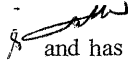


## Contract Agreement

THIS AGREEMENT made on the 6th day of January 2012 between **PhilHealth Regional Office –CAR** at 4F SSS Bldg., Harrison Rd., Baguio City (hereinafter called “the Entity”) of the one part and **McKleene Premium Products, Inc.**, at # 16 Gen. Luna St., San Fernando City, La Union (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for Janitorial Services, CY 2012  and has accepted a Bid by the Supplier for the supply of those goods in the sum of **One Million Two Hundred Twelve Thousand Three Hundred Eighty One Pesos & 24/100 (P 1,212,381.24)** (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 the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Entity’s Notification 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 goods and services and to remedy defects 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 goods and 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.

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.

**MCKLEENE PREMIUM PRODUCTS, INC.**

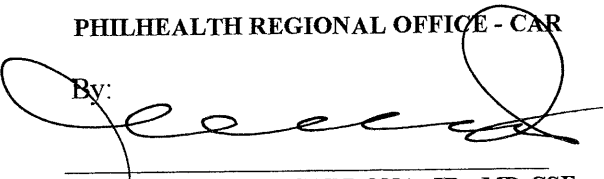
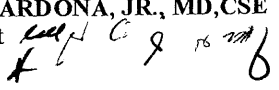
By:

  
**MA. LUZ A. RULLAN**  
General Manager

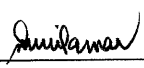
  
**MENCY ANN M. ANCHETA**  
Agency Representative

**PHILHEALTH REGIONAL OFFICE - CAR**

By:

  
**LEO DOUGLAS V. CARDONA, JR., MD, CSE**  
Regional Vice President 

Signed in the presence of :

  
**IMELDA CRISTETA D. VILLAMAR**  
Division Chief, MSD



**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

*City of San Fernando* ) S.S.

**BEFORE ME**, personally appeared:

NAME	TYPE OF ID/ID NO.	DATE/PLACE OF ISSUE
LEO DOUGLAS V. CARDONA, JR., MD, CSE	Company ID/100-479-99	May 7, 1999/Quezon City
MA. LUZ A. RULLAN	<u>SSS NO. 01-0276531-1</u>	<u>March, 1999/San Fdo. City</u> La Union

Known to me and identified by me through integrally complete identification card to be the same persons who executed the foregoing instrument which refers to a Contract Agreement consisting of two (2) pages including the page which this acknowledgement is written and acknowledged that the same is his/her free act and deed.

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

Doc. No. 473  
Page No. 95  
Book No. XVIII  
Series of 2012

Notary Public

  
**MARLON S. CORPUZ**

Notary Public  
Until December 31, 2013  
PTR No. 6823819; Jan /10/12  
San Fernando City, La Union  
IBP No. 876618; Jan/10/12; LU Chapter  
TIN No. 944-938-622/ Roll no. 52854

## Bid Form

Date: December 5, 2011  
Invitation to Bid<sup>1</sup> No: 11-11-006

To: Philhealth Regional Office – CAR  
4F, SSS Bldg., Harrison Rd, Baguio City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including the Bid Bulletin Numbers \_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver Procurement of Janitorial Services, CY2012 in conformity with the said Bidding Documents for the sum of **One Million Two Hundred Twelve Thousand Three Hundred Eighty One Pesos & 24/100** (Php1,212,381.24) or such other sums as may be 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 the 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 or 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: 2

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>"NONE"</u>	<u>"NONE"</u>	<u>"NONE"</u>
_____	_____	_____
_____	_____	_____
(if none, state "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 5<sup>th</sup> day of December 2011.

  
MA. LUZ A. RULLAN  
{signature}

General Manager  
{in the capacity of}

Duly authorized to sign Bid for and on behalf of Mckleene Premium Products, Inc.

<sup>1</sup> If ADB, JBIC and WB funded projects, use IFB.  
1 Applicable only if the Funding Source is the ADB, JICA or WB

### For Goods Offered From Within the Philippines

Name of Bidder McKleene Premium Products, Inc..

Invitation to Bid<sup>4</sup> Number 11-11-006. Page 1 of 1

[illegible]

# PHILIPPINE HEALTH INSURANCE CORPORATION

## COST DISTRIBUTION FOR JANITORIAL SERVICES

FOR CY 2012

### REGIONAL OFFICE

\*\*\*Minimum Wage = P235.00/day

COLA 37.00/day

6 days Per Week/8 hrs Per Day or 314 days per Year

Per Month

Per Year

I.	AMOUNT DIRECTLY TO UTILITY AIDE			
	A. Basic Salary	P	6,149.17	73,790.08
	B. COLA		968.17	11,618.08
	C. 13th Month Pay		512.43	6,149.14
	D. 5 days Service Incentive Leave		97.92	1,175.00
	E. Uniform Allowance		100.00	1,200.00
	Total amount directly to utility aide	P	7,827.68	93,932.17
II.	AMOUNT TO GOVERNMENT IN FAVOR OF UTILITY AIDE			
	A. SSS Premium Contribution	P	530.00	6,360.00
	B. Pag-ibig Fund		100.00	1,200.00
	C. Philhealth Contribution		75.00	900.00
	D. State Insurance Fund		10.00	120.00
	E. Retirement Benefit		434.37	5,212.48
	TOTAL AMOUNT OF GOVERNMENT IN FAVOR OF UTILITY AIDE	P	1,149.37	13,792.45
III.	TOTAL AMOUNT TO UTILITY AIDE & GOVERNMENT	P	8,977.05	107,724.60
IV.	Admin. Cost & Contractor's Share	P	50.00	600.00
	Equipment Depreciation	P	15.00	180.00
	Total cost (III & IV)	P	9,042.05	108,504.60
V.	Supplies	P	232.08	2,784.96
	Sub-total	P	9,274.13	111,289.56
VI.	VAT 12%	P	1,112.90	13,354.80
VII.	Contract rate/head	P	10,387.03	124,644.36
	No. of Utility Aide		4	4
VIII.	Contract rate for four (4) utility aide	P	41,548.12	498,577.44

MCKLEENE PREMIUM PRODUCTS, INC.



**MA. LUZ A. RULLAN**  
General Manager

# PHILIPPINE HEALTH INSURANCE CORPORATION

## COST DISTRIBUTION FOR JANITORIAL SERVICES

FOR CY 2012

### SERVICE OFFICES (Abra, Benguet, Ifugao, Kalinga, Mt. Province)

\*\*\*Minimum Wage = P229.00/day

COLA 26.00/day

6 days Per Week/8 hrs Per Day or 314 days per Year

Per Month

Per Year

I.	AMOUNT DIRECTLY TO UTILITY AIDE			
	Basic Salary	P	5,992.17	71,906.08
	COLA		680.33	8,164.00
	13th Month Pay		499.35	5,992.16
	5 days Service Incentive Leave		95.42	1,145.00
	Uniform Allowance		100.00	1,200.00
	Total amount directly to utility aide	P	7,367.26	88,407.17
II.	AMOUNT TO GOVERNMENT IN FAVOR OF UTILITY AIDE			
	A. SSS Premium Contribution	P	494.70	5,936.40
	B. Pag-Ibig Fund		100.00	1,200.00
	C. Philhealth Contribution		62.50	750.00
	D. State Insurance Fund		10.00	120.00
	E. Retirement Benefit		423.28	5,079.32
	TOTAL AMOUNT OF GOVERNMENT IN FAVOR OF UTILITY AIDE	P	1,090.48	13,085.75
III.	TOTAL AMOUNT TO UTILITY AIDE & GOVERNMENT	P	8,457.74	101,492.88
IV.	Admin. Cost & Contractor's Share	P	50.00	600.00
	Equipment Depreciation	P	15.00	180.00
	Total cost (III & IV)	P	8,522.74	102,272.88
V.	Supplies	P	177.33	2,127.96
	Sub-total	P	8,700.07	104,400.84
VI.	VAT 12%	P	1,044.01	12,528.12
VII.	Contract rate/head	P	9,744.08	116,928.96
	No. of Utility Aide		5	5
VIII.	Contract rate for five (5) utility aide	P	48,720.40	584,644.80

MCKLEENE PREMIUM PRODUCTS, INC.

  
**MA. LUZ A. RULLAN**  
General Manager

# PHILIPPINE HEALTH INSURANCE CORPORATION

## COST DISTRIBUTION FOR JANITORIAL SERVICES

FOR CY 2012

### SERVICE OFFICE (Baguio)

\*\*\*Minimum Wage = P235.00/day

COLA

37.00/day

6 days Per Week/8 hrs Per Day or 314 days per Year

Per Month

Per Year

I.	AMOUNT DIRECTLY TO UTILITY AIDE			
	A. Basic Salary	P	6,149.17	73,790.08
	B. COLA		968.17	11,618.08
	C. 13th Month Pay		512.43	6,149.14
	D. 5 days Service Incentive Leave		97.92	1,175.00
	E. Uniform Allowance		100.00	1,200.00
	Total amount directly to utility aide	P	7,827.68	93,932.17
II.	AMOUNT TO GOVERNMENT IN FAVOR OF UTILITY AIDE			
	A. SSS Premium Contribution	P	530.00	6,360.00
	B. Pag-ibig Fund		100.00	1,200.00
	C. Philhealth Contribution		75.00	900.00
	D. State Insurance Fund		10.00	120.00
	E. Retirement Benefit		434.37	5,212.48
	TOTAL AMOUNT OF GOVERNMENT IN FAVOR OF UTILITY AIDE	P	1,149.37	13,792.45
III.	TOTAL AMOUNT TO UTILITY AIDE & GOVERNMENT	P	8,977.05	107,724.60
IV.	Admin. Cost & Contractor's Share	P	50.00	600.00
	Equipment Depreciation	P	15.00	180.00
	Total cost (III & IV)	P	9,042.05	108,504.60
V.	Supplies	P	177.33	2,127.96
	Sub-total	P	9,219.38	110,632.56
VI.	VAT 12%	P	1,106.33	13,275.96
VII.	Contract rate/head	P	10,325.71	123,908.52
	No. of Utility Aide		1	1
VIII.	Contract rate for one (1) utility aide	P	10,325.71	123,908.52

MCKLEENE PREMIUM PRODUCTS, INC.



**MA. LUZ A. RULLAN**

General Manager

# PHILIPPINE HEALTH INSURANCE CORPORATION

## SERVICE OFFICES (Apayao and Buguias)

I	Equipment Depreciation	P	<u>50.00</u>	<u>600.00</u>
II	Supplies	P	<u>145.33</u>	<u>1,743.96</u>
	Sub-total	P	<u>195.33</u>	<u>2,343.96</u>
III	VAT 12%	P	<u>23.44</u>	<u>281.28</u>
IV	Contract rate/service desk	P	<u>218.77</u>	<u>2,625.24</u>
	No. of Service Desk		<u>2</u>	<u>2</u>
V	Contract rate for two (2) service desk	P	<u><u>437.54</u></u>	<u><u>5,250.48</u></u>

MCKLEENE PREMIUM PRODUCTS, INC.



**MA. LUZ A. RULLAN**  
General Manager



**SUPPLIES**

**REGIONAL OFFICE**

PERIOD	SUPPLIES	UNIT	QUANTITY	TOTAL	UNIT COST	TOTAL COST	TOTAL MONTHLY
Monthly	Clorox	Gallon	2	24	10.00	240.00	20.00
	Deodorant Cake	Dozen	2	24	10.00	240.00	20.00
	Dishwashing Paste	400 grams	4	48	10.00	480.00	40.00
	Emulsion Wax (Concentrate)	Gallon	4	48	10.00	480.00	40.00
	Furniture Polish (Pledge)	Bottle	1	12	10.00	120.00	10.00
	Foot Rug	Pieces	2	24	10.00	240.00	20.00
	Garbage Bag XL	Pieces	60	720	1.00	720.00	60.00
	Garbage Bag Small	Pieces	30	360	1.00	360.00	30.00
	Powder Soap	Kilo	3	36	10.00	360.00	30.00
	Scotch Brite	Pieces	3	36	10.00	360.00	30.00
	Toilet Bowl Cleaner	Gallon	2	24	10.00	240.00	20.00
	Toilet Paper (ORVP)	Rolls /18 rolls	36	432	10.00	4,320.00	360.00
	Paper Towel (ORVP)	Pack	3	36	10.00	360.00	30.00
	Tissue -Kleenex (ORVP)	Box	2	24	10.00	240.00	20.00
	Liquid Hand Soap (ORVP)	Gallon	1	12	10.00	120.00	10.00
	Hand Towel	Pieces	6	72	10.00	720.00	60.00
	Mop Head	Piece	3	36	10.00	360.00	30.00
Quarterly	Hand Gloves	Pairs	3	12	10.00	120.00	10.00
	Baygon Pest Control	Bottle	2	8	10.00	80.00	6.67
	Dipper	Pieces	2	8	10.00	80.00	6.67
	Dusting Rugs (Pranela)	Pieces	10	40	10.00	400.00	33.33
Semestral	Dust Pan	Pieces	3	6	10.00	60.00	5.00
	Spray Gun	Pieces	3	6	10.00	60.00	5.00
	Stripping Pad	Pieces	2	4	10.00	40.00	3.33
	Soft Broom	Pieces	3	6	10.00	60.00	5.00
	Stick Broom	Pieces	3	6	10.00	60.00	5.00
	Bowl Brush	Pieces	2	4	10.00	40.00	3.33
	Bowl Pump	Pieces	2	4	10.00	40.00	3.33
	Mop Handle	Pieces	3	6	10.00	60.00	5.00
	Foot Rug	Pieces	2	4	10.00	40.00	3.33
	Polishing Pad (Brown) # 14	Pieces	2	4	10.00	40.00	3.33

**TOTAL SUPPLIES MONTHLY**

**928.33**

**TOTAL SUPPLIES MONTHLY/ UTILITY AIDE**

**232.08**

**MCKLEENE PREMIUM PRODUCTS, INC.**

**MA. LUZ A. RULLAN**

**General Manager**

**SUPPLIES**

**SIX (6) SERVICE OFFICES**

PERIOD	SUPPLIES	UNIT	QUAN TITY	TOTAL	X 6 Service Offices	UNIT COST	TOTAL COST	MONTHLY
Monthly	Clorox	Gallon	1	12	72	10.00	720.00	60.00
	Dishwashing Paste	400 grams	1	12	72	10.00	720.00	60.00
	Dusting Rugs (Pranela)	Pieces	1	12	72	10.00	720.00	60.00
	Emulsion Wax	Gallon	1	12	72	10.00	720.00	60.00
	Foot Rugs	Pieces	2	24	144	10.00	1,440.00	120.00
	Garbage Bag, XL	Pieces	24	288	1728	1.00	1,728.00	144.00
	Hand Towel	Pieces	1	12	72	10.00	720.00	60.00
	Mop Head	Pieces	1	12	72	10.00	720.00	60.00
	Powder Soap	Kilo	1	12	72	10.00	720.00	60.00
	Scotch Brite	Pieces	2	24	144	10.00	1,440.00	120.00
	Toilet Bowl Cleaner	Gallon	1	12	72	10.00	720.00	60.00
Quarterly	Deodorant Cake	Dozen	1	4	24	10.00	240.00	20.00
	Dust Cleaner	Pieces	1	4	24	10.00	240.00	20.00
	Baygon Pest Control	Bottle	1	4	24	10.00	240.00	20.00
	Polishing Pad (Brown) "14	Pieces	1	4	24	10.00	240.00	20.00
	Stripping Pad (Black)	Pieces	1	4	24	10.00	240.00	20.00
	Bowl Pump	Pieces	1	4	24	10.00	240.00	20.00
	Soft Broom	Pieces	1	4	24	10.00	240.00	20.00
Semetral	Stick Broom	Pieces	1	4	24	10.00	240.00	20.00
	Dust Pan	Pieces	1	4	24	10.00	240.00	20.00
	Mop Handle	Pieces	1	4	24	10.00	240.00	20.00


**TOTAL SUPPLIES MONTHLY**

**1,064.00**

**TOTAL SUPPLIES MONTHLY/ UTILITY AIDE**

**177.33**

MCKLEENE PREMIUM PRODUCTS, INC.

  
**MA. LUZ A. RULLAN**  
 General Manager


SUPPLIES

TWO (2) SERVICE DESKS

PERIOD	SUPPLIES	UNIT	QUAN TITY	TOTAL	X 2 Service Desks	UNIT COST	TOTAL COST	MONTHLY
Monthly	Clorox	Gallon	1/2	6	12	10.00	120.00	10.00
	Dishwashing Paste	400 grams	1	12	24	10.00	240.00	20.00
	Dusting Rugs (Pranela)	Pieces	2	24	48	10.00	480.00	40.00
	Emulsion Wax	Gallon	1/2	6	12	10.00	120.00	10.00
	Foot Rugs	Pieces	2	24	48	10.00	480.00	40.00
	Garbage Bag, XL	Pieces	12	144	288	1.00	288.00	24.00
	Hand Towel	Pieces	1	12	24	10.00	240.00	20.00
	Mop Head	Pieces	1	12	24	10.00	240.00	20.00
	Powder Soap	Kilo	1	12	24	10.00	240.00	20.00
	Scotch Brite	Pieces	1	12	24	10.00	240.00	20.00
	Toilet Bowl Cleaner	Gallon	1/2	6	12	10.00	120.00	10.00
Quarterly	Deodorant Cake	Dozen	1/2	2	4	10.00	40.00	3.33
	Baygon Pest Control	Bottle	1	4	8	10.00	80.00	6.67
	Furniture Polish	Bottle	1	4	8	10.00	80.00	6.67
	Bowl Pump	Pieces	1	4	8	10.00	80.00	6.67
	Soft Broom	Pieces	2	8	16	10.00	160.00	13.33
Semetral	Dust Pan	Pieces	1	4	8	10.00	80.00	6.67
	Mop Handle	Pieces	1	4	8	10.00	80.00	6.67
	Stick Broom	Pieces	1	4	8	10.00	80.00	6.67

TOTAL SUPPLIES MONTHLY	290.67
TOTAL SUPPLIES MONTHLY/ UTILITY AIDE	145.33

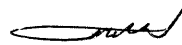
MCKLEENE PREMIUM PRODUCTS, INC.

  
**MA. LUZ A. RULLAN**  
General Manager

**EQUIPMENT**

UNIT	OFFICE	NO. OF UNITS
Electric Floor Polisher	Regional Office	1
	Service Offices	6
	Service Desks	2
Vacuum Cleaner	Regional Office	1
	Service Offices	6
	Service Desks	2
Mop Squeezer	Regional Office	1
	Service Offices	6
	Service Desks	2

MCKLEENE PREMIUM PRODUCTS, INC.



**MA. LUZ A. RULLAN**

General Manager

## *Section VI*

# *Schedule of Requirements*



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

[illegible]

*[Signature]*

## *Section VII*

# *Technical Specifications*

*John*

# Technical Specifications

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





**Technical Specifications**  
**For the Procurement of Janitorial Services**  
**CY 2012**  
**--- COMPLY ---**

**I. OBJECTIVE**

**COMPLY**

To acquire a reputable supplier of janitorial services that will provide efficient janitorial services to the PhilHealth Regional Office – Cordillera Administrative Region (PhRO-CAR) that has a pool of well – trained personnel who are able to provide adequate reliable maintenance services to ensure orderliness and sanitation within the Office premises.

**COMPLY**

**II. BUDGET AND COVERAGE**

**COMPLY**

The engagement of a Janitorial Agency for this particular bidding shall be for the period CY 2012. The total budget for janitorial services for this engagement is **PhP 1,215,483.00**.

**COMPLY**

Areas that will be subject for Janitorial Service shall be the following but not limited to:

**COMPLY**

- 1) PhilHealth Regional Office - CAR, 4/F SSS Building, Harrison Road, Baguio City
- 2) Abra Service Office , Bangued, Abra
- ✓3) Apayao Service Desk , Luna, Apayao (supplies only)
- 4) Baguio Service Office, Bolifacio St., Baguio City
- 5) Benguet Service Office, Buguias, Benguet
- ✓6) Buguias Service Desk , Buguias, Benguet (supplies only)
- 7) Ifugao Service Office, Lagawe, Ifugao
- 8) Kalinga Service Office, Tabuk , Kalinga
- 9) Mt. Province Service Office, Bontoc, Mt. Province

**COMPLY**

**COMPLY**

**COMPLY**

**COMPLY**

**COMPLY**

**COMPLY**

**COMPLY**

**COMPLY**

**COMPLY**

**III. SCOPE OF SERVICES**

**COMPLY**

**A. Daily Routine** . The daily routine services to be rendered by the janitors assigned by the Janitorial Agency shall include:

**COMPLY**

- a. Sweeping, dusting, mopping and polishing floors of all rooms, corridors, lobbies, stairs and entrances of areas which may be specified by the client; **COMPLY**
- b. Cleaning and wiping of all office tables, glass tops, furniture and fixtures, equipment, appliances, window ledges, counters, doorknobs, and glass partitions and doors; **COMPLY**
- c. Cleaning and sanitizing of comfort rooms and pantries, bath and kitchen sinks and removal of spots or stains from floors and other surfaces; **COMPLY**
- d. Fetching water and filling of containers in the comfort room when water is not available; **COMPLY**
- e. Cleaning driveways, parking spaces and immediate surroundings of the buildings ( if applicable); **COMPLY**
- f. Proper disposal of solid waste from various parts of the area assigned to the designated trash storage of the Office; **COMPLY**
- g. Upkeep of indoor potted plants; **COMPLY**
- h. Ensure that all exits and passageways are clear for any emergency; and **COMPLY**
- i. Operation of photocopying and duplicating machines. **COMPLY**

**B. Weekly Routine.** The weekly routine services to be rendered by the janitors assigned by the Janitorial Agency include:

**COMPLY**

- a. Spot scrubbing, dirt stain removal and cleaning of chairs, carpets and rugs; **COMPLY**
- b. Thorough cleaning, washing and scrubbing of all rooms and comfort room facilities; **COMPLY**
- c. Cleaning and polishing on the inner surfaces of all window glasses, sun baffles, walls, counters, light diffusers, picture frames and wall hangings; and **COMPLY**
- d. Washing , scrubbing, stripping, waxing and polishing floors. **COMPLY**

**C. Monthly Routine.** Monthly routine services to be rendered by janitors assigned by the Janitorial Agency include:

**COMPLY**

- a. Dusting and removing of cobwebs from ceiling of the premises; **COMPLY**
- b. Cleaning of ornamental plants and polishing of metal signs; **COMPLY**
- c. General cleaning of draperies and blinds; **COMPLY**
- d. Spraying of insecticides and other pest control activities; **COMPLY**
- e. Disinfecting of all bathrooms; and **COMPLY**
- f. Refilling of deodorizers in all bathrooms. **COMPLY**



- D. Quarterly Routine.** Quarterly routine services to be rendered by janitors assigned by the Janitorial Agency include: **COMPLY**
- a. Thorough and general cleaning of all areas; **COMPLY**
  - b. Thorough shampooing of all chairs **COMPLY**
- E. Miscellaneous Routine.** Miscellaneous routine services shall be rendered by janitors as per request of all the concerned units but not limited to : **COMPLY**
- a. Carrying, transporting or moving of office furniture, equipment, supplies within the office premises as may be assigned from time to time; **COMPLY**
  - b. Reporting to the Administrative Officer any damaged / leaking pipe plumbing, water and toilet facilities, electrical installations, and any damaged furniture and fixture that will need immediate repair. **COMPLY**
  - c. Providing comprehensive quarterly Pest Control services to the Regional Office. **COMPLY**

#### **IV. SUPPLIES, MATERIALS AND EQUIPMENT**

All supplies and materials to be provided by Janitorial Agency should be of guaranteed high – grade quality to ensure and maintain maximum cleaning results. It shall also deliver and provide all the needed supplies, materials and equipment as required per period (monthly, quarterly, semestral). All supplies shall be delivered to the Regional Office on the first week of every month /quarter/semester. PhRO-CAR shall likewise provide the different Service Offices with the needed supplies on a monthly and quarterly basis. **COMPLY**

The Janitorial Agency shall provide the following type and quantity of needed tools, supplies, materials and equipment: **COMPLY**

##### **EQUIPMENT**

UNIT	OFFICE	NO. OF UNITS
Electric Floor Polisher	Regional Office	1
	Service Offices	6
	Service Desks	2
Vacuum Cleaner	Regional Office	1
	Service Offices	6
	Service Desks	2
Mop Squeezer	Regional Office	1
	Service Offices	6
	Service Desks	2

##### **SUPPLIES**

##### **REGIONAL OFFICE**

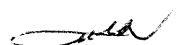
PERIOD	SUPPLIES	UNIT	QUANTITY
<b>Monthly</b>	Clorox	Gallon	2
	Deodorant Cake	Dozen	2
	Dishwashing Paste	400 grams	4
	Emulsion Wax (Concentrate)	Gallon	4
	Furniture Polish (Pledge)	Bottle	1

*[Handwritten signature]*

	Foot Rug	Pieces	2	COMPLY
	Garbage Bag XL	Pieces	60	COMPLY
	Garbage Bag Small	Pieces	30	COMPLY
	Powder Soap	Kilo	3	COMPLY
	Scotch Brite	Pieces	3	COMPLY
	Toilet Bowl Cleaner	Gallon	2	COMPLY
	Toilet Paper (ORVP)	Rolls/18 rolls	36	COMPLY
	Paper Towel (ORVP)	Pack	3	COMPLY
	Tissue -Kleenex (ORVP)	Box	2	COMPLY
	Liquid Hand Soap	Gallon	1	COMPLY
	Hand Towel	Pieces	6	COMPLY
	Mop Head	Piece	3	COMPLY
<b>Quarterly</b>	Hand Gloves	Pair	3	COMPLY
	Baygon Pest Control	Bottle	2	COMPLY
	Dipper	Pieces	2	COMPLY
	Dusting Rugs (Pranela)	Pieces	10	COMPLY
<b>Semestral</b>	Dust Pan	Pieces	3	COMPLY
	Spray Gun	Pieces	3	COMPLY
	Stripping Pad	Pieces	2	COMPLY
	Soft Broom	Pieces	3	COMPLY
	Stick Broom	Pieces	3	COMPLY
	Bowl Brush	Pieces	2	COMPLY
	Bowl Pump	Pieces	2	COMPLY
	Mop Handle	Pieces	3	COMPLY
	Foot Rug	Pieces	2	COMPLY
	Polishing Pad (Brown) #14	Pieces	2	COMPLY

**Six (6) SERVICE OFFICES**

PERIOD	SUPPLIES	UNIT	QUANTITY	
Monthly	Clorox	Gallon	1	COMPLY
	Dishwashing Paste	400 grams	1	COMPLY
	Dusting Rugs ( Pranela)	Pieces	1	COMPLY



	Emulsion Wax	Gallon	1	COMPLY
	Foot Rugs	Pieces	2	COMPLY
	Garbage Bag, XL	Pieces	24	COMPLY
	Hand Towel	Pieces	1	COMPLY
	Mop Head	Pieces	1	COMPLY
	Powder Soap	Kilo	1	COMPLY
	Scotch Brite	Pieces	2	COMPLY
	Toilet Bowl Cleaner	Gallon	1	COMPLY
<b>Quarterly</b>	Deodorant Cake	Dozen	1	COMPLY
	Dust Cleaner	Pieces	1	COMPLY
	Baygon Pest Control	Bottle	1	COMPLY
	Polishing Pad ( Brown) #14	Pieces	1	COMPLY
	Stripping Pad (Black)	Pieces	1	COMPLY
	Bowl Pump	Pieces	1	COMPLY
	Soft Broom	Pieces	1	COMPLY
<b>Semestral</b>	Stick Broom	Pieces	1	COMPLY
	Dust Pan	Pieces	1	COMPLY
	Mop Handle	Pieces	1	COMPLY

## TWO (2) SERVICE DESKS

COMPLY

PERIOD	SUPPLIES	UNIT	QUANTITY	
<b>Monthly</b>	Clorox	Gallon	1/2	COMPLY
	Dishwashing Paste	400 grams	1	COMPLY
	Dusting Rugs ( Pranela)	Pieces	2	COMPLY
	Emulsion Wax	Gallon	1/2	COMPLY
	Foot Rugs	Pieces	2	COMPLY
	Garbage Bag, XL	Pieces	12	COMPLY
	Hand Towel	Pieces	1	COMPLY
	Mop Head	Pieces	1	COMPLY
	Powder Soap	Kilo	1	COMPLY

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	Scotch Brite	Pieces	1	COMPLY
	Toilet Bowl Cleaner	Gallon	1/2	COMPLY
<b>Quarterly</b>	Deodorant Cake	Dozen	1/2	COMPLY
	Baygon Pest Control	Bottle	1	COMPLY
	Furniture Polish	Bottle	1	COMPLY
	Bowl Pump	Pieces	1	COMPLY
	Soft Broom	Pieces	2	COMPLY
<b>Semestral</b>	Dust Pan	Pieces	1	COMPLY
	Mop Handle	Pieces	1	COMPLY
	Stick Broom	Pieces	1	COMPLY

**V. UNIFORM AND IDENTIFICATION CARD** COMPLY

The janitors shall be provided by the Janitorial Agency with Uniform/T-Shirts and Identification (ID) cards. COMPLY

**VI. PERSONNEL REQUIREMENT, POSTING & SHIFTING** COMPLY

POST	NO. OF JANITORS	SCHEDULE		HOURS	DAYS / WEEK	
Regional Office	1	7:00 am	4:00 pm	8	6	COMPLY
	3	8:00 am	5:00 pm	8	6	COMPLY
Abra Service Office	1	As determined by the Chief Social Insurance Officer		8	6	COMPLY
Baguio Service Office	1			8	6	COMPLY
Benguet Service Office	1			8	6	COMPLY
Ifugao Service Office	1			8	6	COMPLY
Kalinga Service Office	1			8	6	COMPLY
Mt. Province Service Office	1			8	6	COMPLY
TOTAL	10					COMPLY

**VII. QUALIFICATION AND CONDITION** COMPLY

1. The Janitor to be assigned by the Janitorial Agency must possess the following qualification (Future Hires): COMPLY

- a. Filipino citizen
- b. 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; COMPLY
- c. At least high school graduate with training certificate on janitorial services; COMPLY
- d. Must have at least two (2) years experience as janitor; COMPLY
- e. Between 18 to 35 year of age; COMPLY
- f. Physically and mentally fit, as indicated in a neuro-psychiatric clearance from a component authority; and COMPLY

*[Signature]*

- g. Must have undergone drug test and found to be free from tetrahydrocannabinol, COMPLY  
metamphetamphetamine hydrochloride and other prohibited substances.
2. Regular janitors and / or reliever shall be screened by the Management Services Division (MSD) of PhRO-CAR. The following shall be submitted for evaluation: COMPLY
- a. Medical Certificate; COMPLY
  - b. NBI Clearance; COMPLY
  - c. Copy of Diploma of highest educational attainment and transcript of records if a college undergraduate; COMPLY
  - d. Copy of Birth Certificate; COMPLY
  - e. One copy of 2x2 picture and two (2) 1x1 pictures; COMPLY
  - f. Copy of latest premium contributions on SSS, PhilHealth and Pag-ibig; COMPLY
  - g. Drug Test Certification ; and COMPLY
  - h. Barangay and Police Clearance COMPLY
3. The janitor shall render satisfactory services from Mondays through Saturdays/Sundays, services to be certified by Administrative Officer and Chief Social Insurance Officers of the Service Offices where they are assigned, and submitted to the Management Services Division. COMPLY
4. The Janitorial Agency shall provide the client, through the Management Services Division, a complete list of its personnel assigned to work in PhRO-CAR and the Janitorial Agency shall not assign or allow any janitor to continue to work in the premises if they are not acceptable to the client. A written notice should also be given to the Office concerned whenever any of the janitors are to be removed or replaced. COMPLY
5. The Janitorial Agency shall provide relievers / replacements in cases of absences of any assigned janitor to ensure continuous and uninterrupted service. The Head of Office / Service Office must be informed accordingly. COMPLY
6. This Office reserves the right to request for an increase in the number of janitors or assign them to another Office if the exigency of the work requires. COMPLY
7. The Janitorial Agency shall deliver all the required supplies at the beginning of the period (month/quarter/semester) to the Management Services Division. COMPLY
8. The Janitorial Agency together with its employees agree with the performance and janitorial requirements of PhRO-CAR in general and in the Service Office where they are assigned at all times and comply promptly with directives, instructions and existing rules and regulations of PhRO-CAR. COMPLY
9. The Janitors shall be under the supervision of the Management Services Division. Before they assume their functions, an orientation on the scope of services, responsibility, rules and regulations of PhRO-CAR and other related matters shall be conducted by the Management Services Division. No janitor shall assume his/her post without the Orientation. COMPLY
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. COMPLY
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. COMPLY
12. Any janitor who may be found and considered undesirable and incompetent by the Head of Office / Service Offices concerned shall be replaced by the janitorial Agency immediately upon receipt of request and verification. COMPLY
13. The Client has the right to recommend janitors in their respective Offices. COMPLY
14. The Janitorial Agency has to conduct a quarterly monitoring in the Offices where their personnel are posted. COMPLY
15. The Janitorial Agency should establish an office in Baguio City. COMPLY
- VIII. WAGE AND SALARY ( Please refer to Annexes A and B)** COMPLY
- IX. MISCELLANEOUS CONDITIONS** COMPLY
- The Janitorial Agency must submit the following to the client: COMPLY



1. Organizational Set- up.
2. Housekeeping Plan

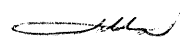
COMPLY

COMPLY

**X. PERIOD OF CONTRACT**

COMPLY

A contract for janitorial services for one year period shall be entered into by the PhilHealth Regional Office – Cordillera Administrative Region (PhRO-CAR) with the winning bidder and shall take effect upon perfection of the Contract. **COMPLY**



# PHILHEALTH REGIONAL OFFICE-CAR --- COMPLY --- COST DISTRIBUTION FOR JANITORIAL SERVICES FOR CY 2012

**RATE**  
**229.00**

\*Minimum Wage=P 229.00/day; COLA P 26.00/day  
 (MT. PROVINCE, ABRA AND OTHER MUNICIPALITIES OF BENGUET, IFUGAO, KALINGA AND APAYAO RATE)

6 Days Per Week/18 hours Per Day

No. of Days

Rate

PER YEAR

PER MONTH

## AMOUNT DIRECTLY TO UTILITY AIDE

### A. Annual Pay

Ordinary Working Days	299
Regular Holidays	11
Special Holidays	4
<b>Total No. of Days/Year</b>	<b>314</b>

COLA-RB-CAR 12 and 13

### B. 13th Month Pay

Basic Minimum Wage x Average No. of Days Per Month

Total No. of Days in One Year	314
Divide by:	12 mos.
Average No. of Days Per Month*	26.17

### C. Mandatory: 5 Days Incentive Pay

Basic Minimum Wage x 5 Days

### E. Uniform Allowance

Total Amount Directly to Utility Aide

## AMOUNT TO GOVERNMENT IN FAVOR OF UTILITY AIDE

### A. SSS Premium Contribution

\*\*Based on Salary Bracket as computed below:

Basic Pay:	PHP 5,992.17
COLA	PHP 680.33
5 Days Incentive Pay	95.42
Uniform Allowance	100.00
<b>Total:</b>	<b>PHP 6,867.92</b>

- B. Pag-Ibig Fund
- C. Philhealth Contribution
- D. State Insurance Fund

Based on Salary Bracket of Php 5,000.00-5,999.00

1,200.00	100.00
750.00	62.50
120.00	10.00

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E. Retirement Benefit

*\*\*Computation based on Handbook on Workers' Statutory Monetary Benefits" which shall include the following:*

- 15 days salary based on latest salary rate
  - Cash equivalent of 5 days of service incentive leave
  - 1/12 of the 13th month pay or 22.5 days
- Total Retirement Benefit\*\*

P 229.00 x 15 days=  
P 229.00 x 5 days=  
P 5,992.17 x 1/12 =

PHP 3,435.00	PHP 286.25
1,145.00	95.42
499.35	41.61
<b>PHP 5,079.35</b>	<b>PHP 423.28</b>
PHP 13,085.75	PHP 1,090.48
<b>PHP 101,492.91</b>	<b>PHP 8,457.74</b>

Total Amount to Government in Favor of Utility Aide

TOTAL AMOUNT TO UTILITY AIDE AND GOVERNMENT

# PHILHEALTH REGIONAL OFFICE-CAR COST DISTRIBUTION FOR JANITORIAL SERVICES FOR CY 2012

**RATE**  
**235.00**

**\*\*Minimum Wage=P 235.00/day; COLA P 37.00/day  
(BAGUIO CITY, LA TRINIDAD, TUBA, ITOGON AND SABLAN RATE)**

6 Days Per Week/8 hours Per Day

No. of Days

Computation of Rate

Rate

Total Cost

One (1) Utility Aide

PER YEAR

AMOUNT DIRECTLY TO UTILITY AIDE

## **A. Annual Pay**

Ordinary Working Days  
Regular Holidays  
Special Holidays  
**Total No of. Days/Year**

299  
11  
4  
**314**

(P 235.00 x 100%) =  
(P 235.00 x 100%) =  
(P 235.00 x 100%) =

PHP 235.00  
PHP 235.00  
PHP 235.00

PHP 70,265.00  
2,585.00  
940.00  
**PHP 73,790.00**

**c=(axb)**

**d=(c/12 mos.)**

PHP 5,855.42  
PHP 215.42  
PHP 78.33  
**PHP 6,149.17**

**COLA-RB-CAR 12 and 13**

(P 37.00 x 314 days) =

**PHP 11,618.00**

## **B. 13th Month Pay**

Basic Minimum Wage x Average No. of Days Per Month

Total No. of Days in One Year

314

Divide by:

12 mos.

Average No. of Days Per Month\*

26.17

(P 235.00 x 26.17\* days) =

**PHP 6,149.17**

**PHP 512.43**

## **C. Mandatory: 5 Days Incentive Pay**

Basic Minimum Wage x 5 Days

(P 235.00 x 5 days) =

**PHP 1,175.00**

**PHP 97.92**

## **E. Uniform Allowance**

Total Amount Directly to Utility Aide

**PHP 1,200.00**

**PHP 100.00**

AMOUNT TO GOVERNMENT IN FAVOR OF UTILITY AIDE

## **A. SSS Premium Contribution**

\*\*Based on Salary Bracket as computed below:

Basic Pay:

COLA

5 Days Incentive Pay

Uniform Allowance

Total:

PHP 6,149.17  
PHP 968.17  
97.92  
100.00  
**PHP 7,315.25**

SSS Circular No. 22-P

**B. Pag-Ibig Fund**  
**C. Philhealth Contribution**  
**D. State Insurance Fund**

Based on Salary Bracket of Php 6,000.00-6,999.00

**1,200.00**  
**900.00**  
**120.00**

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E. Retirement Benefit

**\*\*Computation based on Handbook on Workers' Statutory Monetary Benefits" which shall include the following:**

- 15 days salary based on latest salary rate
  - Cash equivalent of 5 days of service incentive leave
  - 1/12 of the 13th month pay or 22.5 days
- Total Retirement Benefit\*\*

**Total Amount to Government in Favor of Utility Aide**

**TOTAL AMOUNT TO UTILITY AIDE AND GOVERNMENT**

COMPLY

P 235.00 x 15 days=  
P 235.00 x 5 days=  
P 6,149.17 x 1/12 =

PHP 3,525.00	PHP 293.75
1,175.00	97.92
512.43	42.70
PHP 5,212.43	PHP 434.37
PHP 13,792.43	PHP 1,149.37
PHP 107,724.60	PHP 8,977.05

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## ***Section IV***

# ***General Conditions of the Contract***

## 1. Definitions

34.3. 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.

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

35.1. 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.

- 35.2. 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 35.1(a).

### **36. 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.

### **37. Governing Law and Language**

- 37.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 37.2. 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.

### **38. Notices**

- 38.1. 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.
- 38.2. 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 38.1.

### **39. Scope of Contract**

- 39.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 39.2. 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**.

### **40. Subcontracting**

- 40.1. 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.
- 40.2. 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.

#### **41. Procuring Entity's Responsibilities**

- 41.1. 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.
- 41.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 39.

#### **42. Prices**

- 42.1. 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.
- 42.2. 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 62.

#### **43. Payment**

- 43.1. 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 50.
- 43.2. 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 39.2, and upon fulfillment of other obligations stipulated in this Contract.
- 43.3. Pursuant to **GCC** Clause 43.2, 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.
- 43.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

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

- 44.1. 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.
- 44.2. 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.

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

## **45. 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.

## **46. Performance Security**

- 46.1. 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.
- 46.2. 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.
- 46.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 46.4. 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.
- 46.5. 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.

#### **47. Use of Contract Documents and Information**

- 47.1. 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.
- 47.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 47.1 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.

#### **48. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in 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.

#### **49. Inspection and Tests**

- 49.1. 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.
- 49.2. 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.
- 49.3. 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.
- 49.4. 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 38.
- 49.5. 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.

## **50. Warranty**

- 50.1. 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.
- 50.2. 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.
- 50.3. 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.
- 50.4. 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.
- 50.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 50.4, 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.

## **51. Delays in the Supplier's Performance**

- 51.1. 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.
- 51.2. 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 55, 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.
- 51.3. Except as provided under **GCC** Clause 55, 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 52, unless an extension of time is agreed upon pursuant to **GCC** Clause 62 without the application of liquidated damages.

## **52. Liquidated Damages**

Subject to **GCC** Clauses 51 and 55, 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 56, without prejudice to other courses of action and remedies open to it.

### **53. Settlement of Disputes**

- 53.1. 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.
- 53.2. 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.
- 53.3. 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.
- 53.4. 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."
- 53.5. 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.

### **54. Liability of the Supplier**

- 54.1. 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.
- 54.2. 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.

### **55. Force Majeure**

- 55.1. 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*.
- 55.2. 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.

- 55.3. 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*.

## **56. Termination for Default**

- 56.1. 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.
- 56.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 56 to 59, 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.
- 56.3. 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.

## **57. 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.

## **58. Termination for Convenience**

- 58.1. 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.
- 58.2. 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
  - (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.
- 58.3. 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.

## **59. Termination for Unlawful Acts**

- 59.1. 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.

## **60. Procedures for Termination of Contracts**

- 60.1. 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;
  - (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.

## **61. 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.

## **62. 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.

### **63. Application**

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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## *Section V*

# *Special Conditions of Contract*

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## ***Special Conditions of Contract***

<b>GCC Clause</b>	
1.1(g)	The Procuring Entity is PhilHealth Regional Office – CAR
1.1(i)	The Supplier is _____
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through the approved CAPEX of PhilHealth – CAR’s COB for CY 2012 in the amount of P 1,215,483.00.
1.1(k)	The Project Site is PhilHealth Regional Office – CAR 4F SSS Bldg., Harrison Rd., Baguio City.
5.1	<p>The Procuring Entity’s address for Notices is:</p> <p style="text-align: center;">Bids and Awards Committee PhilHealth Regional Office – CAR 4F SSS Bldg., Harrison Rd., Baguio City Tel. No. (074) 444-8361 loc. 4006/444-5345</p> <p>The Supplier’s address for Notices is:</p>
6.2	<p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;</li> <li>(iii) Original Supplier’s factory inspection report;</li> <li>(iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;</li> <li>(v) Original and four copies of the certificate of origin (for imported Goods);</li> <li>(vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;</li> <li>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and</li> <li>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.</li> </ul> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ul>

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

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### **Spare Parts –**

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

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

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of three (3) years.

Other spare parts and components shall be supplied as promptly as possible, but in any case within seven (7) days of placing the order.

#### **Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**Insurance –**

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

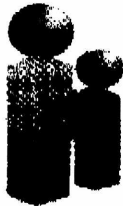
**Transportation –**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment

	<p>and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with <b>GCC</b> Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Patent Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	“Not applicable”
13.4©	“No further instructions”.
16.1	The inspections and tests that will be conducted are specified in Section VII. Technical Specifications.
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is three (3) calendar days.
21.1	“No additional provision.”



Republic of the Philippines  
**PHILIPPINE HEALTH INSURANCE CORPORATION**  
PHILHEALTH REGIONAL OFFICE - CORDILLERA ADMINISTRATIVE REGION  
Office of the Regional Vice President  
4<sup>th</sup> Flr., SSS Building, Harrison Rd., Baguio City  
Tel. No. (074) 444-8361 T/F 444-8862  
www.philhealth.gov.ph

**NOTICE OF AWARD**

December 23, 2011

**MS. MA. LUZ A. RULLAN**

General Manager

**MCKLEENE PREMIUM PRODUCTS, INC.**

# 16 General Luna St., San Fernando City  
La Union

Dear Ms. Rullan:

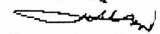
We would like to notify you that your Bid dated December 5, 2011 for the procurement of Janitorial Services for CY 2012, for the Contract Price of One Million Two Hundred Twelve Thousand Three Hundred Eighty One and 24/100 (P 1,212,381.24), is hereby accepted.

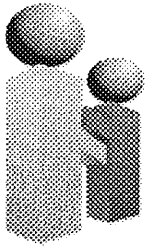
You are hereby required to provide within (10) days the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

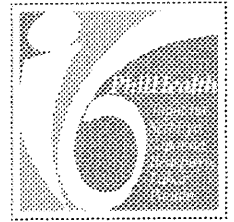
  
**LEO DOUGLAS V. CARDONA JR., MD. CSE**  
Regional Vice President

Received by:

  
Ma. Luz A. Rullan  
December 27, 2011



Republic of the Philippines  
**PHILIPPINE HEALTH INSURANCE CORPORATION**  
PHILHEALTH REGIONAL OFFICE – CORDILLERA ADMINISTRATIVE REGION  
Office of the Regional Vice President  
4<sup>th</sup> Flr., SSS Building, Harrison Rd., Baguio City  
Tel. No. (074)444-8361 T/F 444-9862  
www.philhealth.gov.ph



## NOTICE TO PROCEED

January 6, 2012

MISS MA. LUZ A. RULLAN  
General Manager  
McKleene Premium Products  
#16 General Luna Street  
San Fernando City, La Union

Dear Ms. Rullan:

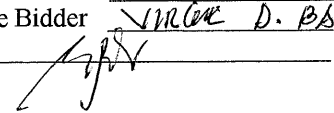
The attached Contract Agreement having been approved, notice is hereby given to McKleene Premium Products that work may commence on Janitorial Services, effective on February 1, 2012.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to PhilHealth Regional Office – CAR.

Very truly yours,

  
LEO DOUGLAS V. CARDONA JR., MD. CSE  
Regional Vice President

I acknowledge receipt of this Notice on JAN 7, 2012  
Name of Representative of the Bidder MICHEL D. BASCO  
Authorized Signature 

**PhilHealth**

PERFORMING HIGH WITH INTEGRITY AND COMPETENCE

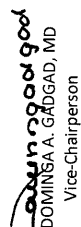
PhilHealth Regional Office - CAR  
ABSTRACT OF BIDS

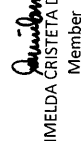
Project Name : Procurement of Janitorial Services for CY 2012  
Project Location : PhilHealth Regional Office-CAR  
Approved Budget for the Contract : P 1,215,483.00  
Date, Time & Place of Bid Opening : December 5, 2011, 1:01pm  
PhilHealth Regional Office - CAR

Checklist of Bidding Documents		BIDDERS		
1st Envelope		Mckleene, Premium Products	Carebest Janitorial Services	Ability Manpower & Janitorial Services
<b>Class "A" Documents</b>				
<b>Legal Documents</b>				
1) Registration Certificate from SEC, DTI for sole proprietorship or CDA for Cooperatives		authentic	authentic	authentic
2) Current Mayor's Permit		authentic	authentic	authentic
<b>Technical Documents</b>				
Statement of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, w/n the relevant period as provided i		complied	complied	complied
<b>Financial Documents</b>				
4) Audited Financial Statements stamped "RECEIVED" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission		Assets = P 5,655,339.20 Liabilities = P 1,188,660.48 S/E = P 4,466,678.72	Assets = P 53,362,876.00 Liabilities = P 35,291,274.00 S/E = P 18,071,602.00	Assets = P 806,701.56 Liabilities = P 2,934.00 S/E = P 803,766.81
5) NFCC or a commitment from a Universal or Commercial Bank to extend a Credit Line in favor of the prospective bidder if awarded the contract to be bid (CLC)		NFCC = P 50,865,882.36	NFCC = P 310,126,621.75	NFCC = P 3,729,981.56
<b>Class "B" Documents</b>				
6) Valid joint venture agreement, if applicable		n/a	n/a	n/a
7) Bid Security		Manager's Check = P 24,310.00	Surety Bond = P61,000.00	Surety Bond = P62,500.00
8) Technical Specifications		complied	complied	complied
9) Omnibus Sworn Statement prescribed by the GPPB		complied	complied	complied
<b>Financial Documents</b>				
1) Bid Form				
* Price Quotation		P 1,212,381.24	P 1,215,476.36	P 1,215,483.00

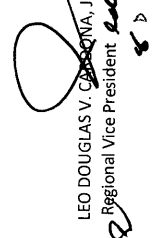
This is to certify that the bidding was in accordance with RA 9184. A post qualification is conducted by the TWG (please see attached supporting documents).

  
LILY D. LIMJAGON  
Chairperson

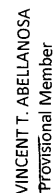
  
IMELDA CRISTETA D. VILLAMAR  
Vice-Chairperson

  
IMELDA CRISTETA D. VILLAMAR  
Member

APPROVED BY:

  
LEO DOUGLAS V. CARASIGNA, JR., MD, CSE  
Regional Vice President

  
VINCENT T. ABELLANOSA  
Provisional Member

  
VINCENT T. ABELLANOSA  
Provisional Member