Matatag Street, Brgy. Pinyahan, Diliman, Quezon City* (hereinafter called "**the Supplier**") of the other part:

WHEREAS, the Entity invited Bids for certain goods, viz: **Procurement and Installation of 1 Lot Air Conditioning Units for PhRO III (11 Air Con – evaporative 350 watts; 1 Air Con Split Type 1.0 HP; 4 Air Con Split Type 1.5 HP; 1 Air Con Split Type 2.0 HP; 3 Air Con Split Type 2.5 HP; 10 Air Con Split Type 3 TR; 2 Air Con Split Type 5.0 TR; 9 Air Window Type 2.0 HP; 3 Air Window Type 2.5 HP)** and has accepted a Bid by the Supplier for the provision of those goods in the sum of **PESOS: ONE MILLION NINE HUNDRED FIFTY SEVEN THOUSAND TWO HUNDRED SEVEN PESOS ONLY (P 1,957,207.00)** hereinafter called "**the Contract Price**".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

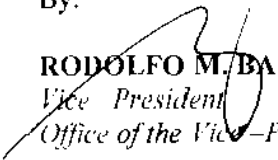
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Bid Form and the Schedule of Bid Prices submitted by the Winning Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of the Contract;
  - (e) the Special Conditions of the Contract; and
  - (f) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the said goods and to remedy any defect(s) therein, in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the aforementioned goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at this time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


**PHILIPPINE HEALTH INSURANCE  
CORP. REGIONAL OFFICE NO. III**

**MAINTENANCE OF AIRCONDITIONING  
& REFRIGERATION (MARCO) CO. INC.**

By:

  
**RODOLFO M. BALOG** *Ph.*  
Vice President  
Office of the Vice-President

By:

  
**OLIVERT Y. DUYA**  
President & General Manager  
(Authorized Representative)

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_ 

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES    )  
PROVINCE OF PAMPANGA         )  
CITY OF SAN FERNANDO         )    S.S.

QUEZON CITY

At the above stated place, on this \_\_\_\_\_ day of 23 MAR 2012, 2012, before me personally appeared:

<i>Name</i>	<i>Community Tax Certificate No.</i>	<i>Date of Issue</i>	<i>Place of Issue</i>
Rodolfo M. Balog	14348249	January 20, 2012	Manila
Olivert Y. Duya	32780350	January 4, 2012	Meycauayan City, Bulacan

known to me to be the same persons who executed the foregoing instrument and acknowledge the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality of the Government herein represented.

Said instrument refers to the Contract to Supply Office Equipment: Procurement and Installation of 1 Lot Air Conditioning Units for PhRO -III, consisting of two (2) pages including this page wherein the Acknowledgment is written, signed by the parties and their witnesses on the signature page hereof, and on the other page and sealed with the notary seal.

Notary Public

Doc. No. 447  
Page No. 32  
Book No. 27  
Series of 2012

ATTY. WINSTON B. HIPE  
NOTARY PUBLIC  
COMMISSIONSHIP / UNTIL DEC. 31, 2012  
IBP NO. 823337 1-2-2012, QUEZON CITY  
PTR. NO. 6031025 1-2-2012, QUEZON CITY  
ROLL OF ATTORNEYS NO. 43729  
MCLE NO. 111-0001188

## BID FORM

January 26, 2012

To: **PHILHEALTH REGIONAL OFFICE 111**  
**San Agustin, San Fernando Pampanga City**

Gentlemen and / or Ladies:

Having examined the Bidding Documents including Bid-Bulletin Number 1 the receipt of which is hereby duly acknowledge, we, the undersigned, offer to the Procurement of Office Equipments ( Air-conditioning Units) with installation for the PhRO 111 in conformity with the said Bidding Documents for the sum of One Million Nine Hundred Fifty Seven Thousand Two Hundred Seven pesos/ (Php 1,957,207.00 ) or such other sums as, may be ascertained in accordance with the Schedule of Price attached herewith and made part of this Bid. 0/100

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form amounts and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of the period.

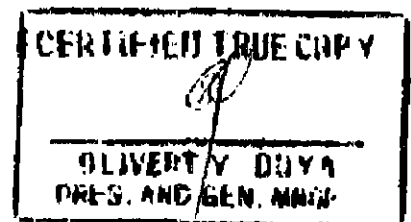
Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we awarded the contract, are listed below.

Name and Address Of agent	Amount and Currency	Purpose of Commission or Gratuity
<u>None</u>	<u>None</u>	<u>None</u>

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 or any Bid you may receive.

We certify / confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

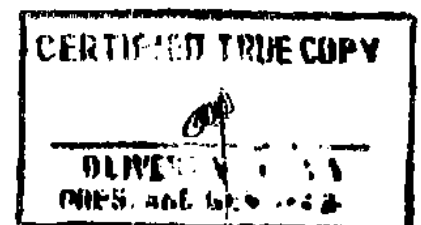


## SCHEDULE OF BID PRICE

ITEM DESCRIPTION	QTY	UNIT PRICE	BID AMOUNT
<b>IWATA Brand</b> Evaporative Cooler	11 units	Php 24,276.00	Php 267,036.00
<b>LG Brand</b> 1.0HP Wall Mounted Split Type,	1 Set	16,464.00	<del>16,464.00</del>
<b>LG Brand</b> 1.5HP Wall Mounted Split Type,	4 Sets	18,774.00 ✓	75,096.00
<b>LG Brand</b> 2.0HP Wall Mounted Split Type,	1 Set	<del>28,932.00</del>	28,932.00
<b>LG Brand</b> 2.5HP Wall Mounted Split Type	3 Sets	34,050.00	102,150.00
<b>LG Brand</b> 3.0TR Ceiling Mounted Split Type	2 Sets	55,104.00	110,208.00
<b>LG Brand</b> 3.0TR Floor Mounted Split Type,	8 Sets	51,744.00	413,952.00
<b>LG Brand</b> 5.0TR Floor Mounted Split Type,	2 Sets	70,862.00	141,724.00
<b>KOPPEL Brand</b> 2.0HP Window Type with Timer & Remote Controller	8 Units	<del>20,544.00</del> ✓	164,352.00
<b>KOPPEL Brand</b> 2.5HP Window Type with Timer & Remote Controller	3 Units	27,432.00	82,296.00
<b>KOPPEL Brand</b> 2.0HP Window Type without Timer	1 Unit	19,683.00	19,683.00
<b>TOTAL UNIT COST</b>	.....	<b>PHP</b>	<b>1,421,893.00</b>
<b>1 LOT INSTALLATION COST</b>	.....		<b>535,314.00 -</b>
<b>TOTAL BID PRICE</b>	.....	<b>PHP</b>	<b>1,957,207.00</b>

Submitted by:

  
**OLIVER Y. DUYA**  
 President & Gen. Manager



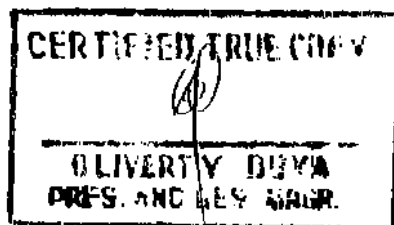
Dated this 26 day of January 2012



**OLIVERTY DUYA**  
(Signature)

**President & General Manager**  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of **MAINTENANCE OF  
AIRCONDITIONING & REFRIGERATION (MARCO) Co., Inc.**



## ***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.

The provisions of this Section 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:

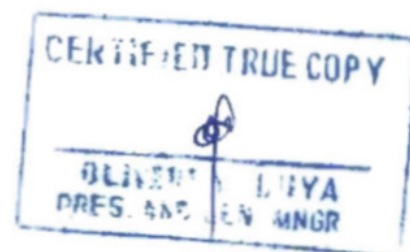
- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

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

"READ, ACCEPTED AND GOOD FOR AGREEMENT"

**Name:**  
**Designation**  
**Company Name**  
**Address**

OLIVERT Y. DUYA  
President & Gen. Manager  
MARCO, INC.  
12 Katatag St., Central Diliman,  
Quezon City





# MARCO, INC.

MAINTENANCE OF AIRCONDITIONING & REFRIGERATION (MARCO) CO., INC

Marco Bldg., 12 Matatag St., Brgy. Piñahan, Diliman, Quezon City

Tel. Nos.: 922-3504; 922-7365; Fax No.: 920-4598

Email: marco\_hvac@yahoo.com

Branch JPFD Bldg., Km. 75 McArthur Highway, Brgy. Dela Paz Sur,

Sindalan, San Fernando, Pampanga

Tel. No. (045) 636-4054

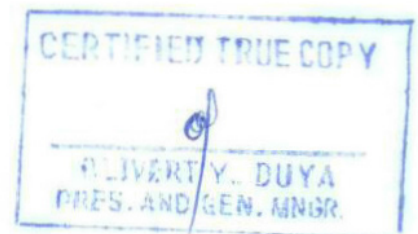
## TECHNICAL SPECIFICATION

<b>Brand</b>	<b>Koppel</b>	<b>Koppel</b>
<b>Window Type</b>	2.0HP (Timer & Remote Controller)	2.5 HP (Timer & Remote Con
<b>Cooling Capacity</b>	18,000/ (Btu/h)	22,500 Kj/h
<b>Power Consumption</b>	1792 Watts	2,080 Watts
<b>EER</b>	10	10.8
<b>Noise Level dB(A)</b>	53	52
<b>Power Supply</b>	220-230V/ 60Hz/ 1 ph	220-230V/ 60Hz/ 1 ph
<b>Compressor</b>	Rotary	Rotary
<b>Refrigerant</b>	R-22	R-410
<b>Unit Dimension (mm)</b>		
<b>Width</b>	600	660
<b>Dept</b>	430	770
<b>Height</b>	687	430

Submitted by:

OLIVERT Y. DUYA

President & General Manager







# MARCO, INC.

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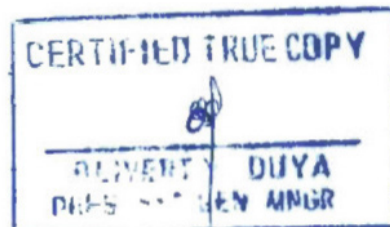
## TECHNICAL SPECIFICATION

Brand	LG
Ceiling Mounted	3.0TR
Cooling Capacity	36,000 / (Btu/ hr)
Power Supply	220v/ 60Hz/ 1 ph
EER ( Cooling / Heating )	10.94 Btu/ hr / W
Noise Level dB(A) Indoor (H/M/L)	52/48/43
Air Circulation Indoor(H/M/L) CMM	29/27/25
Input (Cooling / Heating ) W	3,290
Running Current (Cooling/ Heating ) A	17.0/
Unit Dimension (Indoor)	
Width	1,350
Dept	650
Height	220

Submitted by:

OLIVERT Y. DUYA

President & General Manager




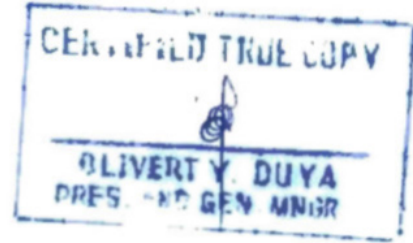


# TECHNICAL SPECIFICATION

Brand	LG	LG	LG
Wall Mounted	1.0HP	1.5 HP	2.0 HP
Cooling Capacity	9,495 / Kj/hr	12,660 / Kj/hr	18,990 / Kj/hr
Power Consumption	910 Watts	1,200 Watts	1,800 Watts
EER	10.4 Kj/ h.W	10.6 Kj/ h.W	10.6 Kj/ h.W
Noise Level db(A)	36 High	40 High	43 High
Power Supply	220-240V/ 60Hz/ 1 ph	220-230V/ 60Hz/ 1 ph	220-240V/ 60Hz/ 1 ph
Compressor	Rotary	Rotary	Rotary
Refrigerant	R-22	R-22	R-22
Unit Dimension			
Width	840	840	1,090
Dept	180	161	200
Height	270	270	300

Submitted by:

  
 OLIVERT Y. DUYA  
 President & General Manager





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Sindalan, San Fernando, Pampanga  
Tel. No. (045) 636-4054

## TECHNICAL SPECIFICATION

Brand	LG	LG
Floor Mounted	3.0TR	5.0TR
Cooling Capacity	36,000 / (Btu/hr)	27/24/22
Power Supply	220v/ 60Hz/ 1 ph	220v/ 60Hz/ 3 ph
EER (Cooling / Heating)	9.9 Btu/ hr / W	9.1 Btu/ hr / W
Noise Level dB(A) Indoor (H/M/L)	54/52/50	57/55/53
Air Circulation Indoor (H/M/L) CMM	27/24/22	35/33/30
Input (Cooling / Heating) W	3,650	6,600
Running Current (Cooling/ Heating) A	17.0/	19.0/
Unit Dimension (Indoor)		
Width	590	590
Dept	440	440
Height	1,850	1,850

Submitted by:

  
OLIVERT Y. DUYA  
President & General Manager





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Sindalan, San Fernando, Pampanga


Tel. No. (045) 636-4054

## TECHNICAL SPECIFICATION

### IWATA EVAPORATIVE COOLER

- \*Cooling Capacity 6000 m<sup>3</sup>/hr
- \*Power Supply; 220v/ 60hz -350 wats
- \*Water Consumption : 3-5 L/Hr
- \*Tank Capacity : 25 L
- \*Dimension : 830 x 490 x 950
- \*Weight 45 kg
- \*Noise < 65
- \*Effective Area 50
- \*Electric Current 1.3 amp

Submitted by:

  
OLIVER Y. DUYA

President & General Manager





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Tel. No. (045) 636-4054

## PRODUCTION / DELIVERY SCHEDULE

Date: January 24, 2012

### THE CHAIRMAN

Bids and Award Committee

**PHILHEALTH REGIONAL OFFICE 111**

Dolores, City of San Fernando, Pampanga

The undersigned, duly authorized representative of the Bidder, for and in behalf of the Bidder, has understood and hereby acknowledge that the Delivery schedule of the project to be Bid: *Procurement of Office Equipments ( Air-conditioning Units) must completed within Thirty (30) days after the issuance of Notice to Proceed.*

The Delivery Schedule of the item on bid is hereby acknowledged in satisfaction of the Bid requirements set by the Bids and Awards Committee – BAC of the **PhilHealth Regional Office No. 111.**

Submitted by :

**OLIVERTY. DUYA**

President & Gen. Manager

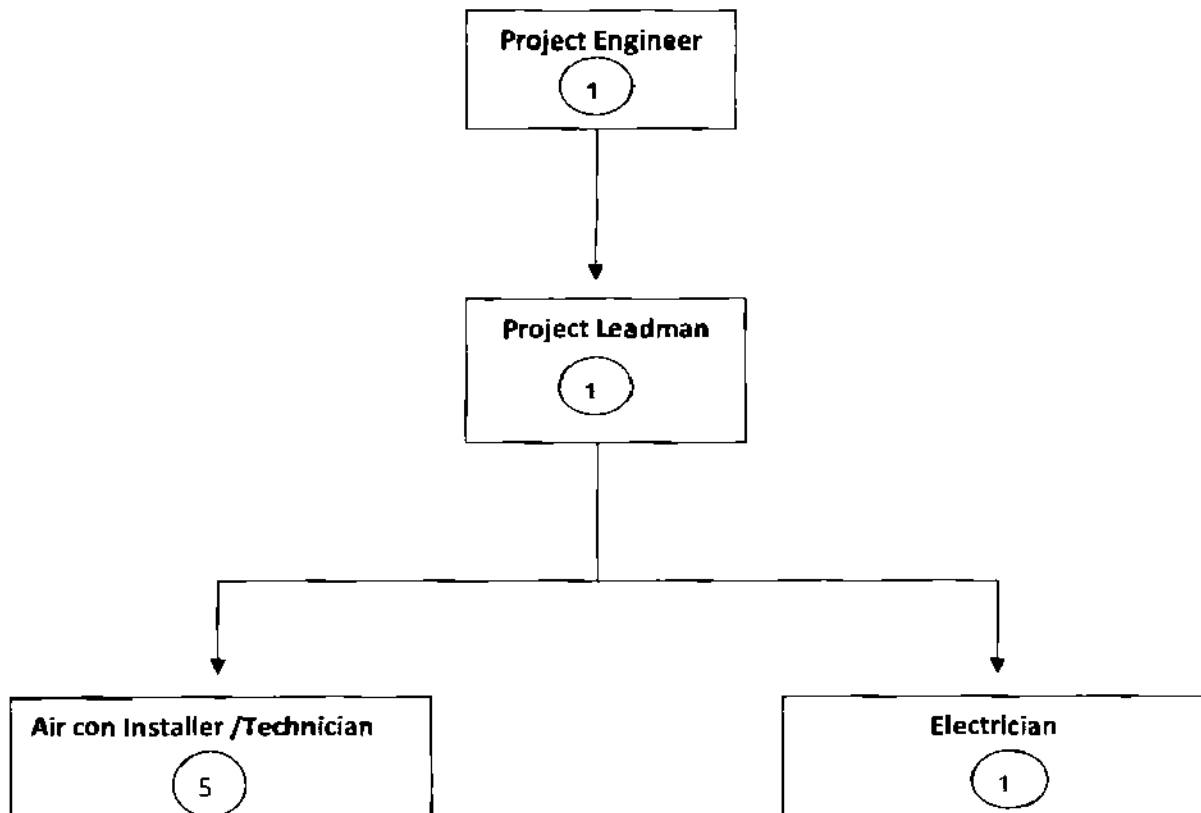


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Tel. Nos.: 922-3504; 922-7365; Fax No.: 920-4598  
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Sindalan, San Fernando, Pampanga  
Tel. No. (045) 636-4054

## MANPOWER REQUIREMENT

Procurement of Office Equipment  
(Air-conditioning Units) for  
PhilHealth Regional Office 111



Submitted by:

OLIVERT Y. DUYA  
President & General Manager



**AFTER-SALES SERVICE/ PARTS FOR THE PROJECTS ON BID**

**THE CHAIRMAN**  
Bids and Award Committee  
PhilHealth Regional Office 111  
City of San Fernando  
San Fernando City

The undersigned, duly authorized representative of the applicant, for and in behalf of the applicant, hereby presents the standard After-Sales Parts & Service of the products and services for the Bid Schedule: Procurement of Office Equipment (Air-conditioning Units) as follows:

- |         |  |
|---------|--|
| 1 Unit  | <b>2.0HP KOPPEL Brand Window Type without Timer</b><br>Compressor : Five (5) years from the date of delivery<br>Other Parts : One (1) year from the date of delivery<br>Free Service : One (1) year from the date of delivery                                      |
| 8 Units | <b>2.0HP KOPPEL Brand Window Type with Timer &amp; Remote Control</b><br>Compressor : Five (5) years from the date of delivery<br>Other Parts : One (1) year from the date of delivery<br>Free Service : One (1) year from the date of delivery                    |
| 3 Units | <b>2.5HP KOPPEL Brand Window Type with Timer &amp; Remote Controller Refrigerant 410</b><br>Compressor : Five (5) years from the date of delivery<br>Other Parts : One (1) year from the date of delivery<br>Free Service : One (1) year from the date of delivery |
| 1 Set   | <b>1.0HP LG Brand Wall Mounted Type</b><br>Compressor: Five (5) years from the date of delivery<br>Other Parts : One (1) year from the date of delivery<br>Free Service: One (1) year from the date of delivery  |
| 4 Sets  | <b>1.5HP LG Brand Wall Mounted Type</b><br>Compressor: Five (5) years from the date of delivery<br>Other Parts : One (1) year from the date of delivery<br>Free Service : One (1) year from the date of delivery   |
| 1 Set   | <b>2.0HP LG Brand Wall Mounted Type</b><br>Compressor : Five (5) years from the date of delivery<br>Other Parts : One (1) year from the date of delivery<br>Free Service : One (1) year from the date of delivery  |
| 3 Sets  | <b>2.5HP LG Brand Wall Mounted Type</b><br>Compressor : Five (5) years from the date of delivery<br>Other Parts : One (1) year from the date of delivery<br>Free Service : One (1) year from the date of delivery  |
| 2 Sets  | <b>3.0TR LG Brand Ceiling Mounted Type</b><br>Compressors : Five (5) years from the date of delivery<br>Other Parts : One (1) year from the date of delivery<br>Free Service : One (1) year from the date of delivery  |



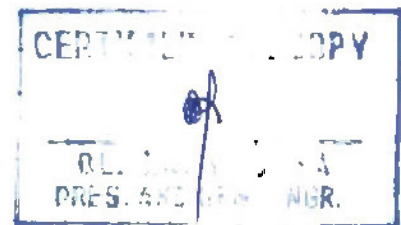
- 8 Sets      **3.0TR LG Brand Floor Mounted Type**  
Compressors : Five (5) years from the date of delivery  
Other Parts : One (1) year from the date of delivery  
Free Service : One (1) year from the date of delivery
- 2 Sets      **5.0TR LG Brand Floor Mounted Type**  
Compressors : Five (5) years from the date of delivery  
Other Parts : One (1) year from the date of delivery  
Free Service : One (1) year from the date of delivery
- 11 Units    **IWATA Evaporative Cooler**  
35 Liters Water Capacity, 3-5 liters/ hr. consumption  
350 Watts, 50 sqm area covered  
Parts & Service : One year (1)

Submitted by:

**MARCO, INC.**



**OLIVERT Y. DUYA**  
President & General Manager





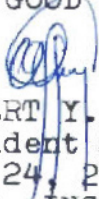
## ***Section IV. General Conditions of Contract***

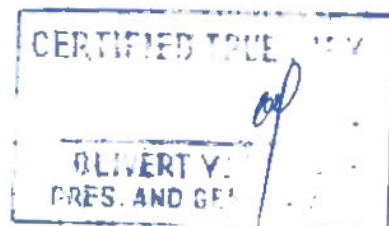
### **Notes on the General Conditions of Contract**

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

"READ, ACCEPTED AND GOOD FOR AGREEMENT"

  
Name: OLIVERT Y. DUYA  
Designation: President & Gen. Manager  
Date: Jan. 24, 2012  
Company Name: MARCO, INC.  
Address: 12 Matatag St., Central Diliman, Q. C.

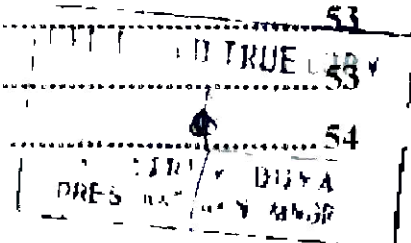


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"READ, ACCEPTED AND GOOD FOR AGREEMENT"

Name OLIVER Y. DUYA  
 Designation Pres. Gen. Manager<sup>40</sup>  
 Company Name MARCO, INC.  
 Address 12 Katatag St. Central Diliman, Q.C.



29. CONTRACT AMENDMENT.....54

30. APPLICATION .....54

"READ, ACCEPTED AND GOOD FOR AGREEMENT"

*[Signature]*  
Name OLIVERT Y. DUYA / President & Gen. Manager  
Address 12 Mapatag St., Central Diliman, Q.C.  
Company Name MARCO, INC.

RE COPY  
*[Signature]*  
DUYA  
MANOR

## I. Definitions

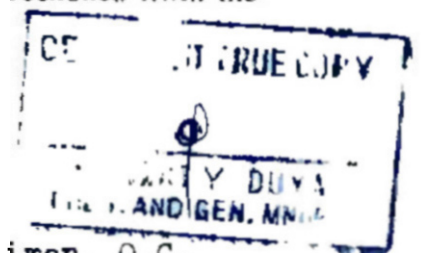
1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer, distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

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Company Name  
Address

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President & Gen. Manager  
MARCO, INC.  
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- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

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Company Name  
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OLIVERIO Y. DUYA  
PRES. & GEN. MGR.

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a)

### 3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### 4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### 5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the

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SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

## 6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

## 7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract subject to compliance with the required qualifications and the approval of the Procuring Entity.

## 8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

## 9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its

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Designation President & Gen. Manager

Name of Company DUJA, INC.

Address 12 Matatag St. Central Diliman, Q. C.





bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

## 10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the **Supplier's** warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

## 11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
  - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
  - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
  - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate

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Designation **President & Gen. Manager**  
Name of Company **NAACU, INC.**  
Address **12 Katatagan St. Central Bldg., S.C.**

**OLIVERIO Y. DUYA**  
**PRES. NAACU, INC.**

is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

## 12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

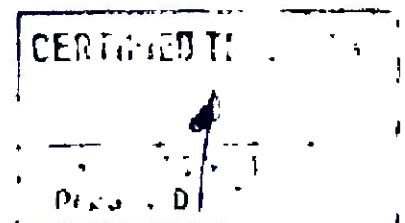
## 13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

## 14. Use of Contract Documents and Information

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Designation President & Gen. Manager  
Company Name MARCO, INC. 47  
Address 12 Matatag St., Central Diliman, Q.C.



14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

## 15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned

## 16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. 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.

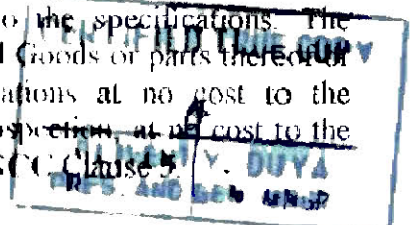
16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.

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- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## 17. Warranty

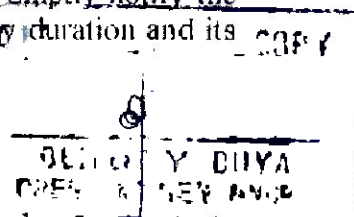
- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## 18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its

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cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

## 19. Liquidated Damages

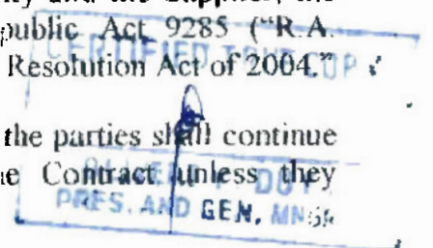
Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

## 20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004".
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they

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otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## 21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 22. Force Majeure

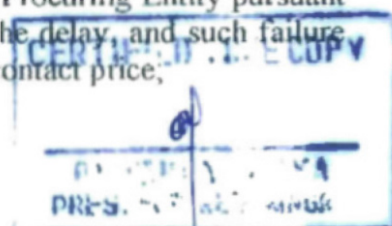
- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## 23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

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(b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

#### 24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

#### 25. Termination for Convenience

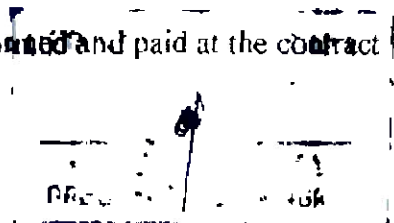
25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

(a) to have any portion delivered and/or performed and paid at the contract terms and prices, and/or

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- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## 26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in IIB Clause 3.1(a),
- (b) Drawing up or using forged documents,
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing

## 27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same
  - (ii) the extent of termination, whether in whole or in part.

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- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
- (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity, and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

## 28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

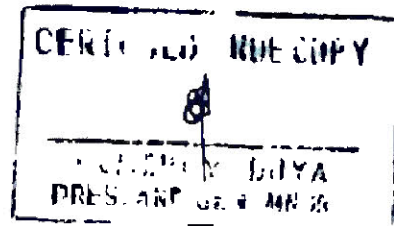
## 29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

## 30. Application

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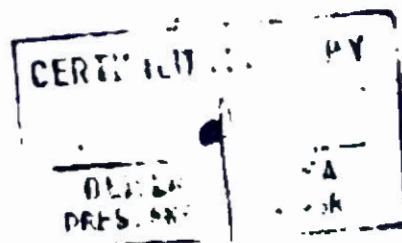
Name OLIVERT Y. DUYA  
 Designation President & Gen. Manager  
 Name of Company MARCO, INC.  
 Address 12 Matatag St. Central Diliman, Q.C.



These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract

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*Cuy*  
Name OLIVER Y. DUYA  
Designation President & Gen. Manager  
Company Name MARCO, INC.  
Address 12 Matatag St., Central Diliman, Quezon City

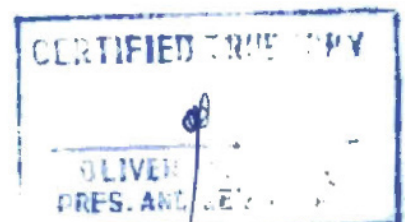


# Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>Philippine Health Insurance Corporation, Regional Office III</i>
1.1(i)	The Supplier is _____ ( <i>the winning bidder</i> ) _____
1.1(j)	The Funding Source is  Philhealth Corporate Operating Budget for CY 2011  In the amount of <b>PESOS: Two Million, Four Hundred Twenty Thousand, Sixty Pesos &amp; Fifty-Six centavos only (P= 2,420,060.56)</b>
1.1(k)	The Project site is within the jurisdiction of PhilHealth Regional Office III, Lazatin Blvd., Dolores, City of San Fernando (P).
2.1	No further provisions
5.1	The Procuring Entity's address for Notices is: <b>Philhealth Building, Lazatin Blvd., Dolores, City of San Fernando (P)</b>  <b>Attn: Ms. Evelyn E. Ocampo</b>  Contact Nos.: (045) 9614175; 963-3757 (loc. 4333)  Email address: <u>bengsky.ocampo@yahoo.com</u> / <u>pro3_hcdmd01@yahoo.com</u>  The Supplier's address for Notices is: <i>to be determined after declaration of the winning bidder.</i>
6.2	No additional requirements
10.2	All supporting documents that will be required by the Comptrollership Unit of PhilHealth Regional Office III.
10.4	<i>No further instructions</i>
13.4(c)	<i>No further instructions</i>
16.1	The Supplier will be required to bring a demo model of the office equipment to the Project Site for testing. Once found compatible with the needs of PhRO-III, the items offered by the Supplier will be accepted for delivery to the Procuring Entity.
17.3	In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty security shall be required. The obligation for the three-year warranty shall be covered by either retention money or special bank guarantee equivalent to at least ten percent (10%) of the total contract price, to be released after the lapse of the three year warranty period.

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Name: OLIVER Y. DUYA  
 Designation: President & Gen. Manager  
 Date: January 25, 2012  
 Company Name: MARCO, INC.  
 Address: 12 Matatag St., Central Diliman, Q.C.



17.4	Within the five years on compressor and one year warranty period on other parts. (See technical specifications)
21.1	No additional provision

## ***Section VI. Schedule of Requirements***

### **SUPPLY, TESTING SCHEDULE AND DELIVERY**

1. The Supplier/Winning Bidder should provide the description of the offered office equipments that undergone bidding and the breakdown of detailed parts (with serial numbers), software CD, and power adapter if applicable.
2. All user manuals, technical materials, system manuals, troubleshooting and installation guide should also be provided.
3. The Supplier will be required to bring a demo model of the office equipments to the Project Site (PhilHealth Regional Office III) for testing. Once the office equipments are found compatible with the needs of PhRO-III and conform to standard specifications, the said items offered by the Supplier will be accepted for delivery to the Procuring Entity (PhRO-III).
4. The delivery period to PhRO-III shall be thirty (30) days from the issuance of notice to proceed. All expenses for the delivery and installation of all IT equipment consisting of

#### **Delivery and Installation of Office Equipment – Air Conditioning Units (2011) :**

##### **One (1) Lot Air Conditioning Units –**

- 1.) 11 Air Con – Evaporative 350 watts;
- 2.) 1 Air Con Split type 1.0 HP;
- 3.) 4 Air Con Split type 1.5 HP;
- 4.) 1 Air Con Split type 2.0 HP;
- 5.) 3 Air Con Split type 2.5 HP;
- 6.) 10 Air Con Split type 3.0 TR;
- 7.) 2 Air Con Split type 5.0 TR;
- 8.) 9 Air Window type 2.0 HP; and
- 9.) 3 Air Window type 2.5 HP

shall be borne by the Supplier (Winning Bidder). A penalty of one tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery is imposed for every day of delay until such goods are finally delivered and accepted by the PhRO-III representative.

### **AFTER SALES SUPPORT AND WARRANTY**

**"READ, ACCEPTED AND GOOD FOR  
AGREEMENT"**

**Name:** OLIVERT Y. DUYA  
**Designation:** President & Gen. Manager  
**Date:** Jan. 21, 2012  
**Address:** 12 Matatag St., Central Diliman, Q.C.  
**Company Name:** MARCO, INC.





1. For After Sales Support, the Supplier should be able to present a certification from the manufacturer, the list of certified service engineers. The Supplier shall designate a certified service engineer (company name, contact person and phone number) out of the list provided by manufacturer. All service units should be of equal/superior specification to that of the delivered office equipments. The supplier must also have authorized Service Centers in the provinces of Region 3.


1.1 An eight (8) hours a day and five (5) times a week (8x5 weekdays) on-call and on-site support must be made available to PRO-III. If any of the delivered office equipments malfunctions, the PhRO-III Information Technology Officer shall forward the encountered problem to the designated certified service engineer via e-mail, facsimile or helpdesk (phone)

Service Response Time			Issuance of Service Unit (SU)	
On-Call	On-Site	Remarks	Replacing the Unit thru SU	Remarks
8 am to 5 pm	5 pm, next business day (on-site cut-off period)	The on-site service engineer should be able to provide recommendation within the cut-off period. Penalty shall be imposed if lapses occurred after the cut-off period.	Within 48 hours after the on-site cut-off period of the Service Response Time.	A penalty shall be imposed if lapses occurred after 48 hours cut-off period.

1.2 A strict implementation of one tenth (1/10) of one percent (1%) penalty of the unit price of defective item shall be imposed for every day of delay on service response time/issuance of service unit. To properly monitor or validate the performance of the service engineer, he/she is required to provide a service/job order form indicating the current date, time and the transaction transpired in the PhRO-III office where support service from the supplier is needed. As soon as the said engineer had checked and declared that the defective unit cannot be repaired within the service response time, on-site cut-off period, the service unit should be made available within the next 48 hours. Any movement of service unit and malfunctioned/repaired unit shall be charged against the account of the winning supplier. The assigned service engineer should be able to distinguish on the spot if a warranty applies or null (void). But once the defective unit/s has/have been pulled out by service engineer or the supplier's representative, the said units will be declared as repairable and all costs shall be charged to the winning supplier. If malfunctioned unit cannot be repaired after 15 working days from the time the said unit had been pulled out for repair, the said unit shall be replaced with a new unit, which should be of equal or higher specifications.

1.3 The total sum of delays of after sales support shall in no case exceed fifteen per cent (15%) of the total contract price, in which PRO-III shall automatically terminate the contract.

"READ, ACCEPTED AND GOOD FOR AGREEMENT"




**Name :** OLIVER Y. DUYA

**Designation** President & Gen. Manager

**Date** Jan. 21, 2012

**Address:** 12 Matatag St., Central Diliman, Q.C.

**Company Name:** MARCO, INC.



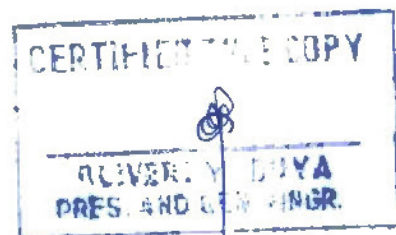
2. Warranty period for all OFFICE EQUIPMENT - AIR CONDITIONING UNITS shall be from **Five Years on Compressor and One (1) year on other parts** (Please see Standard Specifications).

3. OTHER DOCUMENTARY REQUIREMENTS:

- Net worth shall be at least 100% of the approved budget for the contract
- Audited financial report for the last three (3) years
- Copy of last year's income tax return duly received by the BIR
- List of agencies / companies currently engaged with
- List of agencies / companies previously engaged with for the last three (3) years.

"READ, ACCEPTED AND GOOD FOR AGREEMENT"

Name: OLIVERT Y. BUYA  
Designation: Pres. & Gen. Manager  
Date: Jan. 21, 2012  
Address: 12 Matatag St. Central Diliman, Q.C.  
Company Name: MARCO, INC.





FOR PROCUREMENT THRU PUBLIC BIDDING

ITEM CLASS	Item	Item Specification	Technical Specification/Schedule of Requirements	Delivery Period (days)	Warranty (years)	Est	Cost	Total	Total Cost	REFERENCE
FURNITURE AND FIXTURE	TABLE	IT, EXECUTIVE Table for 30-40-45, Main Table: W 1350 x D 700 x H 750 With Side Table: W 900 x D 450 x H 750	Delivery and installation as per schedule of Distribution	30	1	1	15,000.00	11	165,000.00	OO 55s 2011 2011 APP
FURNITURE AND FIXTURE	Chair	heavy duty mid-back w/armrest, ergonomic, fully adjustable, mesh and backrest, hydraulic	Delivery and installation as per schedule of Distribution	30	1	1	3,000.00	35	105,000.00	OO 77s 2011 UPDATING 2011 APP
FURNITURE AND FIXTURE	High Chair	heavy duty, bell steel type w/back rest, fully upholstered, black, hydraulic	Delivery and installation as per schedule of Distribution	30	1	1	4,250.00	47	198,750.00	OO 77s 2011 UPDATING 2011 APP
FURNITURE AND FIXTURE	Swing Door Cabinet	Steel Gauge # 20, 5-6 layers	Delivery and installation as per schedule of Distribution	30	1	1	15,000.00	5	75,000.00	OO 77s 2011 UPDATING 2011 APP
FURNITURE AND FIXTURE	TABLE	Conference Table, 10-15 Seater, Oval/Rectangular Type	Delivery and installation as per schedule of Distribution	30	1	1	14,000.00	7	98,000.00	OO 77s 2011 UPDATING 2011 APP
FURNITURE AND FIXTURE	STEEL RACK	7 layers/open shelves, collapsible steel with iron brackets support on 4 sides	Delivery and installation as per schedule of Distribution	30	1	2	8,000.00	22	176,000.00	OO 55s 2011 2011 APP
FURNITURE AND FIXTURE	Steel Rack	Heavy Duty, Collapsible Shelving System; floor stand, 4 flt solid steel/metal layers; metal brackets on 3 sides; W 1600 x H 2100 x D 800; powder-coated light blue and light-gray	Delivery and installation as per schedule of Distribution	30	1	2	15,000.00	50	750,000.00	OO 77s 2011 UPDATING 2011 APP
OFFICE EQUIPMENT	AIR COND - EVAPORATIVE	350 Watts, 850x450x960 35lit water capacity, 3-5lit/hr. consumption, 50sqm area covered	Installation and delivery on site as per schedule of Distribution	20	5 years on compressor, 1 year on other parts	3	56,250.00	2	112,500.00	OO 55s 2011 2011 APP
OFFICE EQUIPMENT	AIR COND - SPLIT	330 Watts, 830x450x960 35lit water capacity, 3-5lit/hr. consumption, 50sqm area covered	Installation and delivery on site as per schedule of Distribution	30	5 years on compressor, 1 year on other parts	3	55,250.00	9	506,250.00	OO 77s 2011 UPDATING 2011 APP
OFFICE EQUIPMENT	AIR COND - SPLIT	330 Watts, 830x450x960 35lit water capacity, 3-5lit/hr. consumption, 50sqm area covered	Installation and delivery on site as per schedule of Distribution	30	5 years on compressor, 1 year on other parts	3	40,000.00	1	40,000.00	OO 55s 2011 2011 APP
OFFICE EQUIPMENT	AIR COND - SPLIT	1.5 HP, w/remote and remote control, supply and installation, materials and labor	Installation and delivery on site as per schedule of Distribution	30	5 years on compressor, 1 year on other parts	3	35,999.00	0	147,999.00	OO 55s 2011 2011 APP
OFFICE EQUIPMENT	AIR COND - SPLIT	2.0 HP, w/remote, supply and installation, materials and labor	Installation and delivery on site as per schedule of Distribution	30	5 years on compressor, 1 year on other parts	3	60,000.00	1	60,000.00	OO 55s 2011 2011 APP
OFFICE EQUIPMENT	AIR COND - SPLIT	2.5 HP, w/remote and remote control, supply and installation, materials and labor	Installation and delivery on site as per schedule of Distribution	30	5 years on compressor, 1 year on other parts	3	43,698.00	1	43,698.00	OO 55s 2011 2011 APP

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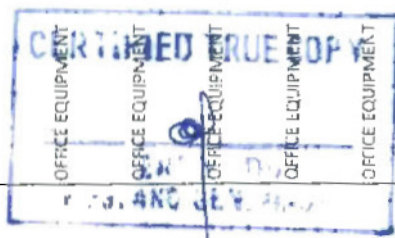
OLIVERT Y. DUYA  
Pres. & Gen. Mgr.

Jan. 21, 2012

12 Matatag St.

Central Diliman,  
Q.C.

MARCO, INC.



AMS FOR PROCUREMENT THRU PUBLIC BIDDING

ITEM CLASS	Item	Item Specification	Technical Specification/Schedule of Requirements	Delivery Period (days)	Warranty (year)	Lot	Cost	Total	Total Cost	REFERENCE
OFFICE EQUIPMENT	AIR CON - SPLIT TYPE	2.0 TR, Wallmounted, supply and installation, materials and labor	Installation and delivery on site as per schedule of Distribution	30	5 years on compressor, 1 year on other parts	3	90,000.00	10	90,000.00	OO 55s.2011 2011 APP
OFFICE EQUIPMENT	AIR CON - SPLIT TYPE	5.0 TR, Floormounted, supply and installation, materials and labor	Installation and delivery on site as per schedule of Distribution	30	5 years on compressor, 1 year on other parts	3	150,000.00	2	200,000.00	OO 55s.2011 2011 APP
OFFICE EQUIPMENT	AIR CON - WINDOW TYPE	2.0 HP, w/o timer, supply and installation, materials and labor	Installation and delivery on site as per schedule of Distribution	20	5 years on compressor, 1 year on other parts	3	25,618.56	1	25,618.56	OO 55s.2011 2011 APP
OFFICE EQUIPMENT	AIR CON - WINDOW TYPE	2.0 HP, w/timer and remote control, supply and installation, materials and labor	Installation and delivery on site as per schedule of Distribution	30	5 years on compressor, 1 year on other parts	3	25,000.00	2	200,000.00	OO 55s.2011 2011 APP
OFFICE EQUIPMENT	AIR CON - WINDOW TYPE	2.5 HP, w/timer and remote control, supply and installation, materials and labor	Installation and delivery on site as per schedule of Distribution	30	5 years on compressor, 1 year on other parts	3	30,000.00	3	90,000.00	OO 55s.2011 2011 APP
OFFICE EQUIPMENT	AIR CON - SPLIT TYPE	2.5 HP, w/timer and remote control, supply and installation, materials and labor	Installation and delivery on site as per schedule of Distribution	30	5 years on compressor, 1 year on other parts	3	45,555.00	2	90,998.00	OO 55s.2011 2011 APP
OFFICE EQUIPMENT	GENERATOR SET	at least 37.5 kva, 3 phase w/ housing	Installation and delivery on site as per schedule of Distribution	30	3 years	4	500,000.00	5	2,500,000.00	OO 77s.2011 UPDATA 2011 APP
OFFICE EQUIPMENT	REFRIGERATOR	6.0 cu.ft., semi-automatic, single-door	Delivery at PhRO III Office	30	5 years on compressor, 1 year on other parts	5	12,000.00	6	72,000.00	OO 55s.2011 2011 APP
OFFICE EQUIPMENT	TELEVISION	40 inches for Queuing Machine System for Service Offices and Branches	at least 40" LED Smart TV; Full HD, Wireless LAN Built-in	30	3	5	70,000.00	11	770,000.00	OO 55s.2011 2011 APP
OFFICE EQUIPMENT	Refrigerator	6.0 cu.ft., semi-automatic, single-door	Delivery at PhRO III Office	30	1	5	12,000.00	6	72,000.00	OO 77s.2011 UPDATA 2011 APP
IT EQUIPMENT & SOFTWARE	IT TOOLS	Gig Pack for UTP Cables	c/o ITMS	30	1	for addition to ITR 11-018	4,155.00	3	12,459.00	OO 55s.2011 2011 APP
IT EQUIPMENT & SOFTWARE	SCANNER	Scanner, Heavy Duty	c/o ITMS	30	1	for addition to ITR 11-018	130,000.00	1	130,000.00	OO 55s.2011 2011 APP
IT EQUIPMENT & SOFTWARE	SCANNER	Scanner, Standard, Flatbed	c/o ITMS	30	1	for addition to ITR 11-018	4,810.00	7	33,670.00	OO 77s.2011 UPDATA 2011 APP

12 Matatag St. Central Diliman, Q.C.  
MARCO, INC.

"READ, ACCEPTED AND GOOD FOR AGREEMENT"

Name: OLIVERT Y. DUYA  
Designation: Pres. & Gen. Mgr.  
Date: Jan. 24, 2011

