CONTRACT FOR THE PROCUREMENT OF ACRYLIC POSTER FRAMES

THIS CONTRACT made on the NOV 26 2014 day of _____, 2014 between **PHILIPPINE HEALTH INSURANCE CORPORATION,** a government-owned and controlled corporation created and existing by virtue of R.A. 7875, as amended by R.A. 10606, otherwise known as the "National Health Insurance Act of 2013", with office address at 17th Floor, Citystate Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **EXECUTIVE VICE PRESIDENT AND CHIEF OPERATING OFFICER, RAMON F. ARISTOZA, JR.,** (hereinafter called **"PHILHEALTH"**);

-and-

DVK PHILIPPINES ENTERPRISES, a single proprietorship registered with the Department of Trade and Industry under Certificate No. 00910772 issued on 4 December 2009, and existing under the laws of the Republic of the Philippines, with business address at 14 Marcel Drive, Sangandaan, Quezon City, represented herein by its **PROPRIETOR, DENNIS CHRISTOPHER S. DEE**, (hereinafter called **"DVK PHILS."**).

WITNESSETH: That –

WHEREAS, PHILHEALTH invited Bids for the **Procurement of Acrylic Poster Frames (ITB No. APF 2014-008-GS)** and has accepted the Bid by **DVK PHILS.** for the supply of those goods and services in the sum of **SEVEN HUNDRED EIGHTY FIVE THOUSAND TWO HUNDRED FOURTEEN PESOS (PhP785,214.00) ONLY,** (hereinafter called **"the Contract Price"**).

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as they hereby agree and bind themselves as follows:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereunder referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:

   (a) the Financial Proposal submitted by **DVK PHILIPPINES ENTERPRISES (Annex "A")**;
   (b) the Schedule of Requirements **(Annex "B")**;
   (c) the Technical Specifications **(Annex "C")**;
   (d) the General Conditions of Contract **(Annex "D")**;
   (e) the Special Conditions of Contract **(Annex "E")**;
   (f) the Bid Bulletin No. 01 **(Annex "F")**;
   (g) the BAC-GS Resolution No. 086, s. 2014 **(Annex "G")**;
   (h) the Notice of Award **(Annex "H")**; and,
   (i) the Performance Security **(Annex "I")**.

3. In consideration of the payments to be made by **PHILHEALTH** to **DVK PHILS.** as hereinafter mentioned, **DVK PHILS.** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

4. **PHILHEALTH** hereby covenants to pay **DVK PHILS.** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable at the time and in the manner prescribed by this Contract.

5. The contract price covers the costs of all Deliverable Items and Services and includes all applicable taxes and duties, including the 12% Value Added Tax (VAT), customs duties, license

Ramon F. Aristoza, Jr.
Executive Vice President and Chief Operating Officer

Dennis Christopher S. Dee
Proprietor

Witness for DVK Philippines Enterprises

Edgar John S. Asuncion
Senior Vice President/Chief Legal Executive, Legal Sector

Witness for DVK Philippines Enterprises

Israel Francis A. Pargas, MD
OIC-Vice President, Corporate Affairs Group

Rochelle Ann L. San Pedro
OIC-Senior Manager, Corporate Marketing Department

Hannah Antonio Dalisay
Division Chief IV, AIC Division
Comptrollership Dept.

fees, freight, insurance, cost of importation and delivery at the time and locations specified and other charges which may be imposed on the Product by foreign and local authorities.

6. **DVK PHILS.** hereby covenants to deliver in favor of **PHILHEALTH** the **Acrylic Poster Frames** and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract.

7. **Within five (5) Calendar Days** after complete delivery to and acceptance by **PHILHEALTH, DVK PHILS.** shall submit the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements as may be required by the former as condition for payment. **PHILHEALTH** shall thereafter pay the sum of **Seven Hundred Six Thousand Six Hundred Ninety Two Pesos and Sixty Centavos (PhP706,692.60) only,** which is ninety percent (90%) of the total contract price.

   As obligation for the warranty, **PHILHEALTH** shall withhold **ten percent (10%) of the total contract price** as **retention money** or as obligation for **"Warranty"** in an amount equivalent to **Seventy Eight Thousand Five Hundred Twenty One Pesos and Forty Centavos (PhP78,521.40.00) only. Said amount shall only be released after the lapse of the One (1) year warranty period** for non-expendable supplies as required under Section 62 (Warranty) of the Revised IRR of R.A. 9184 . Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under this Contract have been fully met. Provided further, that **DVK PHILS.** 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 be valid for **one (1) year** covering the whole duration of the warranty period.

8. **DVK PHILS.** shall be amenable to deliver additional goods/services subject to the conditions of **REPEAT ORDER** under **Section 51 of the Revised IRR of R.A. 9184**.

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 Contract 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:

RAMON F. ARISTOZA, JR.
Executive Vice President and
Chief Operating Officer

DVK PHILIPPINES ENTERPRISES

By:

DENNIS CHRISTOPHER S. DEE
Proprietor

Signed in the presence of:

EDGAR JULIO S. ASUNCION
Senior Vice President/Chief Legal Executive

Witness for **DVK Philippines Enterprises**

ISRAEL FRANCIS A. PARGAS, MD
OIC – Vice President
Corporate Affairs Group

ROCHELLE ANN L. SAN PEDRO
OIC-Senior Manager
Corporate Marketing Department

HANNAH ANTONIO DALISAY
Division Chief IV/DRAS – AIC Division,
Comptrollership Department

CAF-2014-10-32

Witness for **DVK Philippines Enterprises**

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASIG CITY) S.S.

BEFORE ME, this 26 NOV day of 2014 2014, personally appeared the following persons exhibiting to me their respective Government-issued ID's, to wit:

	Identification Card and No.	Date/Place of Issue
RAMON F. ARISTOZA, JR. Philippine Health Insurance Corporation	_____	_____
DENNIS CHRISTOPHER S. DEE DVK Philippines Enterprises	_____	_____

Known to me to be the same persons who executed the foregoing Agreement consisting of Thirty Five (35) pages including the annexes and this page on which the acknowledgement is written and they acknowledged that the same is their free act and deed and that of the corporations being represented.

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

Doc No. 283;
Page No. 58;
Book No. XXVI;
Series of 2014.

EDWIN G. CONDAYA
NOTARY PUBLIC
PASIG, TAGUIG, PATEROS & SAN JUAN
UNTIL DEC. 31, 2014
PTR NO. 9829478 / 01-03-14
IBP NO. 950617 / 01-03-14
ROLL NO. 26663
TIN NO. 210-588-191-000
MCLE IV - 0005247

Bid Form

Date: July 3, 2014
Invitation to Bids No.:APF 2014-008-GS

The Chairperson
The Bids and Awards Committee
PHILHEALTH

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers 01, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply /delivery/perform Acrylic Poster Frames in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS	COST per piece (Inclusive of VAT)	Total Cost (Inclusive of VAT)
TOTAL **PESOS: SEVEN HUNDRED EIGHTY FIVE THOUSAND TWO HUNDRED FOURTEEN ONLY**	**P 1,998.00**	**P 785,214.00**

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 the BDS and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 3rd day of July 2014.

[signature] ***DENNIS CHRISTOPHER S. DEE*** ***PROPRIETOR***

Duly authorized to sign Bid for and on behalf of DVK Philippines Enterprises

ANNEX "A"

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Days/Weeks/ Months
1	Acrylic Poster Frame	131 sets. Each set includes the following: Three (3) poster frame with bolts & nuts and Three (3) kind of poster.	131 sets. Each set includes the following: Three (3) poster frame with bolts & nuts and Three (3) kind of poster.	Within forty-five (45) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed. This includes period for the winning bidder to provide sample/mock design and approval by the end-user.

I hereby certify to comply and deliver all the above requirements.

DVK Philippines Enterprises	DENNIS CHRISTOPHER S. DEE PROPRIETOR, DVK PHILIPPINES ENTERPRISES	JUL 0 3 2014
Name of Company/Bidder	Signature over Printed Name of Representative	Date

ANNEX "B"

Section VII. Technical Specifications

SPECIFICATIONS	Statement of Compliance
* Statement of Compliance- Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause Error! Reference source not found. and/or GCC Clause Error! Reference source not found.	
Bidding for the Procurement of Acrylic Poster Frames	Statement of Compliance *
Item: CUSTOMIZED ACRYLIC POSTER FRAMES Quantity: 131 sets. Each set includes the following: Three (3) poster frame with bolts & nuts and Three (3) kinds of poster. Color: See attached design Packaging: Bubble Wrap Warranty: One (1) year warranty from the date of complete delivery. Defective units under warranty period shall be replaced within fifteen (15) calendar days upon receipt of notice by the winning bidder. 2 PARTS: 1.) 2 Poster Frame Materials: Plastic Color: clear Size: 17"x21" Thickness: 3mm each frame, total of 6mm Height of Mount (distance from the wall): 3cm Type: with 4 nuts & bolts; stainless Nuts & Bolts: 4 pairs Size of nuts & bolts: 18x25mm Distance of bolts & nuts holes: Just enough to hold The poster frame. Can be accommodated during The approval of the sample. 2.) Poster Color: Full Color Size: 15"x19" Paper Stock: C2S#120	COMPLY

I hereby certify to comply with all the above Technical Specifications

DVK Philippines Enterprises		JUL 03 2014
Name of Company/Bidder	Signature over Printed Name of Representative DENNIS CHRISTOPHER S. DEE PROPRIETOR, DVK PHILIPPINES ENTERPRISES	Date

Section IV. General Conditions of Contract

36. Definitions

36.1. 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.

37. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

37.1. 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.

37.2. 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 37.1(a).

38. **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.

39. Governing Law and Language

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

39.2. 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.

40. Notices

40.1. 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.

40.2. 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 40.1.

41. Scope of Contract

41.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

41.2. 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.

42. **Subcontracting**

42.1. 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.

42.2. 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.

43. Procuring Entity's Responsibilities

43.1. 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.

43.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 41.

44. Prices

44.1. 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.

44.2. 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 64.

45. Payment

45.1. 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 52.

45.2. 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 41.2, and upon fulfillment of other obligations stipulated in this Contract.

45.3. Pursuant to GCC Clause 45.2, 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.

45.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

46. Advance Payment and Terms of Payment

46.1. 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.

46.2. 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.

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

47. 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.

48. Performance Security

48.1. 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.

48.2. 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.

48.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

48.4. 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.

48.5. 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.

49. Use of Contract Documents and Information

49.1. 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.

49.2. Any document, other than this Contract itself, enumerated in GCC Clause 49.1 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.

50. 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.

51. Inspection and Tests

51.1. 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.

51.2. 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.

51.3. 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.

51.4. 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 40.

51.5. 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.

52. Warranty

52.1. 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.

52.2. 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.

52.3. 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.

52.4. 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.

52.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 52.4, 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.

53. Delays in the Supplier's Performance

53.1. 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.

53.2. 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 57, 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.

53.3. Except as provided under GCC Clause 57, 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 54, unless an extension of time is agreed upon pursuant to GCC Clause 64 without the application of liquidated damages.

54. Liquidated Damages

Subject to GCC Clauses 53 and 57, 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 58, without prejudice to other courses of action and remedies open to it.

55. Settlement of Disputes

55.1. 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.

55.2. 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.

55.3. 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.

55.4. 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."

55.5. 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.

56. Liability of the Supplier

56.1. 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.

56.2. 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.

57. Force Majeure

57.1. 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*.

57.2. 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.

57.3. 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*.

58. Termination for Default

58.1. 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 contact 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.

58.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 58 to 61, 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.

58.3. 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.

59. 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.

60. Termination for Convenience

60.1. 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.

60.2. 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.

60.3. 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 merit* 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.

61. Termination for Unlawful Acts

61.1. 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.

62. Procedures for Termination of Contracts

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

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.

(c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

(d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;

(e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;

(f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

(g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and

(h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

63. 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.

64. 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.

65. 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 ***Philippine Health Insurance Corporation.***
1.1(i)	The Supplier is *[to be inserted at the time of contract award].*
1.1(j)	The Funding Source is: **Philippine Health Insurance Corporation Corporate Operating Budget for CY 2014:** ***ONE MILLION TWO HUNDRED EIGHTEEN THOUSAND AND THREE HUNDRED PESOS (PhP1,218,300.00)*** for the ***BIDDING FOR THE PROCUREMENT OF ACRYLIS POSTER FRAME***
1.1(k)	The Project Site is *at PhilHealth Head Office Citystate Centre 709 Shaw Blvd., Brgy. Oranbo, Pasig City*
5.1	The Procuring Entity's address for Notices is: ***SVP MELINDA C. MERCADO, Chief Management Executive, Chairperson for BAC – Goods and Services, Room 1003, 10th Floor CityState Centre,709 Shaw Boulevard, Pasig City***
6.2	Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI. Delivery and Documents – The Delivery terms of this Contract shall be as follows: The Acrylic Poster Frames shall be delivered to the PhilHealth Supply Section, Room 1501, 15th Floor Citystate Centre 709 Shaw Blvd., Brgy. Oranbo, Pasig City. Risk and title will pass from the Supplier to PhilHealth upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods and Services 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: Upon delivery of the Goods and Services to the Project Site, the Supplier shall notify PhilHealth and present the following documents to PhilHealth: (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. **Packaging –** The Winning Bidder shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points

	in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the PhilHealth. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Insurance –** The Goods supplied under this Contract shall be fully insured by the Winning Bidder 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 Winning Bidder until their final acceptance by the PhilHealth. **Transportation –** PhilHealth accepts no liability for the damage of Goods during transit. 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 PhilHealth until their receipt and final acceptance at the final destination. **Patent Rights –** The Winning Bidder shall indemnify the PhilHealth against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
10.2	NO FURTHER INSTRUCTIONS
10.4	NO FURTHER INSTRUCTIONS
13.4(c)	NO FURTHER INSTRUCTIONS
16.1	The inspections/tests that will be conducted are: PhilHealth technical personnel must review the testing conducted by the bidder based on the test and actual results submitted. All deliverables mentioned above should be checked by PHILHEALTH and if found to have deficiencies shall be complied by the bidder before the final acceptance and turnover of the project.
17.3	All works shall be provided with one (1) year warranty against defects on materials and workmanship. During this period, the winning bidder shall correct any such defect.

17.4	In case of defects in the acrylic poster frames delivered by the winning bidder, PhilHealth has the right to return and demand replacement of the defective umbrellas at the expense of the winning bidder. Replacement of the items shall be made within fifteen (15) calendar days upon notice.
21.1	NO ADDITIONAL PROVISION

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre Building, 709 Shaw Boulevard, Pasig City
Healthline 441-7444 www.philhealth.gov.ph

BID BULLETIN NO. 01
(ITB NO. APF 2014-008-GS)
BIDDING FOR THE PROCUREMENT OF ACRYLIC POSTER FRAMES

In accordance with Republic Act 9184 (RA 9184), the result of the Pre-bid Conference held on 20 June 2014 is hereby issued. The following provisions or items in the *Bidding for the Procurement of Acrylic Poster Frames (ITB No. APF 2014-008-GS)* is hereby clarified, viz:

	PROVISION	AMENDMENT/CLARIFICATION
1	Section III. Bid Data Sheet ITB Clause 5.4 ***Single Contract:*** The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(iii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. For the selected Single Contract which is equivalent to at least fifty percent (50%) of the Approved Budget for the Contract (ABC) as stated in Annex "A" , the bidder must attach a copy of the contract OR purchase order AND end-user's acceptance OR official receipt. For this purpose, similar contracts shall refer to supply and delivery of corporate giveaways.	Section III. Bid Data Sheet ITB Clause 5.4 ***Single Contract:*** The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(iii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. For the selected Single Contract which is equivalent to at least fifty percent (50%) of the Approved Budget for the Contract (ABC) as stated in Annex "A" , the bidder must attach a copy of the contract OR purchase order AND end-user's acceptance OR official receipt. For this purpose, similar contracts shall refer to supply and delivery of "acrylic products".
2	Section VII – Technical Specifications Item: CUSTOMIZED ACRYLIC POSTER FRAMES Quantity: 393 pieces (131 pieces per set) Color: See attached design Packaging: Bubble Wrap Warranty: One (1) year warranty from the date of complete delivery. Defective units under warranty period shall be replaced within fifteen (15) calendar days upon receipt of notice by the winning bidder. 2 PARTS: 1.) 2 Poster Frame Materials: Plastic Color: clear Size: 17"x21" Thickness: 3mm Height of Mount (distance from the wall): 3cm Type: with 4 nuts & bolts; stainless Nuts & Bolts: 4 pairs Size of nuts & bolts: 18x25mm 2.) Poster Color: Full Color Size: 15"x19" Paper Stock: C2S#120	Section VII – Technical Specifications Item: CUSTOMIZED ACRYLIC POSTER FRAMES **Quantity: 131 sets. Each set includes the following:** **three (3) poster frame with bolts & nuts and three (3) kinds of poster.** Color: See attached design Packaging: Bubble Wrap Warranty: One (1) year warranty from the date of complete delivery. Defective units under warranty period shall be replaced within fifteen (15) calendar days upon receipt of notice by the winning bidder. 2 PARTS: 1.) 2 Poster Frame Materials: Plastic Color: clear Size: 17"x21" **Thickness: 3mm each frame, total of 6mm** Height of Mount (distance from the wall): 3cm Type: with 4 nuts & bolts; stainless Nuts & Bolts: 4 pairs Size of nuts & bolts: 18x25mm **Distance of bolts & nuts holes: Just enough to hold The poster frame. Can be accommodated during The approval of the sample.** 2.) Poster Color: Full Color Size: 15"x19" Paper Stock: C2S#120

3	Bidding Documents Section II. Instructions to Bidders Clause 5.5 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC). The NFCC, computed using the following formula, must be at least equal to the ABC to be bid: NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project. Where: K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years. The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.	**Bidding Documents** **Instructions to Bidders** **Clause 5.5 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:** NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid. Where: K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years. **The values if the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).**
	Bidding Documents Instructions to Bidders Clause 12.1(a)(v) 12. Documents Comprising the Bid: Eligibility and Technical Components 12.1 Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents: (a) Eligibility Documents Class "A" Documents (v) NFCC computation or CLC in accordance with ITB Clause 5.5	**Bidding Documents** **Instructions to Bidders** **Clause 12.1(a)(v)** 12. Documents Comprising the Bid: Eligibility and Technical Components 12.1 Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents: (a) Eligibility Documents Class "A" Documents **(v) NFCC computation in accordance with ITB Clause 5.5**

4	Section III – Bid Data Sheet 20.3 Each bidder shall submit and drop one (1) mother envelope which contains the two (2) envelopes in the bid box. The first envelope shall be labeled as "ORIGINAL BID", containing the "ORIGINAL TECHNICAL COMPONENT" AND "ORIGINAL FINANCIAL COMPONENT". The second envelope shall be labeled as "COPY NO. 1", containing "COPY NO. 1 – TECHNICAL COMPONENT" AND "COPY NO. 1- FINANCIAL COMPONENT". All copies of the TECHNICAL and FINANCIAL COMPONENTS of the Bid (Original and Copy No. 1) shall be signed, and each and every page thereof shall be initialed by the duly authorized representative/s of the Bidder with page number clearly indicated. Each type of document should be properly tabbed/labeled. Non-compliance may be a ground for disqualification at the discretion of the BAC.	Section III – Bid Data Sheet 20.3 Each bidder shall submit one (1) mother envelope which contains the two (2) **envelopes** and drop in the bid box. The first envelope shall be labeled **as** "ORIGINAL BID", containing the "ORIGINAL TECHNICAL COMPONENT" AND "ORIGINAL FINANCIAL COMPONENT". The second envelope shall be labeled as **"DUPLICATE"**, containing "DUPLICATE – TECHNICAL COMPONENT" AND "DUPLICATE- FINANCIAL COMPONENT". All copies of the TECHNICAL and FINANCIAL COMPONENTS of the Bid (Original and Duplicate) shall be signed, and each and every page thereof shall be initialed by the duly authorized representative/s of the Bidder with page number clearly indicated. Each type of document should be properly tabbed/labeled. Non-compliance may be a ground for disqualification at the discretion of the BAC.
5	Section V – Special Conditions of the Contract All works shall be provided with one (1) year warranty against defects on materials and workmanship. During this period, the winning bidder shall correct any such defect.	Section V – Special Conditions of the Contract All works shall be provided with one (1) year warranty against **damages**/defects on materials and workmanship. During this period, the winning bidder shall **replace defective poster frames.**
6	Section V – Special Conditions of the Contract 17.4 In case of defects in the acrylic poster frames delivered by the winning bidder, PhilHealth has the right to return and demand replacement of the defective umbrellas at the expense of the winning bidder. Replacement of the items shall be made within fifteen (15) calendar days upon notice.	Section V – Special Conditions of the Contract 17.4 In case of defects in the acrylic poster frames delivered by the winning bidder, PhilHealth has the right to return and demand replacement of the defective **acrylic poster frames** at the expense of the winning bidder. Replacement of the items shall be made within fifteen (15) calendar days upon notice.
7	Please take note of the following items in the bidding documents as compliance to the amendments made by the Government Procurement Policy Board (GPPB) through various GPPB Resolutions: a) 12.1 (a)(vi) (page 10 of 50) – Tax Clearance; b) 18.1 – Bid Security; and c) Section VIII – Bidding Forms, Annex "E" Omnibus Sworn Statement	
8	Installation of the acrylic poster frames for this project procurement is **not included**.	
9	Delivery, Receiving and Acceptance of Items/Location Distribution: The acrylic poster frames and posters shall be delivered at the project site of PhilHealth Central Office, Citystate Centre 709 Shaw Blvd., Brgy. Oranbo, Pasig City.	
10	Cost per unit: PhilHealth will handle the cost of delivery and shipment charges to its Regional Offices, if any. In case there are damaged goods upon inspection, the winning bidder shall be accountable for the repair cost. Also, PhilHealth is not liable for the damage of goods during transit to the project site of PhilHealth Central Office.	
11	Warranty shall cover the cost of repair as stated in Section V – Special Conditions of Contract under GCC Clause 17.3	

12	**Basis of Payment:** Thirty (30) days upon acceptance and approval of the items, and if there are no problems with the documentation.
13	For the amended **Schedule of Requirements**, please see attached Annex "A" of this Bid Bulletin.
14	For the amended **Technical Specifications**, please see attached Annex "B" of this Bid Bulletin.

The deadline for **submission of bid proposals** will be on **3 July 2014, 1:30 p.m.** Likewise, Opening of Bids will commence on the said date and time.

Those bidders who obtained the bidding documents for this project and would not submit their respective bid proposals on 3 July 2014 must submit a letter of non-participation stating their reasons at the Office of the Secretariat for the Bids and Awards Committees. The letter of non-participation must be submitted to SBAC on or before 5:00 p.m. of 3 July 2014.

Issued this 26th day of June 2014.

SVP MELINDA C. MERCADO
Chairperson

ATTY. GERMAIN G. LIM
Vice-Chairperson

VP GREGORIO C. RULLODA
Member

OIC-VP ISRAEL FRANCIS A. PARGAS, MD
Member

SM NARISA PORTIA J. SUGAY, MD
Member

SM CHONA S. YAP
Member

OIC-SM ROCHELLE L. SAN PEDRO
Member/End-User

ANNEX "A"

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Days/Weeks/ Months
1	Acrylic Poster Frame	131 sets. Each set includes the following: Three (3) poster frame with bolts & nuts and Three (3) kind of poster.	131 sets. Each set includes the following: Three (3) poster frame with bolts & nuts and Three (3) kind of poster.	Within forty-five (45) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed. This includes period for the winning bidder to provide sample/mock design and approval by the end-user.

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder	Signature over Printed Name of Representative	Date

ANNEX "B"

Section VII. Technical Specifications

SPECIFICATIONS	Statement of Compliance
* Statement of Compliance- Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause Error! Reference source not found. and/or GCC Clause Error! Reference source not found.	
Bidding for the Procurement of Acrylic Poster Frames	Statement of Compliance *
Item: CUSTOMIZED ACRYLIC POSTER FRAMES Quantity: 131 sets. Each set includes the following: Three (3) poster frame with bolts & nuts and Three (3) kinds of poster. Color: See attached design Packaging: Bubble Wrap Warranty: One (1) year warranty from the date of complete delivery. Defective units under warranty period shall be replaced within fifteen (15) calendar days upon receipt of notice by the winning bidder. 2 PARTS: 1.) 2 Poster Frame Materials: Plastic Color: clear Size: 17"x21" Thickness: 3mm each frame, total of 6mm Height of Mount (distance from the wall): 3cm Type: with 4 nuts & bolts; stainless Nuts & Bolts: 4 pairs Size of nuts & bolts: 18x25mm Distance of bolts & nuts holes: Just enough to hold The poster frame. Can be accommodated during The approval of the sample. 2.) Poster Color: Full Color Size: 15"x19" Paper Stock: C2S#120	COMPLY

I hereby certify to comply with all the above Technical Specifications

Name of Company/Bidder	Signature over Printed Name of Representative	Date

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre Building, 709 Shaw Boulevard, Pasig City
Healthline 441-7444 www.philhealth.gov.ph

BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (BAC-GS)
RESOLUTION NO. 086, S. 2014

RESOLUTION RECOMMENDING THAT THE CONTRACT FOR THE PROCUREMENT OF ACRYLIC POSTER FRAME UNDER ITB NO. APF 2014-008-GS BE AWARDED IN FAVOR OF DVK PHILIPPINES ENTERPRISES AS THE BIDDER WITH THE LOWEST CALCULATED RESPONSIVE BID (LCRB)

WHEREAS, the Bids and Awards Committee for Goods and Services (BAC-GS) advertised at the PhilG-EPS, the PhilHealth Website and the office premises an Invitation to Bid (ITB) for the Procurement of Acrylic Poster Frame (ITB No. APF 2014-008-GS) during the period June 13, 2014 to June 19, 2014;

WHEREAS, the Approved Budget for the Contract (ABC) of the subject procurement is in the amount of One Million Two Hundred Eighteen Thousand Three Hundred Pesos (PhP1,218,300.00);

WHEREAS, in response to the said invitation, three (3) prospective bidders purchased the bidding documents, namely: (1) MZR Unica, Inc., (2) DVK Philippines Enterprises and (3) Token Avenue Trading;

WHEREAS, during the Opening of Bids on 3 July 2014 at 1:30 p.m., all three (3) bidders submitted their bids;

WHEREAS, during the said Opening of Bids, the BAC-GS utilized a checklist in accordance with the provisions of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, during the evaluation of the bid, the BAC-GS arrived at the following results:

Proponents	Evaluation Results
1. MZR Unica, Inc.	Disqualified The submitted Omnibus Sworn Statement has inappropriate name of the authorized representative
2. DVK Philippines Enterprises	PhP785,214.00 2nd Lowest Calculated Bid (2nd LCB)
3. Token Avenue Trading	**PhP781,284.00** **Lowest Calculated Bid** **(LCB)**

WHEREAS, based on the above result, Token Avenue Trading was declared as the bidder with the Lowest Calculated Bid (LCB) to be subjected to post-qualification by the BAC-GS Technical Working Group A;

WHEREAS, during the BAC-GS meeting held on 15 July 2014, the TWG presented the corresponding Post-Disqualification Evaluation Report to the BAC-GS on Token Avenue Trading with the recommendation that said bidder be "post-disqualified" on the following ground, to quote:

> *"Based on the post-qualification inspection and evaluation conducted vis-à-vis the Bidding Documents submitted by bidder* ***TOKEN AVENUE TRADING*** *on the* ***Procurement of Acrylic Poster Frame (ITB No. APF 2014-008-GS),*** *the*

BAC-GS TWG A has found them to be non-compliant with the requirements and conditions as specified in the Bidding Documents for the subject procurement and it is therefore submitted that its Bid Proposal should be declared as ***NON-RESPONSIVE.***"

WHEREAS, the BAC-GS concurred with the recommendation of the TWG and declared Token Avenue Trading as post-disqualified, thru BAC-GS Resolution No.075, s. 2014 (attached as Annex "A") and thus instructed the BAC-GS TWG A to proceed with the post-qualification of DVK Philippines Enterprises as the 2nd LCB;

WHEREAS, on 5 August 2014, the BAC-GS TWG A presented the corresponding Post-Qualification Evaluation Report to the BAC-GS with the recommendation that DVK Philippines Enterprises be declared as "post-qualified" as the bidder with the Lowest Calculated Responsive Bid (LCRB) on the following ground, to quote:

"Based on the post-qualification inspection and evaluation conducted vis-à-vis the Bidding Documents submitted by bidder ***DVK PHILIPPINES ENTERPRISES*** *on the* ***Procurement of Acrylic Poster Frames (ITB No. APF 2014-008-GS),*** *the BAC-GS TWG A has found them to be compliant with the requirements and conditions as specified in the Bidding Documents for the subject procurement and it is therefore submitted that its Bid proposal should be declared as* ***RESPONSIVE.***"

NOW, THEREFORE, premises considered, the BAC-GS resolves, to declare DVK Philippines Enterprises as the bidder with the Lowest Calculated Responsive Bid (LCRB) and recommend that the contract for the Procurement of Acrylic Poster Frame under ITB No. APF 2014-008-GS be awarded to the said bidder.

IT IS SO RESOLVED.

Signed this 5th day of August 2014 at Pasig City.

SVP MELINDA C. MERCADO
Chairperson

On Official Travel
ATTY. GERMAIN G. LIM
Vice-Chairperson

On Official Business
VP GREGORIO C. RULLODA
Member

OIC-VP ISRAEL FRANCIS A. PARGAS, M.D.
Member

SM NARISA PORTIA J. SUGAY, M.D.
Member

SM CHONA S. YAP
Member

OIC-SM ROCHELLE ANN L. SAN PEDRO
Member/End-User

[√] APPROVED
[ ] DISAPPROVED
[ ] Others _____

ALEXANDER A. PAMILLA
President and CEO
Date Signed: _____

Resolution recommending that the Contract for the Procurement of Acrylic Poster Frame under ITB No. APF 2014-008-GS be awarded in favor of DVK Philippines Enterprises as the Bidder with the Lowest Calculated Responsive Bid (LCRB)

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre Building, 709 Shaw Boulevard, Pasig City
Healthline 441-7444 www.philhealth.gov.ph

NOTICE OF AWARD
Procurement of Acrylic Poster Frame
(ITB No. APF 2014-008-GS)

Date of Issuance: 05 SEP 2014

MR. DENNIS CHRISTOPHER S. DEE
DVK Philippines Enterprises
#14 Marcel Drive, Barangay Sangandaan,
Project 8, Quezon City
Contact/Fax Number: 09178100666 / 6404018

Dear Mr. Dee:

We are pleased to notify you that your Bid Proposal on July 3, 2014 for the **Procurement of Acrylic Poster Frame** for execution by **DVK PHILIPPINES ENTERPRISES** at the Contract Price equivalent to **Seven Hundred Eighty Five Thousand Two Hundred Fourteen Pesos (PhP785,214.00) only** is accepted.

You are hereby required to post a performance security in the form and amount stipulated in the Bid Documents of the said procurement immediately from the receipt of this Notice of Award and in no case later than the signing of the Contract. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

ALEXANDER A. PADILLA
President and CEO

Conforme:

MR. DENNIS CHRISTOPHER S. DEE
DVK Philippines Enterprises
Date: Sept 5, 2014

CCCO - 08-28-14-4744

OP-M-08-28-273

Travellers Insurance Surety Corporation
Since 1964
7th/F, G.E. Antonino Building T.M. Kalaw Corner
J. Bocobo Street, Ermita, Manila
VAT Reg. TIN: 000-196-058-000

00 **OFFICIAL RECEIPT A № 2184670**

CONDITIONS GOVERNING ISSUE OF THIS RECEIPT

If this payment is not acceptable to the Company for the purpose offered, it will be returned in due course of business. A tender of premium shall be considered only as payment if the underwriting standards of the Company and/or the provisions of the policy/bond contract of insurance coverage will have been, or is in force. Any check or money order tendered shall not be considered as payment until such check or money is cleared/encashed by the Company.

Date: SEPTEMBER 8, 2016

RECEIVED from DYK PHILS. ENTT. TIN:

Address _____ Business Style _____

the sum of TWO THOUSAND SIX HUNDRED SEVENTY ONE

pesos (P 2,671.25 25/100) in payment of the following:

Policy / Bond No.:	Amount of Coverage:	Period of Coverage:
Col13 I 08766	P 201,524.20	From _____ To _____

		PHILIPPINE CURRENCY	
		Pesos	Cvts.
Cash P	VAT/PREMIUM (Invoice Value)	P 1,849	60
Check P			
Bank			
No.			
Agency	Documentary Stamps	231	20
Code	Fire Service Tax		
	Premium Tax	231	90
This cancels Provisional	Local Gov't. Tax	18	50
Receipt No.	Notarial Fee		
Dated	Reinsurance Account	370	00
	OTHERS		
	TOTAL	P 2,671	25

Vatable Sales	
VAT Exempt Sales	
Zero Rated Sales	
VAT Amount	
Total Sales (VAT Inclusive)	
Less: VAT	
Amount Net of VAT	
Less: SC/PWD Discount	
Amount Due	
Add: VAT	
TOTAL AMOUNT DUE	

THIS OFFICIAL RECEIPT BY STANDARD PRACTICE OF TRAVELLERS INSURANCE & SURETY CORPORATION IS VALID IF SIGNED BY A DULY AUTHORIZED OFFICIAL OF THE CORPORATION AND / OR DULY AUTHORIZED AGENT ONLY.

Travellers Insurance Surety Corporation

for

Authorized Signature

Sr. Citizen TIN	
OSCA/PWD ID No.	Signature

1000 Bklts: (50x5) A2150001-A2200000
BIR Authority Permit No. 1AU0000986378
Date Issued: 06-18-2013 Valid Until: 06-18-2016
GERLY PRINTING PRESS
Non VAT Reg. TIN: 101-929-205-000
Printer's Accreditation No.: PROVAN 002895 Date Issued 02-27-2013

THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE (5) YEARS FROM THE DATE OF ATP

PAYOR'S COPY ONLY

Travellers Insurance Surety Corporation
Since 1964
"Your Key to stability. Your partner in business."

Head Office:
7th Floor, G.E. Antonino Bldg., T.M. Kalaw
cor. J. Bocobo Streets, Ermita, Manila
Tels.: 521-6006; 400-9327
Fax: 521-4931; 525-1119

G(13) No. 083684

TRISCO BOND NO. _____

Premium ₱ _____
D.S. _____
E-Vat _____
LGT _____
N. Fee _____

TOTAL ₱ _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, *** DVK PHILIPPINES ENTS. *** of
Principal
and **TRAVELLERS INSURANCE & SURETY CORPORATION,** a corporation organized and existing under and by virtue of the laws of the Philippines, as SURETY, are held and firmly bound unto the OBLIGEE Philippine Health Insurance Corporation in the sum of PESOS TWO HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED SIXTY FOUR PESOS & (₱ 20/100 235,564.20) Philippine Currency, for the payment of which sum well and truly to be made, we bind, ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

WHEREAS, THIS BOND GUARANTEES THE FAITHFUL PERFORMANCE OF THE PRINCIPAL IN ACCORDANCE WITH PLANS SPECIFICATIONS OF THE PROJECT

Procurement of Acrylic Poster Frame (ITB No. APF 2014-008-GS)

WHEREAS, THE LIABILITY OF SURETY UNDER THIS BOND SHALL IN NO CASE EXCEED THE SUM OF PESOS:

"This bond is callable on demand ".

WHEREAS, the insurance company shall require the principal to put a collateral as a condition precedent for the issuance of this bond.

NOW, THEREFORE, is said Principal shall in all respect duly and fully perform all and singular covenant, terms, conditions and agreement stipulated in said award to the true intent and meaning thereof, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The liability of **TRAVELLERS INSURANCE & SURETY CORPORATION,** under this bond will expire on September 8, 2015 and this bond will be deemed automatically cancelled ten (10) days after its expiration unless the Surety is notified in writing within said period of any existing obligation thereunder. It is hereby further agreed and understood that no action at law or equity shall be brought against the Surety under this Bond unless the same is brought before a competent Court within one year from the date said written noted of any existing obligation is received by the Surety, as herein stipulated.

VALID FOR GOVERNMENT PROJECTS ONLY

IN WITNESS WHEREOF, this 8th day of September ,20 14 at _____, Philippines.

Travellers Insurance Surety Corporation
Since 1964
TIN 000-196-058-000 VAT

DENNIS CHRISTOPHER S. DEE
Principal

BY: LEOPOLDO E. MALAPITAN JR.
Authorized Signature

SIGNED IN THE PRESENCE OF:

Myrna M. Bayangos

_____

TRISCO BOND NO. .....

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES } S.S.

In the City of Manila, Philippine Islands, this 8th day of September 2014 A, D., personally appeared before me.

NAME	COMM. TAX NO.	ISSUED	
		AT	ON
DENNIS CHRISTOPHER S. DEE			

and MR. LEOPOLDO E. MALAPITAN JR. with Comm. Tax No. 17393750 issued at Calapan City on Jan. 9, 2014 for and in behalf of TRAVELLERS INSURANCE & SURETY CORPORATION with Comm. Tax No. 00136646 issued at Manila on Jan. 7, 2014 ..... to me known to be the same persons who signed and executed the foregoing instrument and acknowledged before me that same is of their own voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my notarial seal at the place and date first above written.

Doc. No. 423
Page No. 85
Book No. XI
Series of 2014

CELSO P. YLAGAN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2014
PTR NO. 9522411 1/07/2014
IBP NO. 951507 1/07/2014
TIN. 127-401-527

REPUBLIC OF THE PHILIPPINES } S.S.

MR. LEOPOLDO E. MALAPITAN JR. of TRAVELLERS INSURANCE & SURETY CORPORATION having been duly sworn, states and deposes that the said TRAVELLERS INSURANCE & SURETY CORPORATION is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with its principal office at Manila, and is duly authorized to execute and furnish bonds for all purposes within the said Philippines, and that it is actually worth the amount specified in the foregoing undertaking to wit:

TWO HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED SIXTY FOUR PESOS & 20/100 ONLY

(P 235,564.20) Pesos, Philippine Currency, over and above all just debts and obligations and property, exempt for execution.

Travellers Insurance & Surety Corporation
Since 1903
TIN 000-196-058-000 VAT
LEOPOLDO E. MALAPITAN JR.

Subscribed aud sworn to before me this 8th day of September 2014 Philippines, Affiant exhibited to me his Comm. Tax No. and that of the Corporation as above mentioned.

Doc. No. 423
Page No. 85
Book No. XI
Series of 2014

CELSO P. YLAGAN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2014
PTR NO. 9522411 1/07/2014
IBP NO. 951507 1/07/2014
TIN. 127-401-527

Blg. 2013/59-R
(No.) 2013/59-R

Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Pananalapi
Department of Finance
KOMISYON NG SEGURO
INSURANCE COMMISSION

KATIBAYAN NG PAGKAMAYKAPANGYARIHAN
CERTIFICATE OF AUTHORITY

ITO AY PATUNAY na ang
(This is to certify that

TRAVELLERS INSURANCE & SURETY CORPORATION

NG LUNGSOD NG MAYNILA, PILIPINAS

na isang
a

pang **DI-BUHAY**
NON-LIFE
(FIRE, MARINE, CASUALTY & SURETY*) *except Customs Bonds*

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas
insurance company, has complied with all requirements of law

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban
of the Philippines relative to such insurance companies, and it is hereby granted

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng
this CERTIFICATE OF AUTHORITY to transact

uri ng seguro na itinakda sa itaas hanggang ikalabindalawa ng hatinggabi, ng ikatatlumpung
the class of insurance business above set forth until twelve o'clock midnight, on the thirtieth

araw ng Hunyo, taong dalawampung libo't labing-apat
day of June, year 2014

maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.
unless sooner revoked or suspended for cause.)

Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan
(In WITNESS WHEREOF, I have hereunto subscribed my name

at ikinintal ang Opisyal na Tatak ng aking Tanggapan
and caused my Official Seal to be affixed,

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa
at the City of Manila, Philippines. This becomes

simula ika-isa ng Hulyo 2013.
effective on 1 July 2013.)

EMMANUEL F. DOOC
Insurance Commissioner

*AO No. 119 issued on April 4, 1965

Date Issued: _____

VALID UNTIL
DECEMBER 31, 2015
PURSUANT TO R.A. No. 10607

EMMANUEL F. DOOC

SIGNATURE