

**CONTRACT AGREEMENT
FOR THE SUPPLY OF JANITORIAL SERVICES
TO PHILHEALTH REGIONAL OFFICE III, CY 2012**

THIS AGREEMENT made and entered into this OCT 04 2012, 2012 between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation created and existing by virtue of Republic Act No. 7875, otherwise known as the "National Health Insurance Act of 1995", with principal office address at 19th Floor, City State Center Building, 709 Shaw Blvd. corner Oranbo Drive, Pasig City, represented herein by its **Vice President for Regional Office III, RODOLFO M. BALOG**, with office address at PhilHealth Bldg., Lazatin Blvd., San Agustin, City of San Fernando, Pampanga. (hereinafter called "**PHILHEALTH**")

-and-

TRIPLE 7 MANPOWER SERVICES, INC., a private corporation organized and existing under the laws of the Republic of the Philippines and registered with the Securities and Exchange Commission under SEC Reg. No. A199814077, issued on September 22, 1998, with principal business address at Second Floor, Cavite Coliseum, Alabang II, Bacoor, Cavite, represented herein by its **Executive Vice-President, MR. WILLIAM A. PUNAYO** (hereinafter called "**TRIPLE 7**").

-Witnesseth-

WHEREAS, **PHILHEALTH** advertised the Invitation to Bid, through public bidding, for the **Procurement of Janitorial Services for PHILHEALTH REGIONAL OFFICE III, CY 2012** in a newspaper of nationwide general circulation and posted the same in the **PHILHEALTH**'s website, the PhilGEPS and a conspicuous place at the premises of **PHILHEALTH** continuously and in accordance with the requirements of the law.

WHEREAS, in response to the said advertisements, two (2) prospective bidders submitted their bids but only one (1) bidder, **TRIPLE 7** was declared eligible to bid and whose bid, after post-qualification was found to be responsive.

WHEREAS, consequently, **PHILHEALTH** has accepted the bid by **TRIPLE 7** for the supply of Janitorial Services for CY 2012 starting October 2012 up to December 2012 in the sum of **ONE MILLION FIFTY SIX THOUSAND EIGHT HUNDRED TWELVE PESOS AND NINETY FOUR CENTAVOS ONLY (P 1,056,812.94)** (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 Price Schedule submitted by **TRIPLE 7** (*Annex "A-A2"*);
 - (b) the Schedule of Requirements (*Annex "B B2"*);
 - (c) the Technical Specifications (*Annex "C C6"*);
 - (d) the General Conditions of the Contract (*Annex "D-D16"*);
 - (e) the Special Conditions of the Contract (*Annex "E E1"*); and
 - (f) the Notice of Award (*Annex "F"*).

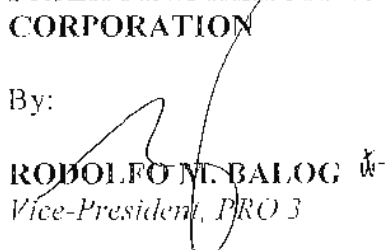
3. In consideration of the payments to be made by **PHILHEALTH** to **TRIPLE 7** as hereinafter mentioned, **TRIPLE 7** hereby covenants with **PHILHEALTH** to provide the said services and ancillary goods and to remedy defects therein, in conformity in all respects with the provisions of the Contract.
4. **PHILHEALTH** hereby covenants to pay **TRIPLE 7** in consideration of the provision of the aforementioned services and the remedying of defects therein, **the Contract Price** or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. **The Contract Price** covers all taxes, including the twelve percent (12%) Value Added Tax, custom duties, license fees, freight, insurance and other charges which may be imposed on the product by foreign and local authorities.
6. **TRIPLE 7** hereby covenants to deliver in favor of **PHILHEALTH** the services based on Annex "B" of this Contract Agreement.
7. To guarantee the faithful performance of **TRIPLE 7** of its obligation under this contract in accordance with the bidding documents, **TRIPLE 7** shall, pursuant to Sec. 39 of the RIRR, RA 9184, post a performance security prior to the signing of the contract in an amount equal to a percentage of the total **Contract Price** in accordance with the schedule provided under Sec. 39.2 of the RIRR, RA 9184.
8. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. No. 9184, shall form an integral part of the contract between the PARTIES hereto.

The parties hereby certify that they have read or caused to be read to them each and every provision of the foregoing Contract and that they had fully understood the same.

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 CORPORATION

By:

RODOLFO M. BALOG 
Vice-President, PRO 3


TRIPLE 7 MANPOWER SERVICES, INC.


By:

WILLIAM A. PUNAYO 
Executive Vice-President

SIGNED IN THE PRESENCE OF:

Witnesses for PhilHealth:


GRACE M. MAMAWAL
Division Chief, Management Services Division


LEONIDAS A. LUMBA
Administrative Officer 4

Witnesses for TRIPLE 7:


ELIZABETH T. GUEVARRA
Operation Officer


PLARIDEL TAMBOON
Operation Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF SAN FERRANDO) S.S.

BEFORE ME, this OCT 04 2012, 2012, personally appeared the following persons exhibiting to me their respective government issued identification cards, to wit:

RODOLFO M. BALOG
Philippine Health Insurance Corporation
Regional Office III

CIC # 14348249 ISSUED: JAN. 20, 2012
ISSUED AT: MANILA


WILLIAM A. PUNAYO
Executive Vice President

DRIVER'S LICENSE # 292032012
VALID UP TO: OCT. 16, 2012

known to me to be the same persons who executed the foregoing Contract Agreement, consisting of thirty seven (37) pages including the annexes and this page on which the acknowledgment is written, signed by the parties and their witnesses on each and every page and they acknowledged that the same is their free act and deed and that of the corporations being represented.

WITNESS MY HAND AND SEAL, on the date and place first above written.

Doc. No. 75
Page No. 15
Book No. 11
Series of 2012 16


LEANDRO C. ABIUG
NOTARY PUBLIC
UNTIL DECEMBER 31, 2012
PTR No. 1489359
ROLL No. 44318
IBP No. 888726
MCLE No. 0040476



IND FORM

Date : May 24, 2012
 Invitation to Bid No. : 1791244

To : **PhRO III Bids and Awards Committee**
 PhilHealth Building, Lazatin Blvd,
 Dolores, City of San Fernando, Pampanga

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers 1 - 8 , the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **supply Janitorial Services** in conformity with the said Bidding documents for the sum of Two Million Four Hundred Sixty-Five Thousand Eight Hundred Ninety-Six Pesos & 86/100 (Php 2,465,896.86) or such other sums as maybe ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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 that period.

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

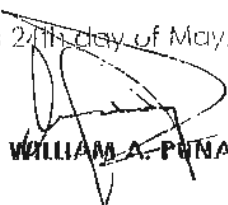
Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
NONE	NONE	NONE

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.

Dated this 24th day of May, 2012.


WILLIAM A. PENAYO

Exec. Vice Presiden
 [In the capacity of]

Duly authorized to sign Bid for and on behalf of TRIPLE 7 MANPOWER SERVICES, INC.

COMPUTATION OF BID OFFER FOR AGENCY ESTIMATE:
MONTHLY JANITORIAL SERVICE
CY 2012

Days Worked per Week (6) No. of Days/Year - 313 days		Regional Office & other Provinces except Baler	Baler, Aurora	Monthly Requirement
I.	Amount directly paid to Janitor	306.00	255.00	
	Average pay per month (DWx313/12)	7,981.50	6,651.25	198,207.25
	13th Month Pay (Ave. Pay/12)	665.13	554.27	16,517.27
	5 Days Incentive	127.50	106.25	3,166.25
	COLA PBII -16 (24x313/12)	626.00	626.00	15,650.00
	TOTAL OF I	9,400.13	7,937.77	233,540.77
II.	Amount Paid to Government			
	SSS Premium	600.70	530.00	14,946.80
	PhilHealth Contribution	100.00	87.50	2,487.50
	Pag-Ibig	100.00	100.00	2,500.00
	ECC	10.00	10.00	250.00
	TOTAL OF II	810.70	727.50	20,184.30
III	Total Cost of Supplies & Materials & Use of Equipment	1,288.37	1,288.37	20,434.30
IV	Amount spent for other Cost : Agency Fee	1,149.92	995.36	27,415.94
V	Amount paid for Taxes	1,517.89	1,313.88	36,189.04
	Total of (I, II, III & IV) x 12%			
	TOTAL PRICE PER JANITOR	14,167.00	12,262.88	337,764.34
	NUMBER OF JANITORS	24	1	25
	TOTAL BUDGET PER MONTH	340,008.10	12,262.88	352,270.98
	No. of Months	7	7	
		2,380,056.69	85,840.17	

Annual Bid Cost

2,465,896.06

Amount in words:

Two Million Four Hundred Sixty-Five Thousand Eight Hundred Ninety-Six Pesos & 86/100

Submitted by:

WILLIAM A. RUNAYO
Exec. Vice President

TABLE 7. 1991-1995, 1997-1998, 2000-2001

BILLS OF SUPPLIES AND MATERIALS AND USE OF EQUIPMENT
 (JANITORIAL AND OTHER SERVICES)

	ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
	I. MONTHLY				
1	Rags (Flannel Cloth)	10	yards	75.00	750.00
2	Bleaching Liquid Zonrox	30	1/2 gallon	47.50	1,425.00
3	Powdered soap Tide (all purpose)	20	kilos	165.00	3,300.00
4	Soft Broom	25	pieces	125.00	3,125.00
5	Bathroom Deodorizers cake	350	pieces	8.50	2,975.00
6	Metal Polish 150ml	2	can	110.00	220.00
7	Scrubbing pad Scotch Brite	50	pieces	15.00	750.00
8	Plastic Garbage size XXL (transparent)	1000	pieces	3.50	3,500.00
9	Mop Cloth	50	pieces	65.00	3,250.00
10	Toilet Bowl Cleaner	20	gallons	120.00	2,400.00
11	Disinfectant Lysol	20	gallons	120.00	2,400.00
12	Furniture Spray Polish (Pledge 330 ml)	30	pieces	155.00	4,650.00

28,745.00

	ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
	II. QUARTERLY				
1	Floor Polishing Pad 3M	15	pieces	160.00	2,400.00
2	Mop Handles, Heavy duty (Plastic)	25	pieces	180.00	4,500.00

6,900.00

	ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
	III. SEMESTRAL				
1	Toilet Brush	50	pieces	15.00	750.00
2	Push Brush	25	pieces	70.00	1,750.00
3	Toilet Rubber Pump/Flusher	25	pieces	25.00	625.00
4	Hand Brush	25	pieces	15.00	375.00
5	Slick Brooms	25	pieces	11.00	275.00
6	Steel Wool	3	pieces	75.00	225.00
7	Heavy Duty Dust Pan Plastic/big	25	pieces	30.00	750.00
8	Dipper Plastic	25	pieces	15.00	375.00
9	Pail 4 gal/capacity	30	pieces	30.00	900.00
10	Ceiling Broom	17	pieces	30.00	510.00
11	Spatula	25	pieces	8.00	200.00
12	Sand Paper	100	sheets	2.50	250.00

6,985.00

Computation of Supplies :

Monthly Cost	28,745.00
Quarterly Cost	2,300.00
Semestral Cost	1,164.17
	<hr/>
	32,209.17
No. of Janitors	25

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 2012 In the amount of PESOS: Two Million, Three Hundred Forty-three Thousand, Two Hundred Seventy-Eight Pesos and Fifty-Six Centavos only (PhP2,343,278.56)
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: Philhealth Building, Lazatin Blvd., Dolores, City of San Fernando (P) Attn: Ms. Evelyn E. Ocampo 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>
21.1	No additional provision

Section VI. Schedule of Requirements

SUPPLY, MAINTENANCE AND DELIVERY

1. The Supplier/Winning Bidder should provide the description of the offered floor polisher and vacuum cleaners. (Please see attached Technical Specifications in the Schedule of Requirements)
2. The commencement of the contract shall be within fifteen (15) days from the issuance of notice to proceed.

Procurement of Janitorial Services for PhRO3 and Service Offices CY 2012

The project include the provision of the following by the Janitorial Agency:

- 1.) 25 Janitors that will render 8 hours of work per day from Monday to Saturday who will provide daily routine, weekly routine, monthly routine, quarterly routine and miscellaneous routine ;**
- 2.) Supplies, materials and equipment;**
- 3.) Uniforms with ID card;**
- 4.) A supervisor for the janitorial personnel who will be a permanent employee of the Contractor-Agency for the duration of the contract**

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

1. The janitors shall render satisfactory services from Mondays to Saturdays, services to be certified by the Office/Service Offices (S.O.) where they are assigned, and submit to GSU.
2. The janitorial agency shall provide PhRO3 through GSU a complete list of its personnel assigned to work in PhRO3 and S.O. It shall not assign or allow working in the premises, janitors who are not acceptable to PhRO3. It shall give a written notice to the office concerned whenever any of its janitors are to be removed or replaced.
3. The janitorial agency shall provide reliever/replacements in case of absences of any assigned janitors to ensure continuous and uninterrupted services. The head of the office/services must be informed accordingly.
4. PhRO3 reserves the right to request for an increase and decrease in the number of janitors in the exigency of service.
5. The janitorial agency shall submit a schedule or checklist of periodic cleaning of areas herein covered for reference and guidance of PhRO3. All areas covered under the contract shall be maintained clean and sanitized at all times. Cleaning include floor, toilet, walls, windows, grounds and other areas. The janitors shall strictly accomplish the task/activities provided in the checklist (daily/weekly/monthly/quarterly/semestral) to be monitored and noted by GSU Head and Heads of Offices. Likewise, it shall deliver all the required supplies at the beginning of the period (month/quarter/semester) to GSU.
6. The janitorial agency together with its employees agree to abide with the performance and janitorial requirements of PhRO3 in general and in the office where they are assigned at all times and comply promptly with directives, instructions, and existing rules and regulations of the Philippine Health Insurance Corporation.

7. The janitors shall be under the supervision of GSU Heads in PhRO3 and Head of Offices in S.O. including Branch B. Before they assumed their function, an orientation of the scope of responsibility, rules and regulations of Philippine Health Insurance Corporation and related matters shall be conducted by GSU. No janitor shall assume his/her post without this orientation.
8. The janitors shall be assigned by the janitorial agency to restricted office(s) where highly accountable assets and security documents are kept, shall perform their duties under the supervision of officials designated by the client concerned.
9. The janitorial agency shall see to it that janitors are screened and declared physically and mentally fit before they are allowed to report to their assigned post.
10. Any janitor who may be found and considered undesirable and incompetent by the Head of Offices/Service Offices concerned shall be replaced by the Janitorial Agency immediately upon receipt of request and verification.

OTHER DOCUMENTARY REQUIREMENTS:

- Net worth shall be at least 100% of the approved budget for the contract
- Audited financial report for the last two (2) years
- Copy of last year's income tax return duly received by the BIR

Section VII. Technical Specifications

See attached Schedule of Requirements

" READ, ACCEPTED AND GOOD FOR AGREEMENT"


WILLIAM A. PUNAYO

Executive Vice President
Triple 7 Manpower Services, Inc.
Cavite Coliseum, Bacoor, Cavite

**SCHEDULE OF REQUIREMENTS
JANITORIAL SERVICES of PhRO-3, PAMPANGA
CY 2012**

A. OBJECTIVE

To acquire a reputable supplier of janitorial services that will provide efficient janitorial services to the Corporation; has a pool of well trained personnel who are able to provide adequate, reliable maintenance services to ensure orderliness and sanitation within the Philhealth PhRO-3 and Service Offices' premises.

Janitors shall render 8 hours of work everyday from MONDAY to SATURDAY on the schedule to be determined by PhRO-3 through its General Service Unit upon issuance of Notice to Proceed, in order to perform the following task to the satisfaction of the Offices concerned.

I. DAILY ROUTINE. The daily routine services to be rendered by the janitors assigned by the Janitorial Agency shall include:

- Sweeping, dusting, mopping and polishing floor of all rooms, corridor, lobbies, stairs and entrances or areas which may be specified by the client.
- Cleaning and wiping of all office table, glass tops, furniture and fixture, equipment, appliance, window ledges, counter, doorknobs, and glass partition and doors.
- Cleaning and sanitizing of comfort room and pantries, bath and kitchens sinks and removal of spots or stains from floors and other surfaces.
- Fetching water and filling of containers in the comfort rooms when water is not available.
- Cleaning driveway, parking spaces, and immediate surroundings of the buildings (for rented office space and warehouses).
- Proper disposal of solid waste from various parts of the area assigned to the designated trash storage of the Philippine Health Insurance Corporation compound.
- Upkeep of indoor potted plants / watering of plants and flowers.

II. WEEKLY ROUTINE. The weekly routine (general cleaning) services to be rendered by janitors assigned by the Janitorial Agency include:

- Spot scrubbing, dirt stain removal and cleaning of chairs, carpets, and rugs.
- Thorough cleaning, washing and scrubbing of all rooms and comfort rooms facilities.
- Cleaning and polishing on the inner surfaces of all window glasses, sun baffles, walls, counters, light diffusers, picture frames and wall hanging.
- Washing, scrubbing, stripping, waxing and polishing floors.
- Disinfecting of all bathrooms.
- Refilling of liquid deodorizers in all bathroom.

III. MONTHLY ROUTINE. Monthly routine services to be rendered by janitors assigned by the Janitorial Agency include:

- Dusting and removing of cobwebs from ceiling of the premises.
- Cleaning of ornamental plants and polishing of metal sign.
- General cleaning of draperies and blinds.
- Cleaning of dust filters of Air-conditioning Units.
- Spraying of insecticides and other pest control activities.
- Grass cutting of Warehouse Lot located at Government Center, Maimpis, San Fernando, Pampanga.

From: CFI

" READ, ACCEPTED AND GOOD FOR AGREEMENT "

WILLIAM A. PUNAYO

Executive Vice President

Triple 7 Maintenance Services, Inc.

Cavite Consortium, Bacoor, Cavite

IV. QUARTERLY ROUTINE. Quarterly routine services to be rendered by janitors assigned by the Janitorial Agency include:

- Thorough and general cleaning of all areas.
- Thorough shampooing of all chairs, panels, carpets and rugs.

V. MISCELLANEOUS ROUTINE. Miscellaneous services to be rendered by janitors as per request of the concerned units through the GSU include but not limited to:

- Miscellaneous work such as carrying, transporting or moving of office furniture, equipment supplies within the premises as may be assigned from time to time.
- Rendition of overtime services during emergency and urgent situations may be allowed as determined by GSU and subject to approval of Regional Vice President.
- Report to the GSU any damaged/leaking pipe plumbing, water and toilet facilities, electrical installations, and any damaged furniture and fixture that will need immediate repair.

VI. SUPPLIES, MATERIALS AND EQUIPMENT

The Janitorial Agency shall provide the following type and quantity of needed tools, supplies, materials and equipment. All supplies and materials to be provided by janitorial services should be of guaranteed high - grade quality to ensure and maintain maximum cleaning result.

a. To be provided monthly

Particulars	Qty	Unit
1. Rags (Flannel Cloth)	10	yards
2. Bleaching Liquid Zonrox	30	1/2 gallons
3. Powdered Soap Tide (all purpose)	20	kilos
4. Soft Brooms	25	pieces
5. Bathroom deodorizers cake	350	pieces
6. Metal Polish 150ml/can	2	cans
7. Scrubbing Pad Scotch Brite or equivalent	50	pieces
8. Plastic Garbage size:XXL 5s (transparent)	1,000	pieces
9. Mop Cloth	50	pieces
10. Toilet Bowl Cleaner	20	gallons
11. Disinfectant Lysol	20	gallons
12. Furniture Spray Polish (Pledge 330ml)	30	pieces

b. To be provided quarterly

Particulars	Qty	Unit
1. Floor Polishing Pad 3M	15	pieces
2. Mop Handles, Heavy Duty (Plastic)	25	pieces

c. To be provided semestral

Particulars	Qty	Unit
1. Toilet Brush	50	pieces
2. Push Brush	25	pieces
3. Toilet Rubber Pump/Flusher	25	pieces
4. Hand Brush	25	pieces
5. Stick Brooms	25	pieces
6. Steel Wool	3	boxes
7. Heavy Duty Dust Pan Plastic / big	25	pieces
8. Dipper plastic	25	pieces
9. Pail 4gal./capacity	30	pieces
10. Ceiling Brooms	17	pieces
11. Spatula	25	pieces
12. Sand Paper	100	sheets

" READ, ACCEPTED AND GOOD FOR AGREEMENT"

WILLIAM A. PUNAYO
Executive Vice President
Triple 7 Manpower Services, Inc.
Cavite Coliseum, Bacoor, Cavite

[Handwritten signature]

Janitorial Agency shall provide at least 13 floor polisher, 15 mop squeezer, 30 warning signs and 12 vacuum cleaners (free of charge) in working conditions to be used by janitors in performing the above tasks.

VII. UNIFORM

The janitors shall be provided by the Janitorial Agency with clean uniform with ID card. In addition, the Corporation shall provide each janitor with a second ID Card for access and security purpose.

VIII. MANPOWER

The Agency will provide a **Supervisor** for the janitorial personnel, who will be a permanent employee of the Contractor-Agency, to be detailed at PhRO-3 Regional Office in the City of the San Fernando for the duration of the contract. Said supervisor shall monitor the output and conduct of the janitorial personnel and shall address all issues and concerns brought up by PhRO-3, particularly on the cleanliness of the office premises and surroundings, maintenance of the workplace and the ethical behavior of the janitors.

Agency shall provide the Philhealth PhRO-3 with **Twenty Five (25)** contracted janitors. The deployment of the 25 janitorial personnel will be at the following PhRO-3 offices as follows:

<u>OFFICE / LOCATION</u>	<u>NO. OF JANITORS</u>
Regional Office – Pampanga	8
Branch A – Pampanga	3
Service Office – San Fernando	1
- Angeles City	1
- Tarlac City	1
- Balanga, Bataan	1
- Olongapo City	1
- Iba, Zambales	1
Branch B – Malolos City	3
Service Office – Sta. Maria, Bulacan	1
- Malolos	1
- Cabanatuan City	1
- Gapan, Nueva Ecija	1
- Baler, Aurora	1
TOTAL	25

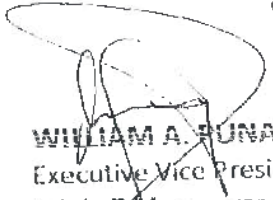
IX. QUALIFICATION AND CONDITION

1. The supervisor and janitors to be assigned by the Janitorial Agency must possess the following qualification:

- ✓ Filipino Citizen
- ✓ Of good moral character, cleared by law enforcement or police agencies and without previous record of any conviction of a criminal offense involving moral turpitude.
- ✓ At least high school level for janitors and college level for supervisor, and are properly trained on janitorial services.
- ✓ At least 20 years old but not more than 45 years of age.
- ✓ Physically and mentally fit as indicate in a neuro-psychiatric clearance from a competent authority.

2. Regular janitors and/or reliever shall be screened by GSU. The following documents should be submitted for evaluation:


" READ, ACCEPTED AND GOOD FOR AGREEMENT "

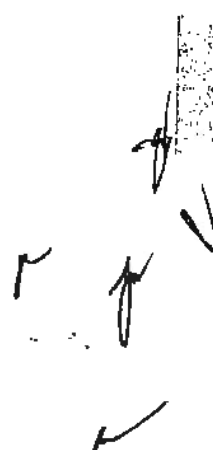

WILLIAM A. BUNAYO
 Executive Vice President
 Triple 7 Manpower Services, Inc.
 Cavite Coliseum, Bacoor, Cavite



- ✓ Medical Certificate
 - ✓ NBI Clearance
 - ✓ Copy of Diploma of highest education attainment and transcript of record if a college undergraduate.
 - ✓ Copy of Birth Certificate
 - ✓ One (1) 2x2 picture and two (2) 1x1 picture
 - ✓ Copy of Philhealth membership card
3. The janitor shall render satisfactory services from MONDAYS through SATURDAYS, services to be certified by the Office/Services where they are assigned, and submit to GSU.
 4. The Janitorial Agency shall provide the Philhealth PhRO-3 through GSU a complete list of its personnel assigned to work in the Philhealth PhRO-3 and Service Offices. The Janitorial Agency shall not assign or allow working in the premises janitors who are not acceptable to the Philhealth PhRO-3. The Janitorial Agency shall give a written notice to the office concerned whenever any of these janitors are to be removed or replaced.
 5. The Janitorial Agency shall provide reliever/replacements in case of absences of any assigned janitors to ensure continuous and uninterrupted services. The Head of Office/Services must be informed accordingly.
 6. The Philhealth PhRO-3 reserves the right to request for an increase and decrease in the number of janitors if the exigency of work requires.
 7. The Janitorial Agency shall submit a schedule or checklist of periodic cleaning of areas herein covered for reference and guidance of the Philhealth PhRO-3. All areas covered under the contract shall be maintained clean and sanitized at all times. Cleaning include floor, toilet, walls, windows, grounds and other areas. The janitors shall strictly accomplish the tasks/activities provided in the checklist (daily/weekly/monthly/quarterly/semestral) to be monitored and noted by GSU Head and Heads of Offices. Likewise, the Janitorial Agency shall deliver all the required supplies at the beginning of the period (month/quarter/semester) to GSU.
 8. The Janitorial Agency together with its employees agree to abide with the performance and janitorial requirements of the Philhealth PhRO-3 in general and in the office where they are assigned at all times and comply promptly with directives, instructions and existing rules and regulations of the Philippine Health Insurance Corporation.
 9. The janitors shall be under the supervision of GSU Heads in PhRO and Head of Offices in Service Offices including Branch B. Before they assumed their function, an orientation of the scope of responsibility, rules and regulations of the Philippine Health Insurance Corporation and related matters shall be conducted by GSU. No janitor shall assume his/her post without this orientation.
 10. The Janitors to be assigned by the Janitorial Agency to restricted office(s) where highly accountable assets and security documents are kept shall perform their duties under the supervision of officials designated by the client concerned.
 11. The Janitorial Agency shall see to it that janitors are screened and declared physically and mentally fit before they are allowed to report to their assigned post.
 12. Any Janitor who may be found and considered undesirable and incompetent by the Head of Office/Services concerned shall be replaced by the Janitorial Agency immediately upon receipt of request and verification.

" READ, ACCEPTED AND GOOD FOR AGREEMENT "


WILLIAM A. PUNAYO
Executive Vice President
Triple 7 Manpower Services, Inc.
Cavite Coliseum, Bacoor, Cavite



ANNEX 'C6'

X. PERIOD OF CONTRACT

A contract for janitorial services for the rest of CY 2012 shall be entered into by Philhealth PhRO-3 with the winning bidder and shall take effect upon perfection of the contract.

In case of delay in the award of the Contract, the date of duration of the contract shall be adjusted accordingly to commence on the 1st day of the applicable month up to December 31, 2012 only.

XI. BUDGET ALLOCATION


The engagement of a Janitorial Agency for this particular Bidding shall be for the remaining months of 2012. The total budget for janitorial services for this engagement is Three Hundred Thirty Four Thousand Seven Hundred Fifty Four and 08/100 (P 334,754.08) monthly.

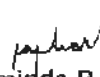
XII. OTHER DOCUMENTARY REQUIREMENTS:


- Net worth shall be at least 100% of the approved budget for the contract
- Audited financial report for the last two (2) years
- Copy of last year's Income-Tax Return duly received by the BIR

Prepared by:

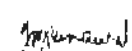

Edwin L. Ramos
BAC - TWG


Leilanie Gaylao
BAC - TWG

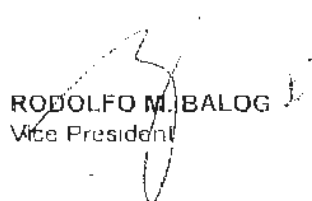

Luzviminda P. Koh
Head, General Services Unit


Leonidas A. Lumba
Administrative Services Section

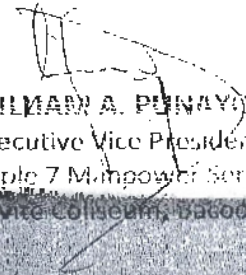
Recommending Approval:


GRACE M. MAMAWAL
MSD Chief

Approved by:


RODOLFO M. BALOG
Vice President

" READ, ACCEPTED AND GOOD FOR AGREEMENT "


WILMAR A. PUNAYO
Executive Vice President
Triple 7 Manpower Services, Inc.
Cavite College, Baguio, Cavite

29.2(d)	<i>Certificate of Remittance of one year contributions from Philhealth</i>
32.4(g)	No further instructions
34.2	The effectivity date of the contract shall be within fifteen (15) calendar days from the issuance of the Notice to Proceed.

Section IV. General Conditions of Contract

<p>Notes on the General Conditions of Contract</p> <p>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.</p> <p>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.</p>
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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.

- (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

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

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

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

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

- 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.

- 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

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

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;

- (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

- ANNEX "D14"**
- (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 ITB 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) afore-mentioned, 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;

- (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.

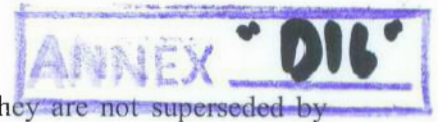
28. Assignment of Rights

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



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

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.

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 _____ (the winning bidder) _____
1.1(j)	The Funding Source is Philhealth Corporate Operating Budget for CY 2012 In the amount of <i>PESOS: Two Million, Three Hundred Forty-three Thousand, Two Hundred Seventy-Eight Pesos and Fifty-Six Centavos only (PhP2,343,278.56)</i>
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: <i>Philhealth Building, Lazatin Blvd., Dolores, City of San Fernando (P)</i> <i>Attn: Ms. Evelyn E. Ocampo</i> <i>Contact Nos.: (045) 9614175; 963-3757 (loc. 4333)</i> <i>Email address: <u>bengsky_ocampo@yahoo.com</u> / <u>pro3_hcdmd01@yahoo.com</u></i> 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>
21.1	No additional provision

Section VI. Schedule of Requirements

SUPPLY, MAINTENANCE AND DELIVERY

29 Aug. 2012 02:04 P 1

ANNEX "F"



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Regional Health Insurance Office - Region III
PhilHealth Regional Office III Bldg., Dolores, City of San Fernando, Pampanga
Helpline: (045)961-4173, (045) 963-7123, (045)961-3949 email: region3@philhealth.gov.ph



NOTICE OF AWARD

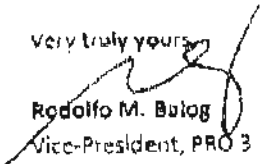
MR. WILLIAM A. PUNAYO
Executive Vice-President
Triple 7 Manpower Services, Inc.
G-Floor, Cavite Coliseum
Gen. Aguinaldo Hi-Way
Bacoor, Cavite

Dear Sir;

We are happy to notify you that the Procurement for the Janitorial Services for CY 2012, for the period covering October 2012 up to December 2012 for PhilHealth Regional Office 3 is hereby awarded to you as the **Lowest Calculated Responsive Bidder** at a Contract Price equivalent to **ONE MILLION FIFTY SIX THOUSAND EIGHT HUNDRED TWELVE PESOS AND NINETY FOUR CENTAVOS (P 1,056,812.94)**.

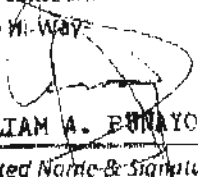
You are therefore required, within ten (10) days from the receipt of this Notice of Award to submit the Performance Security in the form and the amount stipulated in Section 39 of the Revised Implementing Rules and Regulations of Republic Act 9184 and to formally enter into contract with us. Failure to provide the Performance Security shall constitute sufficient ground for cancellation of the award and forfeiture of the Bid Security.

Very truly yours,


Rodolfo M. Bulog
Vice-President, PRO 3

Conforme:

MR. WILLIAM A. PUNAYO
Executive Vice-President
Triple 7 Manpower Services, Inc.
G-Floor, Cavite Coliseum
Gen. Aguinaldo Hi-Way
Bacoor, Cavite

By: 
WILLIAM A. PUNAYO - Executive Vice President
(Printed Name & Signature)

Date: August 29, 2012