

CONTRACT FOR THE SUPPLY AND DELIVERY
OF SIX (6) UNITS AIRCONDITIONING UNIT

CN-1209044

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation created pursuant to Republic Act No. 7875, with regional office at the G/F Lynzee's Building, 766 J. Rosales Avenue, Butuan City, represented by JOHNNY Y. SYCHUA, Regional Vice President hereinafter referred to as "OBLIGEE",

and

Sammy's Airconditioning Refrigeration Services and Repair Shop, with address at Unit 5, The Courtyard Building, Airport Road, Tagbilaran City represented by MA. NENA WONG TUMABANG the Proprietor, hereinafter referred to as the "OBLIGOR".

WITNESSETH

WHEREAS, a public re-bidding was held in G/F Lynzee's Building J. Rosales Ave., Butuan City for the Procurement of six (6) units Airconditioning Unit;

WHEREAS, the OBLIGOR bid proposal on Public Re-bidding for Procurement of six (6) units Airconditioning Unit was adjudged as the most advantageous and favorable to PhilHealth-Caraga based on the consolidated technical and financial evaluation of all received bids. A copy of post qualification evaluation report is hereto attached as Annex "B" and made an integral part of this contract;

WHEREAS, OBLIGEE issued a Notice of Award dated September 13, 2012 to OBLIGOR as the winning proponent in the recently concluded bidding process;

WHEREAS, the following documents shall be deemed to form and be read and construed as part of this Agreement:

- (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;
- (f) the Entity's Notification of Award.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree, on the following terms and conditions, to wit:

ARTICLE I

OBLIGATIONS OF OBLIGOR

1. Deliver the goods for the Public Re-bidding of Procurement of six(6) units Airconditioning Unit at the grand total cost of **Four Hundred Sixty Thousand Seven Hundred Twenty Two Pesos Only (P 460,722.00)**, inclusive of all taxes, broken down as follows:

Qty	Units	Item	Price per unit	Total Price
6	units	Split/floor mounted 3.0 Tonner Airconditioning Unit	62,150.00	372,900.00
		Cost of local labor, raw materials and components	87,822.00	87,822.00
		Distribution : - 1 unit for LHIO Bislig City - 1 unit for LHIO Tandag City		

		- 1 unit for LHIO San Francisco, Agu. Sur - 2 units for LHIO Surigao City - 1 unit for Regional Office		
GRAND TOTAL				460,722.00

2. Warrant the following:
 - 2.1 That the items or equipment delivered are compliant to the required specification/s as stated under the financial and the technical proposals. During the inspection, if the item/s will not comply with the required specification/s a replacement equivalent or higher to the required specification will be provided, otherwise, a Waiver will be executed.
 - 2.2 That the equipment supplied are free from defects due to design or workmanship. The items shall be free from any apparent defects or bugs prior to acceptance.
 - 2.3 Warranty for all equipment components, peripherals and other devices of equipment supplied shall take effect upon the issuance of a letter of acceptance from the PRO Caraga representative/s. The warranty feature also includes parts and services/labor applied thereon. That all units to be delivered are sealed with a warranty sticker and such sticker will be replaced after the said unit has gone repair by a technical representative represented by both parties.
 - 2.4 The on call support must be available 24 hours a day, 7 days a week. A one-hour response time (through telephone call) must be provided. When the problem cannot be solved by an on-call support, troubleshooting must be done on-site. Service response time must be within eight (8) hours for all server equipment and all their components. During the hardware repair, testing may be done on-site to know the extent of the problem. All components beyond repair shall be replaced at no cost to the obligee during the effectivity and conditions of the warranty.
 - 2.5 One (1) Year warranty for the Airconditioning units including its compressor and its spare parts. Other defects of parts of aircon, consultation and repair, and regular cleaning shall be provided within the warranty period.
 - 2.6 Provide to the obligee service unit of the same specifications or higher if the unit cannot be repaired within eight (8) hours. The vendor must shoulder all expenses of the technical person(s) who will be providing the technical service on-site.
 - 2.7 Provide User Manual Technical/Reference Materials and System Manuals, Troubleshooting and installation guide, in hard and/or soft copy;
 - 2.8 Provide training free of charge (these include food and transportation for the trainer at PRO-Caraga).

ARTICLE II

ASSURANCE OF FAITHFUL OBLIGATION

In order to assure that defects arising from normal wear and tear during the specified warranty period shall be corrected, the faithful obligation shall be covered by either retention money or special bank guarantee in an amount equivalent to at least ten (10) percent of the contract price. The said amount shall only be released after the lapse of the warranty period.

ARTICLE III

OBLIGATIONS OF PHILHEALTH

OBLIGEE shall pay the sum of **Four Hundred Sixty Thousand Seven Hundred Twenty Two Pesos Only (P 460,722.00)** inclusive of all taxes, after complete delivery to and acceptance as to quantity and technical specifications by **OBLIGEE** of all items enumerated in paragraph 1, Article I, provided that withholding and other applicable taxes shall be deducted there from and remitted directly to the Bureau of Internal Revenue and to Butuan City Treasurer's Office. Items which will be subsequently rejected by **OBLIGEE** due to technical deficiency and will not be willingly replaced by the supplier shall not be paid by **OBLIGEE**.

ARTICLE IV
BREACH OF CONTRACT

Breach of any of the terms and conditions shall cause the cancellation of this contract and the guilty party shall be liable for damages, attorney's fees and cost of suit. Additionally, if the guilty party is **OBLIGOR**, it shall also cause the forfeiture of its performance security in favor of the government, without prejudice to the availment by obligee of other legal remedies under the premises.

Breach of Article I, paragraphs 1 and 2 including its subparagraphs, shall give **OBLIGEE** the option to rescind this contract and both parties shall be obliged to return what has been received pursuant to this contract. **OBLIGEE** shall exercise its option within thirty (30) calendar days from occurrence of the breach otherwise it shall be deemed as waived.

ARTICLE V
PENALTIES FOR LATE DELIVERY AND SERVICES

In case of delay in the delivery of the hardware and the services before the warranty lapses, **OBLIGOR** will pay a penalty equivalent to (0.1%) of the amount of the undelivered goods or delay on services (during the warranty period) per day of delay. The delivery and installation period to the **OBLIGEE** shall be within (30) thirty working days from the receipt of Notice to Proceed. The **OBLIGOR** can extend a maximum of ten (10) calendar days under the pains of liquidation damages to make good his delivery. Thereafter if the **OBLIGOR** has not completed delivery within the extended period, the undelivered balance shall be awarded to the next lowest and responsive bidder without prejudice to the imposition of the other sanctions as prescribed under RA 9184 and its IRR.

All deliveries by **OBLIGOR** shall be subject to inspection and acceptance by the PRO-Caraga. Rejected deliveries shall be construed as non-delivery of product (s) so ordered and shall be subject to liquidated damages.

ARTICLE VI
LIQUIDATED DAMAGES

In case/s when the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount at least equal to one-tenth (1/10) of one percent (0.1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned.

The procuring entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to the procuring entity concerned. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the procuring entity concerned shall automatically terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

ARTICLE VII
PERFORMANCE BOND

OBLIGOR hereby undertakes to furnish **OBLIGEE** a Performance Security in the form of surety bond guaranteed callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security in an amount equivalent to thirty percent (30%) of the total contract price or in the form of bank draft/guarantee or irrevocable letter of credit issued by a Universal or commercial bank in an amount equivalent to five percent (5%) of the total contract price or in the form of Cash or Cashier's/ Manager Check issued by a universal or commercial bank in an amount equivalent to five percent (5%) of the total contract price, as guarantee for the payment of any claim made by **OBLIGEE** for losses, liability, injury or damage arising from or growing out of supplies obligations under this contract, and for the faithful performance made by **OBLIGEE** of the covenants, obligations and undertaking assumed and agreed to by the parties hereunder, such bond to be and to remain in force until the period of prescription provided by law for filing such claim(s) or loss, liability, injury or damage shall have lapsed. Provided, however, that if any claim for any of the foregoing has been filed within the said period, then in any such case, said bond should continue.

ARTICLE VIII
SEPARABILITY CLAUSE

If any paragraph, sub-paragraph or part of this contract is declared contrary to law, public policy or otherwise declared invalid, such shall not affect the other paragraphs, sub-paragraphs or parts of said contract.

ARTICLES IX
MISCELLANEOUS PROVISIONS

The Bidding Documents, Terms of Reference (TOR), Bid Bulletin/s and other related issuances and the Bid Proposal shall form an integral part of this contract.

Amendment or revision of any provision herein found shall be upon mutual agreement and approval of both parties.

ARTICLES X
EFFECTIVITY

This contract shall take effect immediately upon signing hereof.

PHIC-PRO CARAGA
Obligee

By:

JOHNNY Y. SYCHUA
Regional Vice President
CTC No. 00728854
Issued on January 18, 2012
Issued at Butuan City

Sammy's Airconditioning Refrigeration Services & Repair Shop
Obligor

By:

MA. NENA WONG TUMABANG
Proprietor
CTC No. 19389734
Issued on 01-09-12
Issued at Tagbilaran City

Signed in the presence of:


JULIETA L. BARIQUIT
Fiscal Controller IV



ACKNOWLEDGEMENT

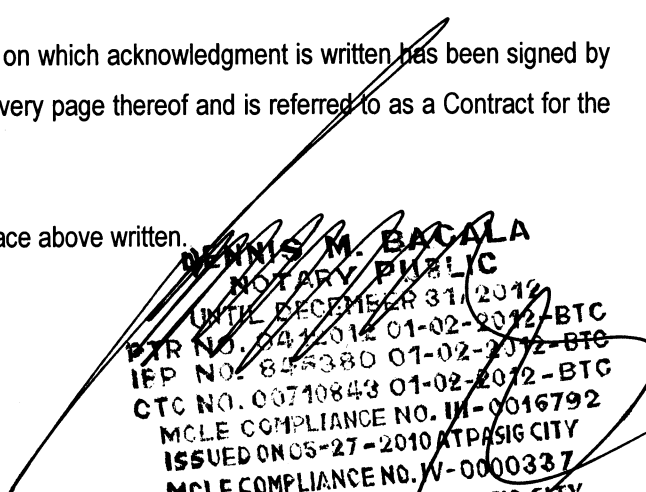
Republic of the Philippines }
City of Butuan } s.s.

BEFORE ME, this 02 day of OCT 2012, personally appeared the above – named persons known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and voluntary deed.

This instrument consisting of (5) pages, including this page on which acknowledgment is written has been signed by this parties and their instrumental witnesses on each and every page thereof and is referred to as a Contract for the Supply and Delivery of six (6) units Airconditioning Unit.


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

Doc. No. 31;
Page No. 34;
Book No. LXXV
Series of 2012.


DENNIS M. BACALA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2012
PTR NO. 0412012 01-02-2012-BTC
IFP NO. 845380 01-02-2012-BTC
CTC NO. 00710843 01-02-2012-BTC
MCLE COMPLIANCE NO. III-0016792
ISSUED ON 05-27-2010 AT PASIG CITY
MCLE COMPLIANCE NO. IV-0000337
ISSUED ON 08-27-2010 AT PASIG CITY
TIN: 922-239-702
ROLL NO. 46541


Republic of the Philippines }
City of Tagbilaran } s.s.

BEFORE ME, this 06 day of OCT 2012, personally appeared the above – named persons known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and voluntary deed.

 This instrument consisting of (5) pages, including this page on which acknowledgment is written has been signed by this parties and their instrumental witnesses on each and every page thereof and is referred to as a Contract for the Supply and Delivery of six (6) units Airconditioning Unit.

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

Doc. No. 365;
Page No. 31;
Book No. XII;
Series of 2012.


ATTY. HERMELO G. BUTRON
NOTARY PUBLIC
UNTIL DECEMBER 31, 2012
ROLL NO. 35720/TIN 129-169-177
IFP NO. 793714
PTR NO. 9140109
MCLE COMPLIANCE NO. IV-0001585

Annex B

Standard Form Number: SF-GOOD-44
Revised on: May 24, 2004

PUBLIC RE-BIDDING OF PROCUREMENT OF SIX (6) UNITS AIRCONDITIONING UNIT
Post-Qualification Evaluation Report

1. Name of Bidder : Sammy's Airconditioning and Refrigeration Services
2. Rank in the List of Bids : Single Calculated and Responsive Bid
3. Bid Price : P 460,722.00
4. Period of Post-Qualification : September 5, 2012
5. Results of Post-Qualification : Passed

Requirements		Parties consulted	Findings
Technical Component including Eligibility Envelope			
1	SEC Registration Certificate / Valid DTI Business Name Registration (sole proprietorship) / CDA for cooperatives		Complied
2	Valid Mayor's permit / municipal license of 2012 or municipality where the principal place of business of the prospective bidder is located		Complied
3	Statement of the Bidder of all its ONGOING & COMPLETED government and private similar contracts within the last two (2) years		Complied
4	Bidder's audited Financial Statement stamped "RECEIVED" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the immediately preceding calendar year, showing, among others, bidder's total and current assets and liabilities for the immediately preceding calendar year, which should not be earlier than two (2) years from the date of bid submission.		Complied
5	Bidder's computation for its Net Financial Contracting Capacity (NFCC), OR a commitment from a Universal or Commercial Bank to extend to it a credit line if awarded the contract to be bid		Complied
6	Bid Security		GSIS Surety Bond - P 23,064.00, issued on May 18, 2012 valid for 120 days Three (3) to four (4) weeks from receipt of Contract
7	Delivery Schedule		
8	Technical Parameters <ul style="list-style-type: none">- Technical Specifications- Technical Assistance- Warranty and After Sales Support		Complied Complied Complied Complied
9	Sworn Statement by the prospective bidder or its duly authorized representative in the forms prescribed by the GPPB		
Financial Component			
	Bid Price		P 460,722.00

6. Findings:

CERTIFIED TRUE COPY

☒ Responsive

☐ Non-Responsive

ROBERTO B. MAPUTI JR.
ASO II

Prepared by:

JOHANN A. PLAZA
Head, PRO Caraga TWG

Noted by:

ANGELINA R. LUTA
BAC Chairperson

JELBERT B. GALICTO
BAC Member

SOTICO M. CASCARA
BAC Vice Chairperson

EDUARDO S. GONZALEZ
BAC Member

Submitted by:

ROBERTO B. MAPUTI JR.
BAC Secretariat

MARILOU M. RAMIREZ
BAC Member

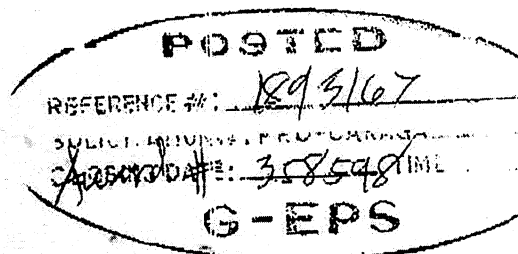
TERESITA M. DE VEYRA
End user



NOTICE OF AWARD

September 13, 2012

MR. MA. RENA VERA TUMABANG I
Proprietor
Sammy's Airconditioning Refrigeration Services
and Repair Shop
Unit 5, the Courtyard, Airport Road, Cogon District,
Tagbilaran City



Dear Ms. Tumabang,

The office would like to inform you that, based on the recommendation of the PRO Caraga Bids and Awards Committee, after having conducted the **Public Re-bidding of Procurement of six (6) units Airconditioning Unit** pursuant to the provisions of Republic Act 9184 and its Implementing Rules and Regulations, the contract is awarded in your favor.

Relative to this, we shall be requiring you to post a Performance Security within ten (10) days upon signing of contract to be submitted to this office in the form and amount as hereunder stipulated. The amount of bid Security that was posted earlier shall be returned to you once the Performance Security is endorsed/received. Failure to provide the Performance Security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Form of Security	Minimum amount in % of Total Contract Price	Amount
Cash or Cashier's/Manager's Check Issued by a Universal or Commercial Bank.	Five percent (5%)	23,036.10
Bank Draft/Guarantee or Irrevocable Letter of Credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.		
Surety Bond callable upon demand issued by a surety or insurance company duly certified the Insurance Commission as authorized to issue such security.	Thirty percent (30%)	138,218.88
Any combination of the foregoing	Proportionate to share of form with respect to total amount of security	

Thank you.

JOHNNY Y. SYCHUA
Regional Vice-President

Ma. Renalyn Tumabang 9/13/12

Section IV. General Conditions of Contract

TABLE OF CONTENTS

1. DEFINITIONS	43
2. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES.....	44
3. INSPECTION AND AUDIT BY THE FUNDING SOURCE	45
4. GOVERNING LAW AND LANGUAGE	45
5. NOTICES	45
6. SCOPE OF CONTRACT	46
7. SUBCONTRACTING	46
8. PROCURING ENTITY'S RESPONSIBILITIES	46
9. PRICES	46
10. PAYMENT	47
11. ADVANCE PAYMENT AND TERMS OF PAYMENT	47
12. TAXES AND DUTIES	48
13. PERFORMANCE SECURITY	48
14. USE OF CONTRACT DOCUMENTS AND INFORMATION	48
15. STANDARDS.....	49
16. INSPECTION AND TESTS	49
17. WARRANTY.....	50
18. DELAYS IN THE SUPPLIER'S PERFORMANCE.....	50
19. LIQUIDATED DAMAGES.....	51
20. SETTLEMENT OF DISPUTES	51
21. LIABILITY OF THE SUPPLIER.....	51
22. FORCE MAJEURE.....	52
23. TERMINATION FOR DEFAULT.....	52
24. TERMINATION FOR INSOLVENCY	53

25. TERMINATION FOR CONVENIENCE 53

26. TERMINATION FOR UNLAWFUL ACTS..... 54

27. PROCEDURES FOR TERMINATION OF CONTRACTS..... 54

28. ASSIGNMENT OF RIGHTS 55

29. CONTRACT AMENDMENT..... 55

30. APPLICATION..... 55

1. 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

(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

GCC Clause	
1.1(g)	The Procuring Entity is PHILHEALTH REGIONAL OFFICE-CARAGA (PRO-Caraga) .
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	<p>The Funding Source is the Government of the Philippines (GOP) through PRO Caraga COB CY2012 in the total amount of Php 461,280.00.</p> <p><i>NOTE: In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of Government-Owned and/or –Controlled Corporations, Government Financial Institutions, and State Universities and Colleges, the Corporate Budget for the contract approved by the governing Boards; in the case of Local Government Units, the Budget for the contract approved by the respective Sanggunian.</i></p>
1.1(k)	The Project Site is PhilHealth Regional Office-Caraga, Lynzee’s Building, J. Rosales Ave., Butuan City .
5.1	<p>The Procuring Entity’s address for Notices is: PhilHealth Regional Office-Caraga, 766 Lynzee’s Building, J. Rosales Ave., Butuan City. Telefax : 085-2257017 / 815-5544</p> <p>The Supplier’s address for Notices is:</p> <p><i>[will be specified after the issuance of Notice of Award (NOA) to the winning bidder]</i></p>
6.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad, state “The delivery terms applicable to the Contract are DDP delivered to PhilHealth Regional Office-Caraga, 766 Lynzee’s Building, J. Rosales Ave., Butuan City. In accordance with INCOTERMS.”</i></p>

	<p><i>For Goods Supplied from Within the Philippines, state</i> “The delivery terms applicable to this Contract are delivered to PhilHealth Regional Office-Caraga, 766 Lynzee’s Building, J. Rosales Ave., Butuan City <i>[insert place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <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"> (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier’s factory inspection report; (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site. <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing
--	---

	<p>Goods' description, quantity, unit price, and total amount;</p> <p>(ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;</p> <p>(iii) Original Supplier's factory inspection report;</p> <p>(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</p> <p>(v) Original and four copies of the certificate of origin (for imported Goods);</p> <p>(vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</p> <p>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</p> <p>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is:</p> <p>JOHNNY Y. SYCHUA Regional Vice President / HOPE</p> <p style="text-align: right;">Thru : SOTICO M CASCARA Division Chief, Management Services Phone/Fax # (085) 225-7017 / 815-5544 Email : admin.procaraga@philhealth.gov.ph</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p> <p>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>(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</p> <p>(e) training of the Procuring Entity's personnel, at the Supplier's</p>
--	--

	<p>plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> 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. <p>The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of thirty (30) calendar days.</p> <p>Other spare parts and components shall be supplied as promptly as possible, but in any case within one (1) month of placing the order.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.</p> <p><u>The packaging, marking, and documentation within and outside the</u></p>
--	--

	<p>packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Insurance –</p> <p>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.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of</p>
--	--

	<p>Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC 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>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	"Payment shall be made in <i>Philippine Pesos</i> ."
13.4(c)	"No further instructions".
16.1	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> - Test of Equipment - Specifications compliant
17.3	One (1) Year warranty including compressor and its spare parts, other spare parts of Aircon, consultation and repair, and regular cleaning of Air-conditioning units after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is Sixty (60) calendar days.
21.1	"No additional provision." or, if the Supplier is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."

SCHEDULE OF PRICES

Name of Bidder : SAMMY'S AIRCONDITIONING & REFRIGERATION Invitation to Bid Number _____ Page of _____

1	2	3	4	5	6	7	8	9	10
Item	Description Procurement of Airconditioning Units	Country of Origin	Qty.	Unit Price EXW per item (PhP)	Cost of Local labor, raw materials, and component	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4
1	For Philhealth R.O. VII - CARAGA								
	Airconditioning Unit, 3.0TR Split/Package Type,Floor Mounted, 27,000 to 36,000Btu/hr, rated voltage within 200 to 240V, with remote control (Brand Offered: KOPPEL Model KFM- 36E2/KPC-36IH2	PHILS.	6	62,150.00	0	372,900.00	62,150.00		372,900.00
	Installation Cost (Labor, materials &delivery)		Lot		87,822.00				87,822.00
	TOTAL PROJECT COST (inclusive of tax)								460,722.00
	TOTAL BID COST								460,722.00

OUR BID QUOTATION IS FOUR HUNDRED SIXTY THOUSAND SEVEN HUNDRED TWENTY-TWO PESOS ONLY

SUBMITTED BY:

SAMMY'S AIRCONDITIONING & REFRIGERATION




MA. NENA WONG TUMABANG
Proprietor

PHILIPPINE HEALTH INSURANCE CORPORATION
PHILHEALTH REGIONAL OFFICE – CARAGA
(ITB No. 2012-07)

TECHNICAL SPECIFICATIONS OF UNIT PROPOSED

Item	PROCUREMENT OF SIX (6) UNITS AIRCONDITIONING UNITS	QTY	Statement of Compliance			
			BRAND Offered	Model of Brand Offered & Its Features	Statement of Compliance	Proof of Compliance
1	<p>Type : Split/floor mounted, 3 tonner; Btu/hr = 27,000 to 36,000; Rated Voltage: within 200 to 240V, piping horizontal: EER: at least 9.0kj/hr-w; With remote control, 100 ft. 5/8" dia. Refrigerant pipe, soft drawn, 100ft. 3/8" diameter refrigerant pipe, soft drawn, with complete installation materials e.g. wires, electrical tapes, etc.</p> <p>Price : -Inclusive of tax imposition -Inclusive of freight and handling (delivery) -Inclusive of installstion cost (labor & materials) After Sales Service: -Warranty: One (1) year including compressor and its spare parts, other spare of aircon, consultation and repair, and regular cleaning of airconditioning units -Must have Authorized Center within Butuan City</p> <p>Distribution: -1 unit for LHIO Bislig City -1 unit for Tandag City -1 unit for LHIO San Francisco, Agusan del Sur -2 units for LHIO Surigao City -1 unit for Regional Office</p>	6	KOPPEL	<p>Indoor Unit : KFM-36E2 Outdoor Unit: KPC-36IH2 Features: -Excellent Compressor -Slim Design, Space saving installation -Equipped with self-diagnostic sensor that detects system errors electronically and displays diagnosis by a series of flashing LEDs on the unit -Auto swing - Hr-Timer -Maintains the most comfortable temperature while saving energy Cooling Cap :36,000 Btu/hr EER = 9.6 kj/hr-w Rated current = 18.6A</p>	COMPLY	BROCHURE

Submitted by:
SAMMY'S AIRCONDITIONING & REFRIGERATION
NAME OF FIRM
MA. NENA WONG TUMABANG
Name of Bidder
UNIT 5, THE COURTYARD, AIRPORT ROAD, TAGBILARAN CITY
Address



Signature
August 13, 2012

PROJECT PROPONENT : PHILHEALTH REGIONAL OFFICE - CARAGA
PROJECT ADDRESS : Lynzee's Bldg, 766 J. Rosales Ave., Butuan City

SCHEDULE OF REQUIREMENTS

NAME OF PROJECT: PUBLIC RE-BIDDING OF PROCUREMENT OF SIX (6) UNITS
AIRCONDITIONING UNITS

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

ITEM #	QTY	U/M	SPECIFICATIONS	TOTAL	DELIVERED WEEKS/MONTHS
1	6	UNITS	Split/floor mounted, 3 tonner; Btu/hr = 27,000 to 36,000; Rated Voltage: within 200 to 240V, piping horizontal: EER: at least 9.0kj/hr-w; With remote control, 100 ft. 5/8" dia. Refrigerant pipe, soft drawn, 100ft. 3/8" diameter refrigerant pipe, soft drawn, with complete installation materials e.g. wires, electrical tapes, etc.	6 units	3 to 4 weeks

SAMMY'S AIRCONDITIONING & REFRIGERATION
Name of Firm

MA. NENA WONG TUMABANG
Name of Bidder

UNIT 5, THE COURTYARD, AIRPORT ROAD, TAGBILARAN CITY
Address

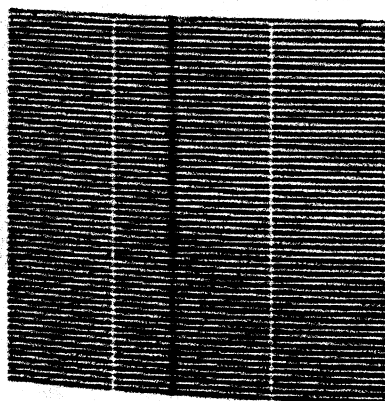
Signature

13/08/2012
Date

koppel

NEW!

KFM-36E2 / KPC-36IH2 3TR FLOOR MOUNTED



Excellent
compressor



Space-saving
installation



+ Self
Diagnosis



Allows for a rapid and
evenly distributed
air flow



Model (Indoor + Outdoor)		KFM-36E2 + KPC-36IH2	
Power supply		Ph-V-Hz	1/208-230V/50HZ
Cooling	Capacity	BTU/h	36000
		kJ/h	37880
	Input	W	3950
	EER	BTU/h-W	9.1
		kJ/h-W	9.6
Max. input consumption		W	4950
Rated current		A	18.6
Max. current		A	24.8
Starting current		A	95
INDOOR UNIT	Unit dimension (W*H*D)	mm	1800 x 800 x 350
	Packing (W*H*D)	mm	2040 x 445 x 770
	Net weight	Kg	60
	Gross weight	Kg	73
OUTDOOR UNIT	Unit dimension (W*H*D)	mm	790 x 680 x 300
	Packing (W*H*D)	mm	1030 x 890 x 480
	Net weight	Kg	65
	Gross weight	Kg	78
Application area		m ²	35-60
Warranty on compressor, other parts & service			1 year

of

Koppel 3TR Floor Mounted (Residential)				
Technical Specification				
Model (Indoor + Outdoor)			KFM-36E2 + KPC-36IH2	
Power supply		Ph-V-Hz	1/208-230V/60HZ	
Cooling	Capacity	BTU/h	36000	
		kJ/h	37980	
	Input	W	3950	
	EER	BTU/h-W	9.1	
		kJ/h-W	9.6	
Max. input consumption		W	4950	
Rated current		A	18.6	
Max. current		A	24.8	
Starting current		A	98	
Indoor Unit	Indoor air flow (Hi/Mi/Lo)		m3/h	1900
	Rated input Power		W	300
	Rated current		A	1.4
	Moisture Removal		(L/h)	4.8
	Noise level(Hi/Mi/Lo)		dB(A)	52
	Unit dimension (W*H*D)		mm	1900 x 600 x 350
	Packing (W*H*D)		mm	2040 x 445 x 770
	Net weight		Kg	60
	Gross weight		Kg	73
Outdoor Unit	Noise level		dB(A)	59
	Unit dimension (W*H*D)		mm	790 x 880 x 360
	Packing (W*H*D)		mm	1030 x 890 x 480
	Net weight		Kg	68
	Gross weight		Kg	78
	Refrigerant type			R22
	Refrigerant charge		gm	2650
	Design pressure		MPa	3
Refrigerant pipe	Liquid side	mm	9.52	
	Gas side	mm	15.88	
	Max. refrigerant pipe length	m	15	
	Max. difference in level	m	10	
Operation temperature range		℃	16~43	
Ambient temperature range		℃	16~48	
Application area		m ²	35~60	
Qty'per 20'& 40'&40HQ		Set	24/51/60	

Qf



Certificate of Dealership

This is to certify that

SAMMY'S AIRCONDITIONING & REFRIGERATION

With business address at Unit 4 & 5, The Countryard, Airport Road,
Cogon District, Tagbilaran City

is a bonafide Authorized Dealer and Installer
of Koppel airconditioning products

This Certificate of Dealership, issued at Koppel, Inc., Parañaque City,
is valid until December 31, 2012.

SAMMY'S A/C & REFRIGERATION
CERTIFIED TRUE COPY

MA. NENA W. TUMABAL
PROPRIETRESS


REYNALDO C. OCAMPO
Senior Vice President


JOHNNY T. YU
President

KOPPEL, INC.

Km. 16 South Superhighway, Parañaque City, Philippines



KOPPEL, INC.
 Km. 16 South Superhighway
 Parañaque City 1700, Philippines
 Tel (632) 823 2366 to 72
 Fax (632) 823 7308

LIST OF AUTHORIZED SERVICE DEALERS AND INSTALLERS NATIONWIDE

COMPANY NAME	ADDRESS	CONTACT PERSON	CONTACT NUMBERS		
LUZON GMA					
>>> PARAÑAQUE					
AME ELECTRICAL & MECH'L SVCS.	Blk. 140 L42 P-6 Upper Bicutan, Taguig City	ANGELITO M. ESMENA	541-1047	0918-3988-959 0928-4664-913 0916-5078-638	544-6999
ZEPHYR ENGINEERING	Taguig	ROMEO B. MIRANDA	881-7721 881-7551		881-7721 779-0709
COOPER AIRCONDITIONING & REF. MDSE.	Blk.24 L28 Ph.2 AFD EP Village, Western Bicutan Taguig	FE S. GONORA	837-6578		837-6570
WINDSOAR REFRIGERATION & AIRCONDITIONING	104-A Purok 2 M.L. Quezon St., Lower Bicutan, Taguig City	NOEL G. PEREZ	837-7357		837-7357
NEW F.S. COOL AIRE MARKETING INC.	No. 40 Bulgaria st. Betterliving Subd. Bicutan	FRED B. SALAZAR	821-9636 821-9039 824-0530 821-9757		821-9031
ALTACOO (Par'q REF. & AC Services)	No. 8103 Kabihanan St., San Dionisio, Parañaque	JEORGE ALTAMERA JOSEPHINE P. ALTAMERA	827-4248	0916-7839-065	827-4248
PBLS TRADING & SERVICES	0354 Nersan Bldg., Quirino Ave., Don Galo, Parañaque	ENGR. PAUL S. SALAZAR	853-5876		851-5598
FRESH COOL TRADING Co.	2857 L Gabriel St., Bacalaran, Parañaque City	MR. RICKY SACAYAN	401-1075		852-2962
TFMP EXPRESS INC.	42 Saudi Arabia St. Better Living Subd., Paranaque City	ROLANDO GOITIA	821-7441		821-7920
AIRWAY TECHNICAL SERVICES	2nd St. STM Plicio Cruz Compound, San Isidro, Parañaque City	JONATHAN ZEBRUDO SUMARAY	820-1442		820-1442
>>> LAS PIÑAS					
ERR KOOL AIRCONDITIONING formerly RDR LUXAIRE A/C SVC.	Lot 10 Blk.19 Aster St., TS Cruz Subd., Las Pinas City	RENATO L. TIAMSON	809-4896 809-0597		809-0597
RB HOMES APPLIANCE SVC. & A/C	Acacia St., Phase 7, Gatchalian Subd., Las Pinas City	RONALDO M. BAJAL	829-7224	0917-3622-283	829-7224
POWER COOLAIRE SYSTEMS, INC.	Alabang Zapote Rd., Talon 1 Las Pinas City	MAXIMA P. MAZO	801-7063		805-2012
RMA AIRCONDITIONING SERVICES	406 Unit B & C, P Diego Cera Ave., Pulang-Lupa, Las Pinas City	RODELIO M. ANTONIO	846-6763		846-4192
>>> MUNTINLUPA					
460 RANKIN REF. & AIRCON SYSTEM	1500 National Rd., Alabang Muntinlupa	CARLOS "Caloy" REVILLAME	862-8109		862-8108
TEKNIKOS REF. & AIRCONDIT'G SVCS	Teknikos Bldg., Nat'l Rd. Brgy. Putatan Muntinlupa	FRANK REYES	861-0203 to 06		861-0203 to 05
TECHNOCYCLE CORPORATION	No. 20 National highway Road, Bayanan, Muntinlupa	RUFINO M. GARCIA	862-3886		861-5192
WEATHERTECH REF & AIRCON Co.	Km. 30 National Rd. Tunasan, Muntinlupa City	BENJAMIN LORCHA JR.	862-2920		861-3053
ELEMAIR ENGINEERING SERVICES	Km. 30 National Rd. Tunasan, Muntinlupa City	GIOVANNI PAUL SAN PEDRO	868-3780 861-7895		868-3780 861-7895
>>> PASAY AREA					
FIRST QUAD AIR-CONDITIONING SPECIALIST Co.	No. 202-F Ascano St., Malibay Pasay City	EDGARDO C. PASUMBAL	855-7780		(046) 970-0462
MVP MECHANICAL & ELECTRICAL SUPPLIES SERVICES	229 Libertad, Pasay	MARIA VICTORIA PROTACIO	551-2303		551-2303
RAMECON INDUSTRIES	2256-B Aurora Blvd. (Tramo) Pasay	CONSECO M. RAVELO	851-6610		852-5293
PENN-AIRE REF. & AIRCONDITIONING SALES & SERVICES	2119 Tramo St., Pasay	JOSEFINA B. BRIONES	710-8554 384-0699		844-7960
>>> MANILA					
GRAND AIRCON & REFN., INC.	No. 1650 A. Francisco St., San Andres Bukid	WALLY DE LEON	562-2703 743-1251		561-2078
BRHL TRADING & INDUSTRIAL CONS. CORP.	541 F. Cayco St., Sampaloc, Manila	ENG. ERNESTO LEYVA	743-1182 743-1183		781-3613 743-1152
Z-S COOLING REF. & AIRCON SERVICES	1168 Metrica St., Sampaloc Manila	NERIO ZABANAL/ MAR ZAMANEGO	711-9435	0921-7264-920	
IFREEZE TRADING INC./ SUPER AIRE	1630 Felix de Leon St., Sta. Cruz, Manila	MARVIN M. GO MELVIN M. GO	309-9519 309-9681 309-9605 309-9606 741-5587 740-4457		732-8031
CLUSTER AIRE INDUSTRIES, INC.	GR-01 Millia Condominium, 1432 Cavite Cor. S. Reyes St., Sta. Cruz, Metro Manila	FERNANDO D. DONES			
E5 AIRCONDITIONING ELECTRONIC SERVICE CENTER	1775 Quiricada St. Sta. Cruz, Manila	ERNESTO CRUZ	711-8506		711-8987
UNIFORM REF. & AIRCONDITIONING SUPPLY INC.	431 Sales Quiapo Manila	PEPING SEE	733-8371		733-5577
FAIR N SQUARE	350 E. T. Yuchengco Cor. San Vicente St. Binondo	RENATO CO	241-3274 241-3276 241-3278		309-1116
WORLDWIDE AUDIO VIDEO HOME APPLIANCE	386-388 Quentin Paredes St. Binondo	MARIO K. TAN	241-3446 to 48 241-3552 241-1838 to 39		242-6165
RMF-ROLLY'S AIRCON CONTRACTOR	1627 Quiricada St., Sta. Cruz, Manila	MA. RITA SINGH FALCON	731-4228		731-4228
CAPRICORN AIRCONDITIONING INC./ SUPERLOOP	Rm. 223 Calvo Bldg. Escolta St. Sta. Cruz, Manila	MR. WILLIAM G. SY	241-4744 (046) 471-1108		(046) 471-1108



KOPPEL, INC.
 Km. 16 South Superhighway
 Parañaque City 1700, Philippines
 Tel (632) 823 2366 to 72
 Fax (632) 823 7308

COMPANY NAME	ADDRESS	CONTACT PERSON	CONTACT NUMBERS		
LUZON GMA					
>>> MAKATI CITY					
APD REFRIGERATION	SUITE 805-V Madrigal Bldg. Ayala Ave. Makati	MARILOU S. SALAZAR	891-5665 891-5697 893-4410 821-8170		
FCA REFRIGERATION SERVICES	No. 8848 Colmena St., Brgy., Olympia, Makati City	FRANCISCO C. ANGELES	899-0242 899-0249	0921-4319-272	899-0119
ROMSAN MARKETING	5729 Calasanz Brgy. Olympia	ROMY SANTOS	729-7057		729-0530
DEVELOPED LOGICAL TECHNIQUES FOR AIRCONDIONING TECH. CORP.	LG 01, 8735 Peninsula Court Bldg., Paseo de Roxas Cor., Makati Ave., Makati City	MANOLITO VAQUERA	812-01-77 813-89-40 893-97-95		812-04-86
HI-TECHNOLOGIST SERVICE SPECIALIS, INC	3683 Bautista St., Makati	VIRGILIO P. GUILATCO	551-92-42		551-92-42
KALAYAAN ENGINEERING	4523 Emilia St. Palanan, Makati	VICTOR LAHOZ	729-9771-75		843-5749
CLIMATE TRADING & ENGINEERING	No. 2524 Gen. A. Bonifacio St., Bangkal, Makati	AVEL ANONUEVO	889-3274 819-1164		893-4928 843-8647
COOL AIRCONDITIONING & REFRIGERATION	1816 Concepcion St.(Near N. Garcia st.)	EMMANUEL P. TAN	890-2590 890-0694		890-2668
HP TRADING & AIRCONDITIONING CORP.	7427-D Glory Bldg. Yakal St. San Antonio Village	JOEL PADILLA	812-0152 812-0159		818-1102
>>> QUEZON CITY					
GOLDHOMES ENTERPRISES	Ermin Garcia St., Cubao Q.C.	DOROTHY MAY VALENCIA	913-0835 913-2043		922-2042
FEL-AIRE ENGINEERING	No. 19-19th Ave. Cubao, Quezon City	FELISIMO TABLAC	912-2868		912-2868
AIRE TEMP TECH., INC.	C3 Ve Rm. Ont Bldg., 120th - 14th Ave., Cubao Q.C.	LUIS M. GOMEZ	912-2040		912-2803
TDS INDUSTRIAL CORPORATION	72 Kanas Rd. Quezon M.M.	ANNALEJO DUYA VICTORIANO SANTOS	426-4060		921-8843
GOODRICH VENTURES INC.	Unit 208 Amorlinas Bldg., 88 Kanas Rd., East Kanas Q.C.	JAIME J. GUNDAYAO	925-2568	0915-5574-874	925-2568
ZFG REF. & AIRCONDITIONING SERVICE	No. 17- B Road 3 Brgy. Project 6, Quezon City	ZENAIDA F. GARCIA/ BESSY	492-9524	0917-8064-025 0920-2273-898	426-0603
ECUBE / ERM MARKETING	No. 22 Magiting St. Teacher's Village	DICK DE MESA	925-7581		921-9165
INNOVAIR, INC.	No. 28D Victoria Villas Condominium Mayon Cor. Cuenco St. Brgy. Sta. Teresita	RYAN BUMANLAG	448-7041		413-2647
D.R. ENGINEERING SERVICES	#08 Usaffe Rd. Holy Spirit Diliman Q.C.	DIOSDADO C. RESTON	428-1040 639-4988	0920-4083-018	932-3901 952-2441
RALGO INDUSTRIAL CORPORATION	406 T. Sora Ave. Cor. Cassanova Drive	RAMON GOMEZ	931-1306 932-3271 453-3300 453-3566 to 67		931-1405
GOLDNAS ENTERPRISES	232 Road 1 Bagong Pag-Asa Quezon City	JONATHAN V. QUEZADA	357-3871 496-5394	0919-7908-720 0923-8006-936	738-4300
FEDMARK ENTERPRISE	414 Tandang Sora Ave., Corner Pleasant View Subd., Q.C.	MORALES SUBALA	939-4399		455-4754
R. ACOSTA ENTERPRISES (Main Office)	83-E Tandang Sora Ave., Tandang Sora Q.C.	R. ACOSTA	456-2692 454-9786		453-9098
SKY ASIA INTERNATIONAL TRADING CORP.	463 Mayon st. Brgy. Salvacion Sta.Mesa Heights	NELSON AMPON	749-1383 749-9101		749-9102
PLANET A/C INC.	270 Del Monte Ave. Brgy. St. Peter	JOJO GO	712-8167		448-6809
MAINTENANCE OF AIRCONDITIONING & REF. Co., Inc. (MARCO)	Marco Bldg., 12 Matatag St., Brgy. Pinahan Diliman, Quezon City	OLIVER DUYA	920-44-99		920-45-98
COOLING POINT INDUSTRIES INC.	No. 55 Magnolia st. Roxas District	DIOSDADO B. DUCUT	374-8822 374-8821		374-8839
COLDMAGIC AIRCON SALES & SERVICES	No. 67 Anonas Rd. Proj.2	EFREN MIRANDA	927-9924		921-0503
BVM SYSTEMS SALES	No. 39B Lakandula St. Bagumbuhay, Proj. 4	VIRGILIO KATIGBAK	911-8053 911-5536		911-8053 911-5536
AIRPAC SYSTEMS CENTER	Unit A & B Project Condominium, 12 J.P. Rizal, Proj.4	FRANCISCO SUMULONG	913-8837 913-8856 913-8860 421-7325		913-8859
SANTELLA AIRCON SALES & SERVICES INC.	No. 46 C-3 Kaunlaran Village, Caloocan City	LARRY R. SANTELLA	323-1890		323-1826
DGRACE ENGINEERING SERVICES	No. 59/C Gen. Ordenez st. Marikina City	DOMINGO L. CHINEL	934-2817 487-9726		
RAYCON AIRCONDITIONING & REF. SERVICES	6 Mr Complex Gil Fernando Ave., San Roque, Marikina	RAYMUNDO O. CONCINA	645-9591		645-1078
R. ACOSTA ENTERPRISES (Main Office)	113 Christopher Plaza Bldg., Quirino Hi-way Lagro, Novaliches, Q.C.	R. ACOSTA	418-8245 417-2121	0919-804-0944	
HENRY'S ELECTRONIC	Duque Bldg. McArthur Hi-way, Mandalay, Valenzuela	MR. HENRY REED	445-0481 445-5026 445-0481 294-7591	0916-4431-798	277-7117
JERDIN TRADING	No. 14-A Waling-waling St., Bahayang Pag-asa Subd. Maysan	Jery Berdin	443-8772		291-3447

koppel

KOPPEL, INC.
Km. 16 South Superhighway
Parañaque City 1700, Philippines
Tel (632) 823 2366 to 72
Fax (632) 823 7308

COMPANY NAME	ADDRESS	CONTACT PERSON	CONTACT NUMBERS		
VISAYAS AREA			LANDLINE	MOBILE NUMBER	FAX NUMBER
>>> CEBU					
MILLENNIUM APPLIANCES & COOLING SYSTEMS SERVICES	P. Rodriguez St., Cogon, Bogo Cebu	MAXIMO E. ERATIA JR.	(032) 434-5798		(032) 434-5507
JET CYCLE REF. & AIRCONDITIONING SERVICE SHOP	A. Del Rosario St., Guizo Mandaue, Cebu	JEZREEL OLIVERO	(032) 347-9110		(032) 422-8894
JUNETS INDUSTRIAL SALES & SERVICES	263 J. Rizal St., Estancia Ibabao, Mandaue City, Cebu	JUSTINIANO A. TABUNON	(032) 345-2081 (032) 420-6328		(032) 420-6328
GEF INCORPORATED	1059 GEF Bldg., Plaridel St., Umapad, Mandaue City, Cebu	GILBERTO ORTEGA	(032) 420-3941 to 43		(032) 346-2450
GALOS REF. AIRCON PARTS & SERVICE CENTER	Espuelas St., Tagbilaran City, Bohol	JOSELITO B. GALOS	411-5053		501-7740
GPAS MARKETING & SERVICES	No. 8 En Sepia Rd., Banilad Cebu	TESSIE C. YAP	(032) 233-2931		(032) 233-0573
RNL REFRIGERATION & AIRCON MAINTENANCE SERVICES	Almers Compound, Upper Tabok, Mamdaue City, Cebu	ROLAND S. GENOBIA	(032) 421-9066	0917-9892-858	
MAIN SYSTEM INCORPORATED	747 M.L. Cabancalan, Mandaue City, Cebu	ENGR. TITO M. OMAYAN	(032) 346-4533		
MAXIMAX SYSTEM, INC.	G/F Unit 3 Friendship II Bldg. Hi-way, Subang Daku Mandaue City, Cebu	JONATHAN M. MAXIMO	(032) 345-7885		(032) 345-7885
B & A TRADING & SERVICES	749 M.L. Quezon St., Cabancalan, Mandaue City	ENGR.MAURICIO C. ZERNA	(032) 346-3536 (032) 422-8832 (032) 346-9701		(032) 346-9701
COLD BREEZE REF. & AIRCON SERVICES	60 G. Tabada St., Mambaling Cebu City, Cebu	VICTORIANO BARAZON	(032) 262-7510		
HI-COOL SALES & SERVICES	Feliza Mejia Subd., Ormoc City, Leyte	JANET ORBISO	(053) 561-0948		(053) 561-0948
JUABAR ENGINEERING SERVICES	2441 New Rd., Sangi Pajo Lapu-Lapu City	ENGR. MARIO V. GULTIANO	(032) 495-5137		(032) 238-0161
GAMAO ENTERPRISES	Don Sergio. Sulco St., Canduman, Mandaue City, Cebu	SUSANA B. GAMAO	(032) 236-3707 (032) 422-8970		(032) 236-3707 (032) 422-8970
NAKATOMI ELECTROMECHANICAL & SERVICES	P. Remedio St., Cabancalan, Mandaue City, Cebu	LUCIO F. CABANLIT	(032) 344-9081		(032) 346-1157
RODVER AIRCONDITIONING & REFRIGERATION SERVICES	Vito Cabancalan M.L. Quezon St., Mandaue City, Cebu	RONEL VABILLES	(032) 346-4574	0927-3305-776	(032) 346-4574
HQ PANAVISION ELECTRONICS	Yulo Drive, Brgy. Queson Arevalo, Iloilo City	CEFERINO DIONSON	(033) 337-1168		
WEATHER MASTER AIRCONDITIONING Co.	Uygongco Bldg., Solis St., Brgy. Pres-Roxas Iloilo City, Iloilo	CESAR DEL MUNDO	(033) 509-7009		(033) 338-3276
		MARIA NENA W. TUMABANG	(038) 412-0254		(038) 411-4102
QUALITY CARE TRADING & SERVICES	Ma. Paloma Vill., P.U. Abella St., Salvador Extension, Lebagon Cebu	REYNALDO P. FABILLAR	(032) 261-9156		(032) 264-9503
MINDANAO			LANDLINE	MOBILE NUMBER	FAX NUMBER
>>> DAVAO BRANCH					
EMCOR AGDAO	Comer Cabaguio Ave., Del Pilar St. Agdao, Davao City	WELLIAM T. MOLOAN	(082) 224-1569		(082) 300-0638
JOGENSY REF. AIRCONDITIONING & ALLIED SERVICE	Door No. 7 Lozano Bldg. Km & Lanang, Davao City	JULIETO D. ICOY	(082) 305-9417 (082) 321-0414 (082) 303-1691		(082) 305-9417
COOLING POWER AIRCONDITIONING SERVICE	Rivera Ave., P. Bangoy, Davao City	RAUL G. TANOY	(082) 221-7118		(082) 221-7118
SUBANG REF. AIRCON INTALL, REPAIR	Diho Lower Division Rd., Cabantian, Davao City	EDGARDO B. MARQUEDA	(082) 241-2561		(082) 241-2561
ROMSAN REFCON MARKETING & SERVICES INC.	J.P. laurel Bajada, Front of Davao Light Plant, Davao City	ROMEO S. SANTOS	(082) 227-4004		(082) 221-6897
U. L. CABALLERO REF. & AIRCON REPAIR SHOP	Dona Rosa madang Mati Davao Oriental	ULYSESS L. CABALLERO		0922-5705-476 0916-5462-297	
EMVA ENGINEERING SERVICES & PARTS	0101 Aparente Ave., Dadiangas Heights General Santos City	EUFEMIO A. TABASA	(083) 553-4490		(083) 553-4490
ANJO REFRIGERTAION & AIRCONDITIONING	Quezon Blvd. Kidapawan, Cotabato City	ANTALIO EGOC JR.	(064) 278-4730	0910-2478-854	(064) 278-4730
OZAMIZ APPLIANCE SERVICE CENTER	Highway Manaray Ozamiz	TEOPISTO G. UY	(088) 521-1307		(088) 521-1307
V.P. ORDIZ AIRCON & REF. SERVICES	04043 Navarro St., Surigao City, Surigao Del Norte	VIRGILIO P. ORDIZ	(086) 826-54-37		(086) 826-54-37
MILKY MARKETING	Alunan Highway Tacurong City, Sultan Kudarat	RICHARD M. LUCENO	(064) 200-32-82		(064) 200-32-82
		JERRY A. ARADILLOS	621-1410	0906-7719-134	
PRINCE ELECT. & REF. SERVICE CENTER	Prk.2 Quirino Gl. San Francisco Paranaque City, Davao	AMADO A. GERONIMO JR.	(084) 822-5345		
ROEST ENT. & IND'L CORP.	Dr. 2&3 Tulip Bldg. Km.3 Mc Arthur Hi-way Matina, Davao	EDUARDO N. BALAGUER	(082) 296-2182		(082) 299-2866
NATIONAL COMMERCIAL	Yeo Din Hee Bldg., Tomas Claudio St., Zamboanga City	ALFREDO C. WEE	(062) 993-0605 (062) 991-2738		(062) 993-0605
COOL KNIGHTS REF. & A/C SERVICES	No. 77 G/F GJL Bldg. J. Pacana St., Puntod, Cagayan De Oro City	JOSE ELISEO C. NERY	(088) 856-2805		(088) 856-2805
RITA REF. & AIRCONDITIONING	In Front SMC National Highway, Mirafuentes, Tagum City	EDMUND A. RITA	(084) 218-5636	0919-8887-290	
ADA MARKETING & REPAIR SERVICI	166 Jose Lim Sr. St., Cotabato City	ALLEN D. ANG	(064) 421-1562		
HI-12 APPLIANCE SALES & SERVICE CENTER	Juan Luna St., Saray Ilagan City, Lanao Del Norte	HENRY CO DY	(063) 221-5639		(063) 223-8536
CVP AIRCON SYTEM REPAIR CENTER	National Highway, Senangote Village, Brgy. East, Tagum City	CRISPIN V. PATRIARCA	(084) 400-2801		(084) 400-2801
CAGAYAN FREEZE REF. & AIRCON SERVICES	Haybs St. Pinikitan Brgy. Canaman-an Mambato Agora, Lapanan Cagayan De Oro City, Misamis Oriental	DENNIS B. ABAPO	(088) 309-9931		(088) 856-8301
GDM REF., AIRCONDITIONING & GEN. SERVICES	Purok 13-A Hagkol Valencia City, Bukidnon	GEMERANDO MAHASOL	(088) 828-2269		
MELGENE REF. & AIRCONDITONING SERVICES	Purok Spring, Brgyh. Morales, Koronaido City, South Cotabato	EUGENIO L. SOLIVIO SR.	(083) 228-9957		(083) 228-9957
N & N SERVICE CENTER	Sunriser Lane I, Talon-Talon, Loop, Zamboanga City	LEMEULL TUPAS ACEBRON	(062) 993-2190		(062) 991-6578
AIR TECH. AIRCONDITONG	Purok 8, Obrero, Butuan City, Agusan Del Norte	CARLITO FERNANDEZ	(086) 255-7553		

SCHEDULE OF PRICES

Name of Bidder : SAMMY'S AIRCONDITIONING & REFRIGERATION Invitation to Bid Number _____ Page of _____

1	2	3	4	5	6	7	8	9	10
Item	Description Procurement of Airconditioning Units	Country of Origin	Qty.	Unit Price EXW per item (PhP)	Cost of Local labor, raw materials, and component	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4
1	For Philhealth R.O. VII - CARAGA								
	Airconditioning Unit, 3.0TR Split/Package Type,Floor Mounted, 27,000 to 36,000Btu/hr, rated voltage within 200 to 240V, with remote control (Brand Offered: KOPPEL Model KFM- 36E2/KPC-36IH2	PHILS.	6	62,150.00	0	372,900.00	62,150.00		372,900.00
	Installation Cost (Labor, materials &delivery)		Lot		87,822.00				87,822.00
	TOTAL PROJECT COST (inclusive of tax)								460,722.00
	TOTAL BID COST								460,722.00

OUR BID QUOTATION IS FOUR HUNDRED SIXTY THOUSAND SEVEN HUNDRED TWENTY-TWO PESOS ONLY

SUBMITTED BY:

SAMMY'S AIRCONDITIONING & REFRIGERATION



MA. NENA WONG TUMABANG
Proprietor



SAMMY'S AIRCONDITIONING & REFRIGERATION

UNIT Nos. 4 & 5, The Courtyard Bldg., AIRPORT ROAD, TAGBILARAN CITY, TEL 0384124102, 412-0254, 5018158

DAIKIN*MITSUBISHI*LG*KOPPEL*GE*CARRIER*SANYO*KOLIN*IMARFLEX*TEKA*HITACHI

PROJECT TITLE : SUPPLY & INSTALLATION OF AIRCONDITIONING UNITS

PROJECT PROPONENT : PHILHEALTH REGIONAL OFFICE - CARAGA

PROJECT ADDRESS : Lynzee's Bldg, 766 J. Rosales Ave., Butuan City

NO.	EQUIPMENT SPECIFICATIONS	QTY	U/M	UNIT PRICE	AMOUNT
I	KÖPPEL, 3.0TR, floor mounted, wireless remote control, cooling capacity of 36,000 Btu/hr., Model KFM-36E2/KPC-36IH2, 230v, 1p, 60hz. COMPRESSOR	6	set	62,150.00	372,900.00
	TOTAL EQUIPMENT COST				372,900.00
II	AIRCONDITIONING EQUIPMENT SUPPORT, DRAINS, CIRCUIT BREAKERS, WIRES, & OTHER ACCESSORIES				
	Service Circuit Breakers, 40A, 1p	6	pcs	450.00	2,700.00
	# 10 AWG THHN PHILFLEX	36	mts.	36.00	1,296.00
	# 14 AWG THHN PHILFLEX	90	mts.	25.00	2,250.00
	PVC Pipe, 3/4", MOLDEX	10	lengths	120.00	1,200.00
	PVC Elbow, 3/4", MOLDEX	12	pc.	15.00	180.00
	PVC Electl Pipe, 1/2"	10	lgths	96.00	960.00
	PVC Electl Elbow, 1/2"	12	pcs	25.00	300.00
	Expansion Shield 1/2"	24	pcs.	48.00	1,152.00
	LAG Screw	24	pcs.	16.00	384.00
	Silver Rod	5	pc.	75.00	375.00
	Welding Rod	120	pcs.	6.00	720.00
	Bolts, nuts and washers	24	pcs.	15.00	360.00
	Angular Bar 1 1/2" x 1 1/2 " x 1/4 " x 20'	11	length	690.00	7,590.00
					19,467.00
III	AIRCON PIPING SYSTEM				
	5/8" dia. Refrigerant pipe, soft drawn	100	ft.	75.00	7,500.00
	3/8" dia. Refrigerant pipe, soft drawn	100	ft.	45.00	4,500.00
	5/8" x 1/2" x 6' rubber insulation Superlon	17	lgths	90.00	1,530.00
	Polyethylene Tape	1	roll	800.00	800.00
	S-Blue	1	li	385.00	385.00
	Copper elbows, 5/8	20	pcs	55.00	1,100.00
	Copper elbows, 3/8	20	pcs	32.00	640.00
	Nitrogen	2	tnk	1,200.00	2,400.00
	Mapp Gas	2	tnk	750.00	1,500.00
	Other Accessories(Clips,paint, sealant, tie wires, hangers, etc)	1	lot	3,000.00	3,000.00
					23,355.00
IV	EQUIPMENT COST				
					372,900.00
V	MATERIALS COST				
					42,822.00
VI	LABOR COST				
					20,000.00
VII	SUPERVISION COST/ADMIN COST/CONTINGENCIES/MOBILIZATION/DEMOBILIZATION/DELIVERY CHARGES				
					25,000.00
VIII	TOTAL PROJECT COST				
					460,722.00

SUBMITTED BY:

MRS. MA. NENA WONG TUMABANG
Proprietor

Bid Form

Date: June 20, 2012
Invitation to Bid No.: 2012-07-001

To : **PHILIPPINE HEALTH INSURANCE CORPORATION**
Philhealth Regional Office - Caraga

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletins, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **PUBLIC RE-BIDDING OF PROCUREMENT OF SIX (6) UNITS AIRCONDITIONING UNITS** in conformity with the said Bidding Documents for the sum of:

FOUR HUNDRED SIXTY THOUSAND SEVEN HUNDRED TWENTY-TWO pesos (P460,722.00) only

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 this Bid for the Bid Validity Period specified in BDS provision for ITB 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:¹

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

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

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

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

Dated this 13th day of August, 2012.


MA. NENA WONG TUMABANG
[signature]

Proprietor/ Owner
[in the capacity of]

Duly authorized to sign Bid for and on behalf of **SAMMYS AIRCONDITIONING & REFRIGERATION SERVICES & REPAIR SHOP.**

PRICE VALIDITY: 120 DAYS FROM THE DATE OF OPENING OF BIDS