

**CONTRACT FOR THE
PROCUREMENT OF VARIOUS TYPES OF CHAIRS**

THIS AGREEMENT made on the ____ day of _____, 2014 between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government-owned and controlled corporation created and existing by virtue of R.A. 7875, otherwise known as the "National Health Insurance Act of 1995", with office address at 17th Floor, Citystate Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **CHIEF MANAGEMENT EXECUTIVE, MANAGEMENT SERVICES SECTOR, MELINDA C. MERCADO**, (hereinafter called "**PHILHEALTH**").

-and-

CUBIXOFFICE, INC., a corporation registered with the Securities and Exchange Commission under Certificate No. CS200703922, issued on March 14, 2007, and existing under the laws of the Republic of the Philippines, with business address at Unit 101, Greenwich Mansion, Pearl Drive corner Lourdes St., Ortigas Centre, Pasig City, represented herein by its **GENERAL MANAGER, KENNETH ELVIN C. SY**, (hereinafter called "**CUBIXOFFICE**").

WITNESSETH: That -

WHEREAS, **PHILHEALTH** invited Bids for the **Procurement of Various Types of Chairs (ITB No. VTC 2013-025-GS)** and has accepted the Bid by **CUBIXOFFICE** for the supply of those goods in the sum of **NINE HUNDRED EIGHTY EIGHT THOUSAND THREE HUNDRED AND SEVENTY PESOS (PhP988,370.00) 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 Agreement, 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 form and be read and construed as part of this Agreement, viz.:
 - (a) the Financial Proposal submitted by **CUBIXOFFICE, INC. (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. 026, s. 2014 (**Annex "G"**);
 - (h) the Notice of Award (**Annex "H"**);
 - (i) the Performance Security (**Annex "I"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **CUBIXOFFICE** as hereinafter mentioned, **CUBIXOFFICE** 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 Agreement.
4. **PHILHEALTH** hereby covenants to pay **CUBIXOFFICE** 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 Agreement.
5. The contract price covers all taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance and other charges which may be imposed on the Product by foreign and local authorities.

1 | Contract for the Procurement Various Types of Chairs
(ITB No. VTC 2013-025-GS)

Melinda C. Mercado
Senior Vice President/Chief Management Executive,
Management Services Sector

Kenneth Elvin C. Sy
General Manager

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

Mario S. Matanguihan
Senior Manager, Physical Resources and
Infrastructure Department

Hannah Dalisay
Division Chief IV, AIC Division
Comptrollership Dept.

George
Witness for Cubixoffice, Inc.

George
Witness for Cubixoffice, Inc.

6. **CUBIXOFFICE** hereby covenants to deliver in favor of **PHILHEALTH** the goods/services based on **Annex "C"** of this Agreement.
7. Upon submission of **CUBIXOFFICE** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements, **PHILHEALTH** shall pay the sum of **Eight Hundred Eighty Nine Thousand and Five Hundred Thirty Three Pesos (PhP889,533.00) only**, 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 **Ninety Eight Thousand and Eight Hundred Thirty Seven Pesos (PhP98,837.00) 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 RA 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 **CUBIXOFFICE** 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**.
8. **CUBIXOFFICE** shall be amenable to deliver additional chairs 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 Agreement 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.

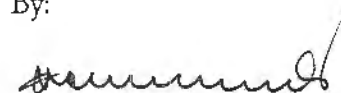
The parties hereby certify that they have read or caused to be read to them each and every provision of the foregoing Agreement and that they had fully understood the same.

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

CUBIXOFFICE, INC.

By:

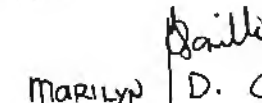

MELINDA C. MERCADO
Senior Vice President/
Chief Management Executive

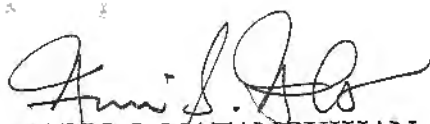
By:


KENNETH ELVIN C. SY
General Manager

Signed in the presence of:


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

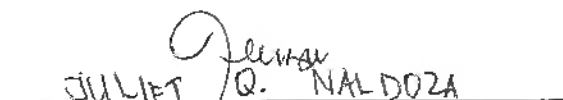

MARILYN D. CANILLO
Witness for Cubixoffice, Inc.



MARIO S. MATANGUIHAN

Senior Manager

Physical Resources and Infrastructure Department

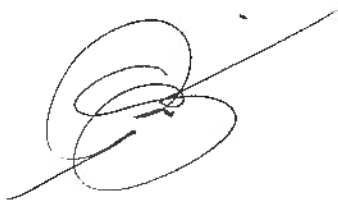

JULIET Q. NALDOZA
Witness for Cubixoffice, Inc.



HANNAH ANTONIO DALISAY

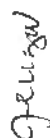
Division Chief IV/DRAS – AIC Division,

Comptrollership Department









ACKNOWLEDGEMENT

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

BEFORE ME, this 19 day JUN 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
MELINDA C. MERCADO Philippine Health Insurance Corporation	_____	_____


KENNETH ELVIN Q. SY
General Manager

<u>N01-95-188127</u>	<u>Driver's License Jan. 04, 2012</u> <u>San Juan City</u>
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Known to me to be the same persons who executed the foregoing Agreement consisting of forty-five (45) 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. 210
Page No. 42
Book No. 167
Series of 2014


ATTY. TOMAS F. DULAY JR.
NOTARY PUBLIC
UPR No. 81, 2014
MATR No. NP-761-2014-2015,
PTR# 904778401-02, 03-07-14 Q.C.
IBPR 0150, 01-14 Q.C.
Rol' No. 1, 03/13-61
TIN# 413, 0116
Add. 92 Legaspi St. Proj. 4 Q.C.
MCLE EXEMPTED w/ C00338

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Bid Form

Date : January 27, 2014

Invitation to Bid No: ITB. NO. VTC 2013-025-GS

SVP MELINDA C. MERCADO
 Chairperson, BAC-GS
 Chief Management Executive
PHILIPPINE HEALTH INSURANCE CORPORATION
 Citystate Centre Building, 709 Shaw Boulevard,
 Pasig City

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 supply / delivery/perform **Bidding for the Procurement of Various Types of Chairs, ITB No. VTC 2013-025-GS** in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS	COST per item (Inclusive of VAT)	Total Cost (Inclusive of VAT)
11 units, CHAIR, Senior Executive SG 24-29, High back Executive Chair; Swivel/Knee Tilt Mechanism with Lock Adjusts for Individual Comfort; Contoured seat cushion with at least 50mm. Thick seat and back made up of high density foam in fully upholstered black fabric; Polished Aluminum 5 Prong base; Six Way Adjustable Arms; Pneumatic Gas Lift; Rated for 350 lbs. minimum weight capacity; Hooded dual wheel casters; Swivel 360 degrees; Minimum Dimensions: Overall height, 44"; seat size, 19"w x 17"d; back size, 19"w x 27"h; seat height, 17".	4,900.00	53,900.00
87 units, Junior Executive SG 18-23, High Back Office Chair; Swivel / Knee Tilt Mechanism with Lock Adjusts for Individual Comfort; Contoured seat cushion with at least 50mm. Thick seat and back made up of high density foam in fully upholstered black fabric; With Armrest; Polished Aluminum 5 Prong base; Six Way Adjustable Arms; Pneumatic Gas Lift; Rated for 350 lbs. minimum weight capacity; Hooded dual wheel casters; Swivel 360 degrees; Minimum Dimensions: Overall height, 39"; seat size, 19"w x 17"d; back size, 19"w x 22"h; seat height, 17".	4,900.00	426,300.00
86 units, CHAIR, CLERICAL SG 11-17, Mid back Office Chair, Contoured seat cushion with at least 50mm. Thick seat and back made up of high density foam in fully upholstered black fabric, With armrest; Pneumatic Gas Lift; Hooded dual wheel casters, 5-prong black polyurethane base; Swivel 360 degrees. Rated for 350 lbs. minimum weight capacity; Minimum Dimensions; Overall height, 35" seat size, 19"w x 17"d; back size, 19"w x 20"h; seat height, 15".	2,000.00	172,000.00
77 units, CHAIR, Clerical SG 10 and below, Contoured seat cushion with atleast 50mm. Thick seat and back made up of high density foam in fully upholstered black fabric; With removable armrest; Pneumatic Gas lift; dual wheel casters, 5-prong black; polyurethane base; Swivel 360 degree; Rated for 350 lbs. minimum weight capacity; Minimum Dimensions: Overall height, 33"; seat size, 19"w x 16"d; back size, 19"w x 18"h; seat height, 15".	1,410.00	108,570.00

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24 units, CHAIR, VISITORS, Contoured seat cushion with at least 50mm. Thick seat and back made up of high density foam in fully upholstered black fabric; Cantilever / sled base made of powder coated black tubular steel; Rated for 350 lbs. Minimum weight capacity; Minimum Overall height, 41";seat size, 19" w x 17"d; back size, 19"w x 24"h;seat height, 17".	1,900.00	45,600.00
65 units, CHAIR, CONFERENCE, With at least 50mm, thick seat cushion made up of high density foam in fully upholstered black fabric.Backrest made up of mesh fabric; 5-pronged nylon base with heavy duty nylon casters, backrest shall be bolted with the sit and not welded; 350lbs. minimum weight capacity; Can swivel 360 degrees; Minimum Dimensions: Overall height,35";seat size, 19"w x 16"d; back size, 19"w x 20"h; seat height; 15".	2,800.00	182,000.00
TOTAL (In Words) Nine Hundred Eighty Eight Thousand Three Hundred Seventy Pesos.	Total Bid Amount	988,370.00

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule Requirements.

If our Bids 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 the 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.

Date this 27th day of January 2014.


MR. KENNETH ELVIN C. SY
 Signature

GENERAL MANAGER
 (in the capacity of)

Duly authorized to sign Bid for and on behalf of **CUBIXOFFICE INC.**

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Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Days/Weeks/Months
1	CHAIR, Senior Executive SG 24-29 1. High back Executive Chair; 2. Swivel / Knee Tilt Mechanism with Lock adjusts for Individual Comfort; 3. Contoured seat cushion with at least 50mm, thick seat and back made up of high density foam in fully upholstered black fabric; 4. Polished Aluminum 5 prong base; 5. Six way Adjustable Arms; 6. Pneumatic Gas lift; 7. Rated for 350lbs. minimum weight capacity; 8. Hooded dual wheel casters; 9. Swivel 360 degrees; 10. Minimum Dimensions: Overall height 44"; seat size, 19"w x 17"d; back size, 19"w x 27"h; seat high 17".	11 units	11 units	Within forty-five (45) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed.
2	CHAIR, Junior Executive SG 18-23 1. High back office Chair; 2. Swivel / Knee Tilt Mechanism with Lock adjusts for Individual Comfort; 3. Contoured seat cushion with at least 50mm, thick seat and back made up of high density foam in fully upholstered black fabric; 4. With armrest; 5. Polished Aluminum 5 Prong base; 6. Six Way Adjustable Arms; 7. Pneumatic Gas Lift; 8. Rated for 350lbs. minimum weight capacity; 9. Hooded dual wheel casters; 10. Swivel 360 degrees; 11. Minimum Dimensions: Overall height, 39"; seat size 19"w x 17"d; back size 19"w x 22"h; seat height, 17".	87 units	87 units	Within forty-five (45) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed.

James

Paulo

[Signature]

3	CHAIR, Clerical SG 11-17 1. Mid back office Chair; 2. Contoured seat cushion with at least 50mm, thick seat and back made up of high density foam in fully upholstered black fabric; 3. With armrest; 4. Pneumatic Gas lift; 5. Hooded dual wheel casters; 5 prong black polyurethane base; 6. Swivel 360 degrees; 7. Rated for 350 lbs. minimum weight capacity; 8. Minimum Dimensions: Overall height, 35"; seat size 19"w x 17"d; back size 19"w x 20"h; seat height, 15".	86 units	86 units	Within forty five (45) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed.
4	CHAIR, Clerical SG 10 and below 1. Contoured seat cushion with at least 50mm, thick seat and back made up of high density foam in fully upholstered black fabric; 2. With removable armrest; 3. Pneumatic Gas Lift; 4. Dual wheel casters, 5-prong black; polyurethane base; 5. Swivels 360 degree; 6. Rated for 350 lbs. minimum weight capacity; 7. Minimum Dimensions; Overall height, 33"; seat size, 19" w x 16"d; back size, 19" w x 18"h; seat height, 15".	77 units	77 units	Within forty five (45) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed.
5	CHAIR, Visitors 1. Contoured seat cushion with at least 50mm. thick seat and back made up of high density foam in fully upholstered black fabric; 2. Cantilever / sled base made of powder coated black tubular steel; 3. Rated for lbs. minimum weight capacity; and 4. Minimum Overall height 41"; seat size, 19"w x 17"d; back size, 19"w x 24"h seat height, 17".	24 units	24 units	Within forty five (45) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed.

Paulo J. Juncos

[Signature]

6	CHAIR, CONFERENCE 1. With at least 50mm thick seat cushion made up of high density foam in fully upholstered black fabric; 2. Backrest made up of mesh fabric; 3. 5-pronged nylon base with heavy duty nylon casters, backrest shall be bolted with the sit and not welded. 4. 350lbs. minimum weight capacity; 5. Can swivel 360 degrees; and 6. Minimum Dimensions: Overall height, 35"; seat size, 19"w x 16"d; back size, 19"w x 20"h; seat height, 15".	65 units	65 units	Within forty five (45) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed.
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I hereby certify to comply and deliver all the above requirements.

CUBIXOFFICE INC.
Name of Company / Bidder


Mr. Kenneth Elvin C. Sy
Signature over Printed Name of
Representative

January 24, 2014
Date


Bailo
Jenny

Section V11. 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. Statement 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.			
Procurement of Various Types of Chairs			Statement of Compliance
I. Scope of Work: 1. Delivery must be compliant to specification based on the exiting modular furniture of the Corporation per SG level for uniformity. 2. Sample unit/picture should be presented to PRID-PRAES for approval of quality and workmanship 3. Installation of various chairs shall be made one (1) day after notification; within fifteen (15) working days; and 4. Provide warranty for a period of one (1) year from date of acceptance for Manufacturing defect, Replacement shall be made within fifteen (15) days "free of charge" upon report of defect. II. Duration: The Contract duration shall be for a period of forty five (45) calendar days upon issuance and acceptance of the Notice to Proceed. III. Delivery Schedule The supplier shall deliver within the duration of the contract according to specification and requirements.			COMPLY
Quantity	Units	Item Description	
11	units	CHAIR, Senior Executive SG 24-29 1. High back Executive Chair; 2. Swivel / Knee Tilt Mechanism with Lock adjusts for Individual Comfort; 3. Contoured seat cushion with at least 50mm, thick seat and back made up of high density foam in fully upholstered black fabric; 4. Polished Aluminum 5 prong base; 5. Six way Adjustable Arms; 6. Pneumatic Gas lift; 7. Rated for 350lbs. minimum weight capacity; 8. Hooded dual wheel casters; 9. Swivel 360 degrees; 10. Minimum Dimensions: Overall height 44"; seat size, 19"w x 17"d; back size, 19"w x 27"h; seat high 17".	COMPLY

at

George

Paula

for

87	units	CHAIR, Junior Executive SG 18-23	1. High back office Chair; 2. Swivel / Knee Tilt Mechanism with Lock adjusts for Individual Comfort; 3. Contoured seat cushion with at least 50mm, thick seat and back made up of high density foam in fully upholstered black fabric; 4. With armrest ; 5. Polished Aluminum 5 Prong base; 6. Six Way Adjustable Arms; 7. Pneumatic Gas Lift; 8. Rated for 350lbs. minimum weight capacity ; 9. Hooded dual wheel casters; 10. Swivel 360 degrees; 11. Minimum Dimensions: Overall height, 39"; seat size 19"w x 17"d; back size 19"w x 22"h; seat height, 17".	COMPLY
86	units	CHAIR, CLERICAL SG-11-17	1. Mid back office Chair; 2. Contoured seat cushion with at least 50mm, thick seat and back made up of high density foam in fully upholstered black fabric; 3. With armrest ; 4. Pneumatic Gas lift; 5. Hooded dual wheel casters; 5 prong black polyurethane base; 6. Swivel 360 degrees; 7. Rated for 350 lbs. minimum weight capacity; 8. Minimum Dimensions: Overall height, 35"; seat size 19"w x 17"d; back size 19"w x 20"h; seat height, 15".	COMPLY
77	units	CHAIR, Clerical SG 10 and below	1. Contoured seat cushion with at least 50mm, thick seat and back made up of high density foam in fully upholstered black fabric; 2. With removable armrest; 3. Pneumatic Gas Lift; 4. Dual wheel casters, 5-prong black; polyurethane base; 5. Swivels 360 degree; 6. Rated for 350 lbs. minimum weight capacity; 7. Minimum Dimensions: Overall height, 33"; seat size, 19" w x 16"d; back size, 19" w x 18"h; seat height, 15".	COMPLY
24	units	CHAIR, VISITORS	1. Contoured seat cushion with at least 50mm, thick seat and back made up of high density foam in fully upholstered black fabric; 2. Cantilever / sled base made of powder coated black tubular steel; 3. Rated for 350 lbs. minimum weight capacity; and 4. Minimum Overall height, 41"; seat size, 19" w x 17"d; back size, 19" w x 24"h; seat height, 17".	COMPLY
24	units	CHAIR, VISITORS	1. Contoured seat cushion with at least 50mm, thick seat and back made up of high density foam in fully upholstered black fabric; 2. Cantilever / sled base made of powder coated black tubular steel; 3. Rated for lbs. minimum weight capacity; and 4. Minimum Overall height 41"; seat size, 19"w x 17"d; back size, 19"w x 24"h seat height, 17".	COMPLY

1000

Paulo George

CG

65	units	CHAIR, CONFERENCE	1. With at least 50mm thick seat cushion made up of high density foam in fully upholstered black fabric; 2. Backrest made up of mesh fabric; 3. 5-pronged nylon base with heavy duty nylon casters, backrest shall be bolted with the sit and not welded. 4. 350lbs. minimum weight capacity; 5. Can swivel 360 degrees; and 6. Minimum Dimensions: Overall height, 35"; seat size, 19"w x 16"d; back size, 19"w x 20"h; seat height, 15".	COMPLY
IV. Acceptance of Delivery : The supplier shall be required to submit Delivery Receipt (DR) and Sales Invoice (SI) for the one-time complete delivery to the stocks subject to inspection. The item should be delivered to the following address : Room 1503, 15th Floor 709 Citystate Centre Brgy. Oranbo, Shaw Blvd., Pasig City. Metro Manila. V. Payment : Payment shall be made within fifteen (15) working days upon completion of the following documentary requirement: a. Perfected Contract; b. Delivery Receipt and Sales Invoice; c. Inspection Report; and d. Certificate of Acceptance.				COMPLY

I hereby certify to comply all the above Technical Specifications.

Cubixoffice Inc.
Name of Company / Bidder


Mr. Kenneth Elvin C. Sy
Signature over Printed Name of Representative

January 24, 2014
Date

Handwritten signature

Handwritten signature

Section IV. General Conditions of Contract

35. Definitions

35.1. 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.

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

36.1. 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.

- (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.

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

46. 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.

47. Performance Security

- 47.1. 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.
- 47.2. 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.
- 47.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 47.4. 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.
- 47.5. 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

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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.

48. Use of Contract Documents and Information

- 48.1. 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.
- 48.2. Any document, other than this Contract itself, enumerated in GCC Clause 48.1 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.

49. 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.

50. Inspection and Tests

- 50.1. 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.
- 50.2. 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.
- 50.3. 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.
- 50.4. 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 39.
- 50.5. 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.

51. Warranty

- 51.1. 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.
- 51.2. 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.
- 51.3. 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.
- 51.4. 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.
- 51.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 51.4, 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.

52. Delays in the Supplier's Performance

- 52.1. 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.
- 52.2. 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 56, 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.
- 52.3. Except as provided under GCC Clause 56, 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 53, unless an extension of time is agreed upon pursuant to GCC Clause 63 without the application of liquidated damages.

53. Liquidated Damages

Subject to GCC Clauses 52 and 56, 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

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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 57, without prejudice to other courses of action and remedies open to it.

54. Settlement of Disputes

- 54.1. 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.
- 54.2. 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.
- 54.3. 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.
- 54.4. 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."
- 54.5. 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.

55. Liability of the Supplier

- 55.1. 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.
- 55.2. 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.

56. Force Majeure

- 56.1. 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*.
- 56.2. 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

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59.2. 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.

59.3. 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.

60. Termination for Unlawful Acts

60.1. 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.

61. Procedures for Termination of Contracts

61.1. 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 returned in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

62. 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.

63. 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.

64. Application

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

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- (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.

36.2. 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 36.1(a).

37. 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.

38. Governing Law and Language

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

38.2. 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.

39. Notices

39.1. 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.

39.2. 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 39.1.

40. Scope of Contract

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

40.2. 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.

41. Subcontracting

41.1. 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.

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- 41.2. 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.

42. Procuring Entity's Responsibilities

- 42.1. 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.
- 42.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 40.

43. Prices

- 43.1. 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.
- 43.2. 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 63.

44. Payment

- 44.1. 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 51.
- 44.2. 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 40.2, and upon fulfillment of other obligations stipulated in this Contract.
- 44.3. Pursuant to GCC Clause 44.2, 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.
- 44.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

45. Advance Payment and Terms of Payment

- 45.1. 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.
- 45.2. For Goods supplied from abroad, the terms of payment shall be as follows:

Section V. Special Conditions of Contract

GCC Clause	
35.1(g)	The Procuring Entity is <i>Philippine Health Insurance Corporation</i> .
35.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
35.1(j)	The Funding Source is: Philippine Health Insurance Corporation Corporate Operating Budget for CY 2013: ONE MILLION SEVENTY EIGHT THOUSAND FOUR HUNDRED THIRTY SEVEN PESOS AND TWENTY FIVE CENTAVOS (PhP1,078,437.25) ONLY for the PROCUREMENT OF VARIOUS TYPES OF CHAIRS.
35.1(k)	The Project Site is <i>at PhilHealth Head Office Room 1503 15th Floor Citystate Centre 709 Shaw Blvd., Brgy. Oranbo, Pasig City</i>
39.1	The Procuring Entity's address for Notices is: <i>SVP MELINDA C. MERCADO, Chief Management Executive, Chairperson for BAC – Goods and Services, Room 1002, 10th Floor CityState Centre, 709 Shaw Boulevard, Pasig City</i>
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 Various Types of Chairs shall be delivered to the PhilHealth Head Office Room 1503 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

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	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
44.4	NO FURTHER INSTRUCTIONS
47.4(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.
51.3	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.

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51.4	In case of defects in the tables delivered by the winning bidder, PhilHealth has the right to return and demand replacement of the defective tables at the expense of the winning bidder. Replacement of the items shall be made within fifteen (15) days "free of charge" upon notice.
21.1	NO ADDITIONAL PROVISION

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BID BULLETIN NO. 01
(ITB NO. VTC 2013-025-GS)
BIDDING FOR THE PROCUREMENT OF VARIOUS TYPES OF CHAIRS

In accordance with Republic Act 9184 (RA 9184), the result of the Pre-bid Conference held on January 15, 2014 is hereby issued. The following provisions or item/s in the *Bidding for the Procurement of Various Types of Chairs* (ITB No. VTC 2013-024-GS) are hereby clarified, viz:

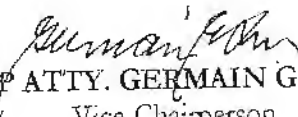
	PROVISION	AMENDMENT/CLARIFICATION
1	Bidders may submit 2013 Mayor's permit during the Opening of Bids; however, the winning bidder shall submit its 2014 Mayor's permit prior to signing of the contract.	
2	For the revised Schedule of Requirements (Section VI) and Technical Specifications (Section VII) of the bidding documents, please see attached Annexes "A" and "B" of this Bid Bulletin. These shall be included in the eligibility and technical submissions in lieu of the original Schedule of Requirements and Technical Specifications attached to the purchased bidding documents.	

The deadline for submission of bid proposals will be on January 27, 2014, 3:00 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 January 27, 2014 **must submit a letter of non-participation** stating their reasons for future reference to the Office of the Secretariat for the Bids and Awards Committees. The **letter of non-participation** must be submitted to SBAC anytime before the Submission and Opening of Bids on **January 27, 2014**.

Issued this 20th day of January 2014.


SVP MELINDA C. MERCADO
Chairperson

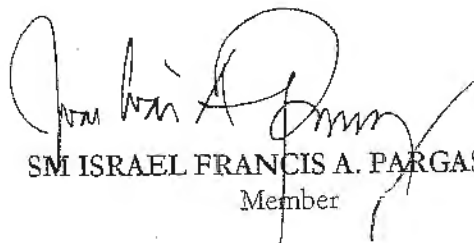

VP ATTY. GERMAIN G. LIM
Vice-Chairperson

VP GREGORIO C. RULLODA
Member

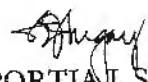
Jericho

Barito

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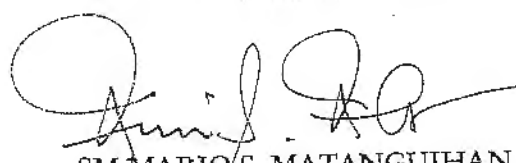
SM ISRAEL FRANCIS A. PARGAS, MD
Member



SM NARISA PORTIA J. SUGAY, MD
Member



SM EVANGELINE RACELIS
Member



SM MARIO S. MATANGUIHAN
Member/End-user









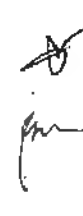


Section VI. Schedule of Requirements

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	CHAIR, Senior Executive SG 24-29 1. High back Executive Chair; 2. Swivel/Knee Tilt Mechanism with Lock Adjusts for Individual Comfort; 3. Contoured seat cushion with at least 50mm. thick seat and back made up of high density foam in fully upholstered black fabric; 4. Polished Aluminum 5 Prong base; 5. Six Way Adjustable Arms; 6. Pneumatic Gas Lift; 7. Rated for 350 lbs. minimum weight capacity; 8. Hooded dual wheel casters; 9. Swivels 360 degrees; 10. Minimum	11 units	11 units	Within forty-five (45) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed.

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	Dimensions: Overall height, 44"; seat size, 19" w x 17" d; back size, 19" w x 27" h; seat height, 17".			
2	CHAIR, Junior Executive SG 18- 23 1. High back Office Chair; 2. Swivel/Knee Tilt Mechanism with Lock Adjusts for Individual Comfort; 3. Contoured seat cushion with at least 50mm. thick seat and back made up of high density foam in fully upholstered black fabric; 4. With Armrest; 5. Polished Aluminum 5 Prong base; 6. Six Way Adjustable Arms; 7. Pneumatic Gas Lift; 8. Rated for 350 lbs. minimum weight capacity; 9. Hooded dual wheel casters; 10. Swivels 360 degrees; 11. Minimum Dimensions: Overall height,	87 units	87 units	

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for is

	39"; seat size, 19"w x 17"d; back size, 19"w x 22"h; seat height, 17".			
3	CHAIR, CLERICAL SG 11-17 1. Mid back Office Chair; 2. Contoured seat cushion with at least 50mm. thick seat and back made up of high density foam in fully upholstered black fabric; 3. With Armrest; 4. Pneumatic Gas Lift; 5. Hooded dual wheel casters, 5-prong black polyurethane base; 6. Swivel 360 degrees. 7. Rated for 350 lbs. minimum weight capacity; 8. Minimum Dimensions: Overall height, 35"; seat size, 19"w x 17"d; back size, 19"w x 20"h; seat height, 15".	86 units	86 units	

Handwritten signatures and initials:
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Handwritten notes and initials:
 [Initials]
 [Initials]
 [Initials]

4	CHAIR, Medical SG 10 and below 1. Contoured seat cushion with at least 50mm. thick seat and back made up of high density foam in fully upholstered black fabric; 2. With removable armrest; 3. Pneumatic Gas Lift; 4. Dual wheel casters, 5-prong black; polyurethane base; 5. Swivels 360 degree; 6. Rated for 350 lbs. minimum weight capacity; 7. Minimum Dimensions: Overall height, 33"; seat size, 19"w x 16"d; back size, 19"w x 18"h; seat height, 15".	77 units	77 units	
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George

BJ Dally



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to
from 18
16
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5	CHAIR, VISITORS 1. Contoured seat cushion with at least 50mm. thick seat and back made up of high density foam in fully upholstered black fabric; 2. Cantilever/sled base made of powder coated black tubular steel; 3. Rated for 350 lbs. minimum weight capacity; 4. Minimum Overall height, 41"; seat size, 19"w x 17"d; back size, 19"w x 24"h; seat height, 17".	24 units	24 units	
6	CHAIR, CONFERENCE 1. With at least 50mm. thick seat cushion made up of high density foam in fully upholstered black fabric; 2. Backrest made up of mesh fabric; 3. 5-pronged nylon base with heavy duty nylon casters, backrest shall be bolted with	65 units	65 units	

Gen. Balle

*to
for
15*

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..										
Procurement of Various Types of Chairs		Statement of Compliance *								
I. SCOPE OF WORK: 1. Delivery must be compliant to specification based on the existing modular furniture of the Corporation per SG level for uniformity; 2. Sample unit/picture should be presented to PRID-PRAES for approval of quality and workmanship; 3. Installation of various tables shall be made one (1) day after notification within fifteen (15) working days; and 4. Provide warranty for period of one (1) year from date of acceptance for manufacturing defect. Replacement shall be made within fifteen (15) days "free of charge" upon report of defect. II. DURATION The contract duration shall be for a period of forty-five (45) calendar days upon issuance and acceptance of the Notice to Proceed. III. DELIVERY SCHEDULE The supplier shall deliver within the duration of the contract according to specification and requirements: <table><tr><th>QTY</th><th>UNIT</th><th colspan="2">ITEM DESCRIPTION</th></tr><tr><td>11</td><td>Units</td><td>CHAIR, Senior Executive SG 24-29</td><td> 1. High back Executive Chair; 2. Swivel/Knee Tilt Mechanism with Lock Adjusts for Individual Comfort; 3. Contoured seat cushion with at least 50mm. thick seat and back made up of high density foam in fully upholstered black fabric; </td></tr></table>		QTY	UNIT	ITEM DESCRIPTION		11	Units	CHAIR, Senior Executive SG 24-29	1. High back Executive Chair; 2. Swivel/Knee Tilt Mechanism with Lock Adjusts for Individual Comfort; 3. Contoured seat cushion with at least 50mm. thick seat and back made up of high density foam in fully upholstered black fabric;	COMPLY
QTY	UNIT	ITEM DESCRIPTION								
11	Units	CHAIR, Senior Executive SG 24-29	1. High back Executive Chair; 2. Swivel/Knee Tilt Mechanism with Lock Adjusts for Individual Comfort; 3. Contoured seat cushion with at least 50mm. thick seat and back made up of high density foam in fully upholstered black fabric;							

[Handwritten signatures and initials]

			- Polished Aluminum 5 Prong base; - Six Way Adjustable Arms; - Pneumatic Gas Lift; - Rated for 350 lbs. minimum weight capacity; - Hooded dual wheel casters; - Swivels 360 degrees; - Minimum Dimensions: Overall height, 44"; seat size, 19"w x 17"d; back size, 19"w x 27"h; seat height, 17".	
87	Units	CHAIR, Junior Executive SG 18-23	- High back Office Chair; - Swivel/Knee Tilt Mechanism with Lock Adjusts for Individual Comfort; - Contoured seat cushion with at least 50mm. thick seat and back made up of high density foam in fully upholstered black fabric; - With Armrest; - Polished Aluminum 5 Prong base; - Six Way Adjustable Arms; - Pneumatic Gas Lift; - Rated for 350 lbs. minimum weight capacity; - Hooded dual wheel casters; - Swivels 360 degrees;	COMPLY

Paula Jensen

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 15
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 17

			11. Minimum Dimensions: Overall height, 39"; seat size, 19"w x 17"d; back size, 19"w x 22"h; seat height, 17".	
86	units	CHAIR, CLERICAL SG 11-17	1. Mid back Office Chair; 2. Contoured seat cushion with at least 50mm. thick seat and back made up of high density foam in fully upholstered black fabric; 3. With Armrest; 4. Pneumatic Gas Lift; 5. Hooded dual wheel casters, 5-prong black polyurethane base; 6. Swivel 360 degrees. 7. Rated for 350 lbs. minimum weight capacity; 8. Minimum Dimensions: Overall height, 35"; seat size, 19"w x 17"d; back size, 19"w x 20"h; seat height, 15".	COMPLY

Paulo J. Jara



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actioncenter@philhealth.gov.ph

[Signature]

for is

77	units	CHAIR, Clerical SG 10 and below	1. Contoured seat cushion with at least 50mm. thick seat and back made up of high density foam in fully upholstered black fabric; 2. With removable armrest; 3. Pneumatic Gas Lift; 4. Dual wheel casters, 5-prong black; polyurethane base; 5. Swivels 360 degree; 6. Rated for 350 lbs. minimum weight capacity; 7. Minimum Dimensions: Overall height, 33"; seat size, 19" w x 16" d; back size, 19" w x 18" h; seat height, 15".	COMPLY
24	units	CHAIR, VISITORS	1. Contoured seat cushion with at least 50mm. thick seat and back made up of high density foam in fully upholstered black fabric; 2. Cantilever/sled base made of powder coated black tubular steel; 3. Rated for 350 lbs. minimum weight capacity; and 4. Minimum Overall height, 41"; seat size, 19" w x 17" d; back size, 19" w x 24" h; seat height, 17".	

Paulo George

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65	units	CHAIR, CONFERENCE	1. With at least 50mm. thick seat cushion made up of high density foam in fully upholstered black fabric; 2. Backrest made up of mesh fabric; 3. 5-pronged nylon base with heavy duty nylon casters, backrest shall be bolted with the sit and not welded; 4. 350lbs. minimum weight capacity; 5. Can swivel 360 degrees; and 6. Minimum Dimensions: Overall height, 35"; seat size, 19"w x 16"d; back size, 19"w x 20"h; seat height, 15".	COMPLY
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IV. ACCEPTANCE OF DELIVERY

The supplier shall be required to submit Delivery Receipt (DR) and Sales Invoice (SI) for the one-time complete delivery to the stocks subject to inspection. The item should be delivered to the following address: Room 1503, 15th floor 709 Citystate Center Bldg., Brgy. Oranbo, Shaw Blvd., Pasig City. Metro Manila.

V. PAYMENT

Payment shall be made within fifteen (15) working days upon completion of the following documentary requirement:

- a. Perfected Contract;
- b. Delivery Receipt and Sales Invoice;
- c. Inspection Report; and
- d. Certificate of Acceptance.

I hereby certify to comply with all the above Technical Specifications

Name of Company/Bidder	Signature over Printed Name of Representative	Date
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Handwritten signature: Danilo Ferrera

Handwritten initials and signature: 18, 19, 20, 21, 22



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



BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (BAC-GS)
RESOLUTION NO. 024, S. 2014

**RESOLUTION RECOMMENDING THAT THE CONTRACT FOR THE
PROCUREMENT OF VARIOUS TYPES OF CHAIRS UNDER ITB NO. VTC 2013-025-
GS BE AWARDED IN FAVOR OF CUBIXOFFICE, INC. AS THE BIDDER WITH THE
SINGLE CALCULATED RESPONSIVE BID (SCRB)**

WHEREAS, the Bids and Awards Committee for Goods and Services (BAC-GS) advertised at the PhilG-EPG, the PhilHealth Website and the office premises an Invitation to Bid (ITB) for the Procurement of Various Types of Chairs (ITB No. VTC 2013-025-GS) during the period December 28, 2013 to January 3, 2014;

WHEREAS, the Approved Budget for the Contract (ABC) of the subject procurement is in the amount of One Million Seventy Eight Thousand Four Hundred Thirty Seven Pesos and Twenty Five Centavos (PhP1,078,437.25);

WHEREAS, in response to the said invitation, four (4) prospective bidders purchased the bidding documents, namely: 1) Cubixoffice, Inc., 2) ROSECO Marketing Ventures, 3) Proverbs, Ent. and 4) MVU-Trade Com Centre;

WHEREAS, during the Opening of Bids on January 27, 2014 at 3:00 p.m., only one (1) bidder submitted its bid, namely: 1) Cubixoffice, Inc.;

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 result:

Proponents	Evaluation Results
1. Cubixoffice, Inc.	PhP988,370.00 Single Calculated Bid (SCB)
2. ROSECO Marketing Ventures	Did not submit its bid.
3. Proverbs, Ent.	Did not submit its bid.
4. MVU-Trade Com Centre	Did not submit its bid.

WHEREAS, based on the above result, Cubixoffice, Inc. was declared as the bidder with the Single Calculated Bid (SCB) to be subjected to post-qualification by the BAC-GS Technical Working Group B;

WHEREAS, during the BAC-GS meeting held on February 11, 2014, the TWG presented the corresponding Post-Qualification Evaluation Report to the BAC-GS on Cubixoffice, Inc. with the recommendation that said bidder be "post-qualified" and be declared as the Single Calculated Responsive Bid (SCRB) on the following ground, to quote:

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[Signature]

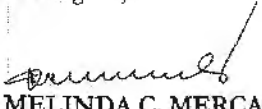
"Based on the post-qualification inspection and evaluation conducted on the documentary requirements submitted by the Bidder **CUBIXOFFICE, INC.** for the Procurement of Various Types of Chairs (ITB No. VTC 2013-025-GS), the BAC-GS TWG B hereby submits that the aforesaid bidder has complied with the requirements as enumerated in the Bidding Documents for the aforesaid procurement and it is therefore submitted that its Bid proposal should be declared as **RESPONSIVE**."

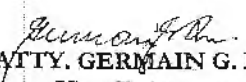
WHEREAS, the BAC-GS concurred with the recommendation of the TWG to declare Cubixoffice, Inc. as the bidder with the Single Calculated Responsive Bid (SCRB);

NOW, THEREFORE, premises considered, the BAC-GS resolves to declare Cubixoffice, Inc. as the bidder with the Single Calculated Responsive Bid (SCRB) and recommend that the contract for the Procurement of Various Types of Chairs under ITB No. VTC 2013-025-GS be awarded to the said bidder.

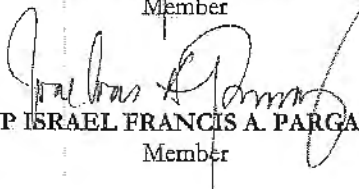
IT IS SO RESOLVED.

Signed this 11th day of February, 2014 at Pasig City.


SVP MELINDA C. MERCADO
Chairperson


ATTY. GERMAIN G. LIM
Vice-Chairperson


VP GREGORIO C. RULLODA
Member


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


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

- ON OFFICIAL BUSINESS -
SM EVANGELINE F. RACELIS, PhD
Member

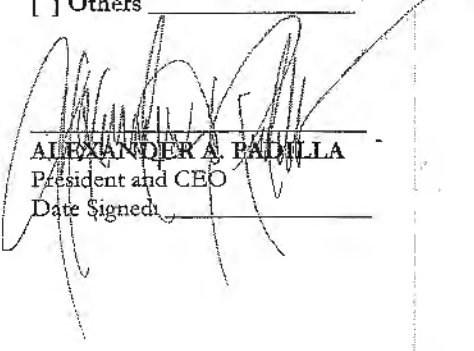
- ON OFFICIAL BUSINESS -
SM MARIO S. MATANGUIHAN
Member/End-User

Jan 24

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☒ APPROVED
☐ DISAPPROVED
☐ Others _____



ALEXANDER A. PADILLA
President and CEO
Date Signed: _____

Resolution recommending that the Contract for the Procurement of Various Types of Chairs under IITB No. VTC 2013-025-GS be awarded in favor of Cubixoffice, Inc. as the Bidder with the Single Calculated Responsive Bid (SCRB)


Padilla
Jen 1/2/2014



NOTICE OF AWARD
Procurement of Various Types of Chairs
(ITB No. VTC 2013-025-GS)

04 MAR 2014

Date of Issuance: _____

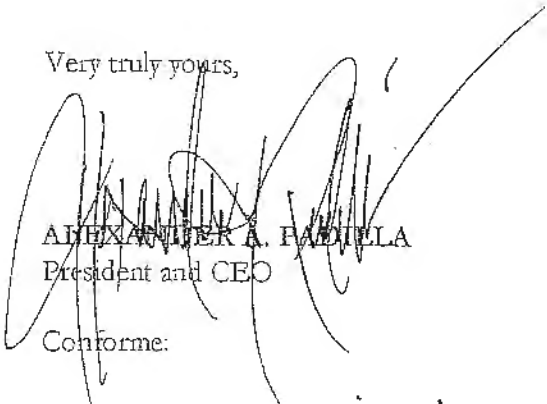
**MS. MARILYN D. CANILLO/MS. JULIET Q. NALDOZA/
MR. KENNETH ELVIN C. SY
CUBIXOFFICE, INC.**
Unit 101, Greenwich Mansion Condominium Center,
Pearl Drive corner Lourdes Street,
Ortigas Center, Pasig City
Tel. Nos.: 2181904/09279239062
Fax No.: 477-3956

Dear Ms. Canillo/Ms. Naldoza/Mr. Sy:

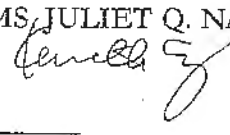
We are pleased to notify you that your Bid Proposal on January 27, 2014 for the **Procurement of Various Types of Chairs** for execution by **CUBIXOFFICE, INC.** at the Contract Price equivalent to **Nine Hundred Eighty Eight Thousand and Three Hundred Seventy Pesos (PhP988,370.00)** only is accepted.

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:

**MS. MARILYN D. CANILLO/MS. JULIET Q. NALDOZA/
MR. KENNETH ELVIN C. SY** 
CUBIXOFFICE, INC.

Date: _____


Janet Padilla
Jenny



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

Annex "I"



ORDER OF PAYMENT

FOR : **MARIA ELENA Y. HERRERA**
Division Chief
Cash Division

DATE: March 12, 2014

Please accept the amount of Forty Nine Thousand Four Hundred Eighteen Pesos and Fifty Centavos (PhP49,418.50) only, from Cubixoffice, Inc. in the form of Manager's Check issued by Security Bank with Check No. 0000134881 posted as PERFORMANCE SECURITY on the Bidding for the Procurement of Various Types of Chairs (ITB No. VTC 2013-025-GS)


LEILA S. TUAZON
OIC-Head
Secretariat for the Bids and Awards
Committees – Head Office

Paulo

Gen. 11/20

MANAGER'S CHECK

521-821100-608

CHECK No.
0000134881
134881

R/T No
01014
0345

Date March 5, 2014

PAYEE'S ACCOUNT

Pay to the order of ****PHILIPPINE HEALTH INSURANCE CORPORATION****

****49,418.50****

Pesos

****FORTY NINE THOUSAND FOUR HUNDRED EIGHTEEN AND 50/100 ONLY****

SECURITY BANK

BINONDO BRANCH
#465-469 EWAN BLDG., QUINTIN PAREDES ST.,
BINONDO, MANILA

Authorized Signature

Authorized Signature

⑈0000134881⑈01014⑈0345⑈521821⑈00608⑈

Gailo

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PHILHEALTH
OFFICIAL RECEIPT
Republic of the Philippines
Philippine Health Insurance Corporation



DATE

03/12/2014

NO. 48888662

Received from: CUBIX OFFICE, INC.

Reference:

Zip Code: Tel. No.:

NATURE OF COLLECTION	AMOUNT
BID BONDS / PERFORMANCE SECURITY	49,418.50
PROCUREMENT OF VARIOUS TYPES OF CHAIRS	
(ITER VTC 2013-023-G5)	
TOTAL	₱ 49,418.50
AMOUNT IN WORDS	Forty nine thousand four hundred eighteen and 50/100 pesos

☐ Cash	☐ Drawee Bank	Number	Date
☐ Check	SEC	145001	03/12/2014
☐ Money Order			
☐ Premium Donor for		Received the Amount Stated Above	
Billing Statement No.		JULIEVE JERMA	
Billing Date		CASHIER	
		COLLECTING OFFICER	

OR#48888662 03:52pm 1205140312000349254145#4-5536C3-4458612062320-
PRO-NCR C.O. - CASHIER

PAYOR'S COPY

Received by: 3/12/14
JULIEVE JERMA

Don't

Don't