

**CONTRACT AGREEMENT
FOR THE SUPPLY OF STEEL RACKS
FOR PHILHEALTH REGIONAL OFFICE III**

THIS AGREEMENT made and entered into this MAR 28 2014, 2014 between:

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

-and-

PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORPORATION a private corporation organized and existing under the laws of the Republic of the Philippines and registered with the Securities and Exchange Commission under SEC Reg. No. A200007126, issued on May 15, 2000, with principal business address at Up-Town Bldg., 56-58 Madison St., Mandaluyong City represented by its **General Manager, MR. ALEXANDER O. TAN** (hereinafter called "**PROJECT MANAGEMENT & TECHNICAL RESOURCES CORP.**")

-Witnesseth-

WHEREAS, **PHILHEALTH** posted for the first time the Invitation to Bid through public bidding for the **Procurement of Steel Racks for PHILHEALTH REGIONAL OFFICE III** in the **PHILHEALTH's** website, the PhilGEPS and a conspicuous place at the premises of **PHILHEALTH** continuously and in accordance with the requirements of the law;

WHEREAS, in response to the said advertisements, only one (1) bidder submitted its bid and was found eligible;

WHEREAS, Project Management and Technical Corp. was declared as the lone lowest calculated bidder;

WHEREAS, after post-qualification of the lone bidder, Project Management and Technical Corp. was found to be responsive;

WHEREAS, consequently, **PHILHEALTH** has accepted the bid by **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORP.** for the supply of forty-five (45) units Steel Racks in the sum of **SIX HUNDRED SIXTY-EIGHT THOUSAND, ONE HUNDRED SIXTY PESOS ONLY (P 668,160.00)** (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Bid Form and the Price Schedule submitted by the **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORP.** (Annex "A-A1");
 - (b) the Schedule of Requirements (Annex "B-B2");
 - (c) the Technical Specifications (Annex "C-C1");
 - (d) the General Conditions of the Contract (Annex "D-D-16");
 - (e) the Special Conditions of the Contract (Annex "E-E2"); and
 - (f) the Entity's Notice of Award (Annex "F").
3. In consideration of the payments to be made by **PHILHEALTH** to **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORPORATION** as hereinafter mentioned, **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORP.** hereby covenants with **PHILHEALTH** to provide the said goods

and ancillary services and to remedy any defects therein, in conformity in all respects with the provisions of the Contract.

4. **PHILHEALTH** hereby covenants to pay **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORP.** in consideration of the provision of the aforementioned goods and the remedying of defects therein, the **Contract Price** or such other sum as may become payable under the provisions of the Contract at this time and in the manner prescribed by the Contract.
5. **The Contract Price** covers all taxes, including the twelve percent (12%) Value Added Tax, custom duties, license fees, freight, insurance and other charges which may be imposed on the product by foreign and local authorities.
6. **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORP.** hereby covenants to deliver in favor of **PHILHEALTH** the services based on *Annex "B"* of this Contract Agreement.
7. To guarantee the faithful performance of **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORP.** of its obligation under this contract in accordance with the bidding documents, **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORP.** shall, pursuant to Sec. 39 of the RIRR, RA 9184, post a performance security prior to the signing of the contract in the amount equal to a percentage of the total **Contract Price** in accordance with the schedule provided under Sec. 39.2 of the RIRR, RA 9184.
8. Upon submission of **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORP.** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements, **PHILHEALTH** shall pay the sum of **SIX HUNDRED ONE THOUSAND, THREE HUNDRED FORTY-FOUR PESOS ONLY (P 601,344.00)**, which is ninety percent (90%) of the total contract price within fifteen (15) working days, after complete delivery to and acceptance by **PHILHEALTH**.

PHILHEALTH shall hold the **ten percent (10%) of the total Contract Price** as **retention money** or as obligation for "**Warranty**" in an amount equivalent to **SIXTY-SIX THOUSAND, EIGHT HUNDRED SIXTEEN PESOS ONLY (P 66,816.00)**. Said amount shall only be released after the lapse of **one (1) year warranty period** for expendable supplies as required under **Section 62 (Warranty) of the Revised Implementing Rules and Regulations of R.A. No. 9184**. Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met. Provided further, that **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORP.** may opt to post a **special bank guarantee** equivalent to at least **ten percent (10%) of the total Contract Price**. The said special bank guarantee must have a validity period of **one (1) year** covering the whole duration of the warranty period.

9. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. No. 9184, shall form an integral part of the contract between the PARTIES hereto.

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

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

PHILIPPINE HEALTH INSURANCE CORPORATION

By:

RODOLFO M. BALOG
Vice-President, PRO3

PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORP.

By:

ALEXANDER O. TAN
President

SIGNED IN THE PRESENCE OF:

Witness for PhilHealth


GRACE M. MAMAWAL

Division Chief, Management Services Division


LEONIDAS A. LUMBA

Administrative Officer IV

*Witness for Project
Management and
Technical Resources Corp.*


ARNEL L. BONDOC

SALES MANAGER

Designation


SARAH A. DIAZ

SALES ENGINEER

Designation

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of San Fernando, Pampanga)

S.S.

BEFORE ME, this MAR 28 2014, 2014, personally appeared the following persons exhibiting to me their Community Tax Certificates (CTC), to wit:

RODOLFO M. BALOG

Vice President

PHILHEALTH, Regional Office III

CTC No. _____

Issued on _____

Issued at _____

ALEXANDER O. TAN

General Manager

**PROJECT MANAGEMENT AND
TECHNICAL RESOURCES CORP.**

CTC No. 22739987

Issued on 1/16/14

Issued at MANDALUYONG CITY

known to me to be the same persons who executed the foregoing Contract Agreement, consisting of thirty-two (32) pages including the annexes and this page on which the acknowledgement is written, signed by the parties and their witness on each and every page and they acknowledged that the same is their free act and deed and that of the corporations being represented.

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

Notary Public


Atty. DENEESSE LORA T. CORTEZ

Notary Public Until Dec 31, 2015

Appointment No. IV-14

Attorney's Roll No. 59452

PTR No. 6071625/01/02/2014, Pampanga

IBP No. 904100/12/18/2013, Pampanga

MCLE Compliance No. IV-0013039

Doc. No. 456
Page No. 93
Book No. 711
Series of 2014

Bid Form

Date: January 20, 2014

Invitation to Bid¹ N^o: 1

To: **PHILHEALTH REGIONAL OFFICE III (PRO III)**
PhilHealth Bldg., Lazatin Blvd., San Agustin, City of San Fernando

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number 1 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Procurement of 1 Lot Steel Rack** in conformity with the said Bidding Documents for the sum of **Six Hundred Sixty Eight Thousand One hundred Sixty Pesos (668,160.00)** 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** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:³

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>None</u>	<u>None</u>	<u>None</u>
(if none, state "None")		

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

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

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

Dated this 20th day of January 2014.


Arnel L. Bondoc
[signature]

Sales Manager
[in the capacity of]

Duly authorized to sign Bid for and on behalf of **Project Management and Technical Resources, Corp.**



For Goods Offered From Abroad

Name of Bidder : PROJECT MANAGEMENT & TECHNICAL RESOURCES CORPORATION Invitation to Bid⁷ Number Page of

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit Price Delivered Duty Paid (DDP)	Total Price Delivered DDP (col 4 x 8)
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

2
per
1



Section VI. Schedule of Requirements

Item No.	Description	Qty.	Delivery
1	Procurement of 1 lot Steel Rack	45 sets	45 days from the issuance of the Notice to Proceed which includes the supply, delivery and assembly to specific locations within Region III to be determined by the procuring entity

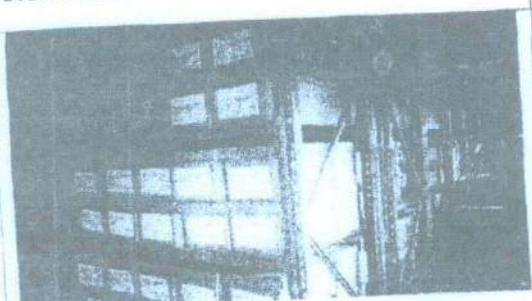
“READ, ACCEPTED AND GOOD FOR AGREEMENT”


Sarah Diaz

Section VII. Technical Specifications

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
 (Regional Office III)
 PhilHealth House, Cavendish Place, 3rd Floor, San Fernando, Pampanga
 Health Insurance Commission for Region III (philhealth.gov.ph)

Procurement of 45 sets Steel Racks

ILLUSTRATION	SPECIFICATION
<p>Steel Racks</p> 	<p>Heavy duty, stand alone, collapsible Shelving System, floor stand; 4 flat solid steel/metal layers, steel gauge # 20, 200x80x300 crossbeam 50x80 standing column 90x70 the thickness of column and beam is 2.5mm, cross piece is 1.35 depth with locker and screw, powder-coated light-blue and light gray</p>

Terms and Condition will be included in the contract:

1. After sales maintenance of the units
2. Transfer of Technology

Warranty on Parts: 1 year

Delivery Period: 30 Days

LUZVIMINDA P. KOH
 GSU HEAD

IT UNIDAS A. LUMBA
 AO IV

Approved:
 RODOLFO M. BALOG
 VICE PRESIDENT PRO III

[Handwritten signature]



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Regional Health Insurance Office – REGION III
2F 168 PhilHealth Bldg, Lazatin Blvd, San Agustin, San Fernando, Pampanga
Healthline (045) 963-7125 / 963-7148 www.philhealth.gov.ph



SUPPLEMENTAL BID BULLETIN

To : All Prospective Bidders

From : Sgd. DANILO M. REYNES, M.D.
Chairperson, Bids and Awards Committee

Subject : Amendments and Clarifications during the Pre-Bid Conference on
January 8, 2014

Date : 10 January 2014

In relation to the pre-bid conference conducted on January 8, 2014 for the **Procurement of Office Fixtures – 1 Lot Steel Racks for PRO III CY 2013**, please be advised of the following amendments and clarifications:

- a.) The delivery period of the goods is extended from thirty (30) days to forty-five (45) days from the issuance of the Notice to Proceed which includes the supply, delivery and assembly to specific locations within Region III to be determined by the procuring entity (technical specifications of the bidding documents - page 59).
- b.) The specifications of the heavy duty, stand alone, collapsible shelving system; floor stand; 4 flat solid steel/metal layers powder coated light-blue and light gray are as follows: width = 2,000 mm, deep = 800 mm, height = 3,000 mm, and minimum capacity = 750kg/level (technical specifications of the bidding documents - page 59).
- c.) Bid Securing Declaration will be accepted as a form of bid security in compliance with the GPPB Resolution No 03-2012, dated 27 January 2012.
- d.) A sample of the steel rack will be required before the delivery.
- e.) Clear copy of the application for renewal and the corresponding official receipt of payment will be accepted in lieu of the 2014 Mayor's Permit.

A copy of this Supplemental / Bid Bulletin shall be submitted together with the requirements in the Technical Proposal Envelope.

Please be guided accordingly.

Signature

Section IV. General Conditions of Contract

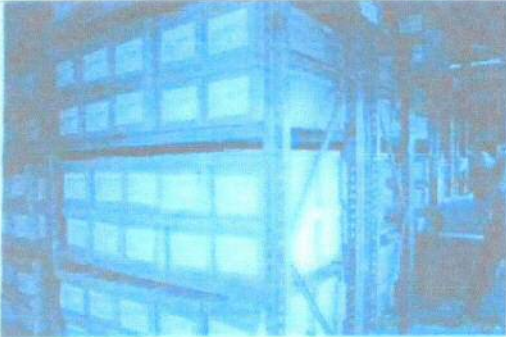
Notes on the General Conditions of Contract

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

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



Procurement of 45 sets Steel Racks

ILLUSTRATION	SPECIFICATION								
Steel Racks 	<p>Heavy duty, stand alone, collapsible Shelving System; floor stand; 4 flat solid steel/metal layers powder-coated light-blue and light gray; Racking beams are formed as an "step" profile section with a 2-3 fingered claw that allows the Long span racking to be adjusted on a pitch of 50mm; fitted with support bars and mesh deck on all Long span racking bays to load loose goods; The tie also locates into the long span racking beam eliminating any beam rotation. Safety pins are fixed to beam claws to prevent dropping of beams if any improper operation; Each Long span racking level is then fitted with 18mm thick high density chipboard or steel panels.</p> <table><tr><td>Width</td><td>2000mm</td></tr><tr><td>Deep</td><td>800mm</td></tr><tr><td>Height</td><td>3000mm</td></tr><tr><td>Minimum capacity</td><td>750 kg/ level</td></tr></table>	Width	2000mm	Deep	800mm	Height	3000mm	Minimum capacity	750 kg/ level
Width	2000mm								
Deep	800mm								
Height	3000mm								
Minimum capacity	750 kg/ level								

Signature

TABLE OF CONTENTS

1. DEFINITIONS	42
2. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES	43
3. INSPECTION AND AUDIT BY THE FUNDING SOURCE	44
4. GOVERNING LAW AND LANGUAGE	44
5. NOTICES.....	44
6. SCOPE OF CONTRACT.....	44
7. SUBCONTRACTING	44
8. PROCURING ENTITY’S RESPONSIBILITIES.....	45
9. PRICES	45
10. PAYMENT	45
11. ADVANCE PAYMENT.....	46
12. TAXES AND DUTIES	46
13. PERFORMANCE SECURITY.....	46
14. USE OF CONTRACT DOCUMENTS AND INFORMATION	47
15. STANDARDS	47
16. INSPECTION AND TESTS.....	47
17. WARRANTY	48
18. DELAYS IN THE SUPPLIER’S PERFORMANCE	48
19. LIQUIDATED DAMAGES.....	49
20. SETTLEMENT OF DISPUTES	49
21. LIABILITY OF THE SUPPLIER.....	50
22. FORCE MAJEURE	50
23. TERMINATION FOR DEFAULT.....	50
24. TERMINATION FOR INSOLVENCY	51
25. TERMINATION FOR CONVENIENCE.....	51
26. TERMINATION FOR UNLAWFUL ACTS	52
27. PROCEDURES FOR TERMINATION OF CONTRACTS.....	52
28. ASSIGNMENT OF RIGHTS.....	53
29. CONTRACT AMENDMENT.....	53

30. APPLICATION 53

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. 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;
- (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

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, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the **SCC**.

10. Payment

- 10.1. Unless otherwise specified in the **SCC**, 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 specified in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance 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, ten percent (10%) of the Contract price shall be paid within sixty (60) calendar days from signing of the contract and upon submission of a claim and a bank guarantee issued by a licensed bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- 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. Unless otherwise specified in the SCC, 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. Unless otherwise specified in the SCC, 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.
- 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 every progress 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, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the **SCC**. 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. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.

- 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. Subject to additional provisions, if any, set forth in the SCC, the Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
- 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 its 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.
- 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 anytime before receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>Philippine Health Insurance Corporation, Regional Office III.</i>
1.1(i)	The Supplier_____ is (<i>the winning bidder</i>)_____.
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through <i>PhilHealth Corporate Operating Budget 2013</i> in the amount of <i>Six Hundred Seventy-Five Thousand Pesos only (Php675,000.00).</i>
1.1(k)	The Project Site is <i>Philippine Health Insurance Corporation, Regional Office III.</i>
5.1	<p>The Procuring Entity's address for Notices is: <i>PhilHealth Regional Office III.</i></p> <p>The Supplier's address for Notices is: to be determined after declaration of the winning bidder</p>
6.2	No additional requirements
9	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-A.
10.1	No further instructions.
10.4	No further instructions.
13.1	No further instructions.
13.4	No further instructions..
13.4(c)	No further instructions.
16.1	None.
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4 and 17.5	The period for correction of defects in the warranty period is within the contract period.
19	<p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action</p>

	and remedies open to it.
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."
21.1	No additional provision.

FROM :

FAX NO. : 6381432

11 Feb. 2014 2:01PM P1

11 Feb. 2014 01:33 P 1
14-02-0089

FROM : OSU

FAX NO. :



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Regional Health Insurance Office - REGION III
2F 108 PhilHealth Bldg., Luzatin Blvd, San Agustin, San Fernando, Pampanga
PhilHealth (045) 963-7125 / 963-7148 www.philhealth.gov.ph



PhilHealth Insurance Corporation
Regional Office III
San Fernando, Pampanga

NOTICE OF AWARD

MR. ARNEL L. BONDOC

Sales Manager

PROJECT MANAGEMENT & TECHNICAL RESOURCES CORP.
Up-Town Bldg., 36-38 Madison St.
Mandaluyong City, Philippines

Dear Sir,

We are happy to notify you that the Procurement for the One (10 Lot Steel Racks for Philhealth Regional Office III is hereby awarded to you as the Single Calculated Responsive Bidder at a Contract Price equivalent to SIX HUNDRED SIXTY-EIGHT THOUSAND ONE HUNDRED SIXTY PESOS ONLY (Php 668,160.00).

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

Very truly yours,

RODOLFO M. BALOG

Vice-President

Philhealth Regional Office III

Conforme:

MR. ARNEL L. BONDOC

Sales Manager

PROJECT MANAGEMENT & TECHNICAL RESOURCES CORP.

Up-Town Bldg., 36-38 Madison St.

Mandaluyong City, Philippines

By: *Sarah Bonar*

Printed Name & Signature

Date:

Feb 11 14