

# CONTRACT FOR THE PROCUREMENT OF ONE (1) LOT VARIOUS SETS OF OFFICE TABLES

13 APR 2015

THIS CONTRACT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 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 18th Floor, Citystate Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **SENIOR VICE PRESIDENT/CHIEF MANAGEMENT EXECUTIVE, MANAGEMENT SERVICES SECTOR, MELINDA C. MERCADO**, (hereinafter called "**PHILHEALTH**");

-and-

**DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, a corporation registered with the Securities and Exchange Commission under Certificate No. PG200901652 issued on 10 February 2009, and existing under the laws of the Republic of the Philippines, with business address at 1 Bimaka St. cor. Biak na Bato, Brgy. Manresa, Quezon City, represented herein by its **PROJECT SALES CONSULTANT, MA. LUISA M. ANGELES**, (hereinafter called "**DESIGN EXCELLENCE**").

WITNESSETH: That –

WHEREAS, **PHILHEALTH** invited Bids for the **Procurement of One (1) Lot Various Sets of Office Tables (ITB No. VSOT 2014-028-GS)** and has accepted the Bid by **DESIGN EXCELLENCE** for the supply of those goods and services in the sum of **ONE MILLION SEVEN HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED SEVENTY ONE PESOS (PhP1,775,571.00) 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 **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO. (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. 016, s. 2015 (**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 **DESIGN EXCELLENCE** as hereinafter mentioned, **DESIGN EXCELLENCE** 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 **DESIGN EXCELLENCE** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or

Melinda C. Mercado

Senior Vice President/Chief Management  
Executive, Management Services Sector

Ma. Luisa M. Angeles

Project Sales Consultant

Edgar J. S. Asuncion

Senior Vice President/Chief Legal Executive,  
Legal Sector

Mario S. Matanguihan

Senior Manager, Physical Resources and  
Infrastructure Department (PRID)

Judy D. Balolong

Fiscal Controller IV/OIC-AICD,  
Comptrollership Dept.

Witness for Design Excellence Home &  
Office System Co.

Witness for Design Excellence Home &  
Office System Co.

such other sum as may become payable at the time and in the manner prescribed by this Contract.

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.
6. **DESIGN EXCELLENCE** hereby covenants to deliver in favor of **PHILHEALTH** the **Various Sets of Office Tables** and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract.
7. Upon submission of **DESIGN EXCELLENCE** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements, **PHILHEALTH** shall pay the sum of **One Million Five Hundred Ninety Eight Thousand Thirteen Pesos and Ninety Centavos (PhP1,598,013.90) 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 **One Hundred Seventy Seven Thousand Five Hundred Fifty Seven Pesos and Ten Centavos (PhP177,557.10) only**. Said amount shall only be released after the lapse of the **two (2) years 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 **DESIGN EXCELLENCE** 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 **two (2) years** covering the whole duration of the **warranty period**. **DESIGN EXCELLENCE** may also opt for a retention money on the first year and post a special bank guarantee on the second year OR post a special bank guarantee on the first year, renewable on the second year.


8. **DESIGN EXCELLENCE** 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:


  
**MELINDA C. MERCADO**  
Senior Vice President/  
Chief Management Executive,  
Management Services Sector

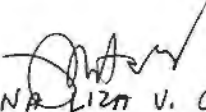
**DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**


By:

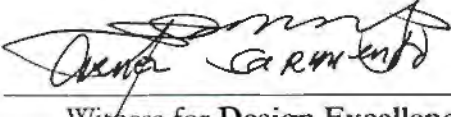
  
**MA. LUISA M. ANGELES**  
Project Sales Consultant

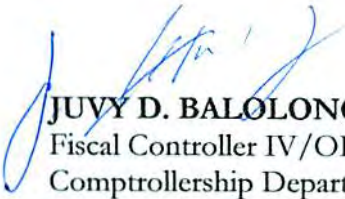
Signed in the presence of:

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

  
**MONA LIZA V. CATALAN**  
Witness for Design Excellence

  
**MARIO S. MATANGUIHAN**  
Senior Manager  
Physical Resources and Infrastructure Department

  
Witness for Design Excellence

  
**JUVY D. BALOLONG**  
Fiscal Controller IV/OIC, AICD  
Comptrollership Department

PoF # 04-2015-102

CAF # 2015-04-27

# ACKNOWLEDGEMENT

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

BEFORE ME, this \_\_\_\_ day of 13 APR 2015 2015, 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	PHILHEALTH CO. ID 1000 3097	
MA. LUISA M. ANGELES Design Excellence Home & Office Furnishings Co.	PASSPORT # EB 9665939	9/5/13 / DFA, MLA.

Known to me to be the same persons who executed the foregoing Agreement consisting of thirty-eight (38) 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. 346  
Page No. 49  
Book No. XV  
Series of 2015.

*Tomás F. Dulay Jr.*  
ATTY. TOMAS F. DULAY JR.  
Notary Public  
Until December 31, 2015  
PTR NO. 0561161 / 01-05-2015 / Q.C.  
IBP NO. 067495 / 01-05-2015 / Q.C.  
ROL NO. 16583 / 03-13-1961  
TIN: 112-225-916-000  
MCLE EXEMPTED NO. 000838

## Bid Form

Date: January 27, 2015Invitation to Bid No.: ITB VSOT 2014-028-GS

**The Chairperson**  
**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/deliver Various Office Chairs in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS	COST per item (Inclusive of VAT)	Total Cost (Inclusive of VAT)
Clerical Table (for SG 9 and below) – 45 units	7,481.00	336,645.00
Clerical Table – 82 units (with *mobile pedestal for SG 10 to 17)	12,931.00	1,060,342.00
Junior Executive Table – 12 units (with *mobile pedestal for SG 18 to 23)	14,204.00	170,448.00
Junior Executive (with *mobile pedestal for SG 24 to 25 & LHIO Head) – 2 units	14,659.00	29,318.00
Senior Executive Table – 3 units (with *mobile pedestal for SG 26-28)	16,568.00	49,704.00
Conference Table "U Shaped" (8 to 12 Seaters) – 1 unit	41,027.00	41,027.00
Conference Table "Oval Shaped" (8 to 12 Seaters) – 2 units	17,390.00	34,780.00
Conference Table (6 to 10 seaters) – 1 unit	16,299.00	16,299.00
Coffee/Conference Table (for SG 26 to 29) – 3 units	8,118.000	24,354.00
Back Cabinet (for SG 24 to 28) – 1 unit	12,654.00	12,654.00
<b>Total in Words</b> <b>One Million Seven Hundred Seventy Five</b> <b>Thousand Five Hundred Seventy One Pesos</b> <b>only.</b>		<b>Grand Total</b> <b>Php. 1,775,571.00</b>

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.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

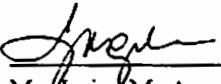
We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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.

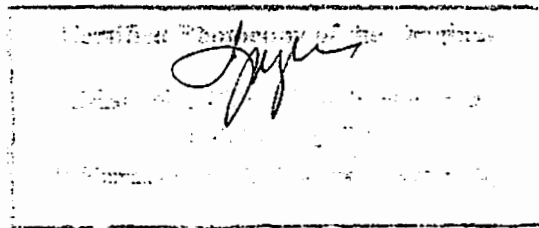
We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

Dated this 27<sup>th</sup> day of January 2015.

  
Ma. Luisa M. Angeles

Bidder's Representative

Duly authorized to sign Bid for and on behalf of Design Excellence Home & Office System Co.





# DESIGN & OFFICE SYSTEM CO.

## HOME & OFFICE SYSTEM CO.



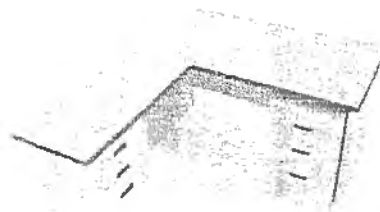
Address: 1 Binmaka st. cor. Biak na Bato, Brgy. Manresa, Quezon City  
Telephone nos. 624-8642/413-6682


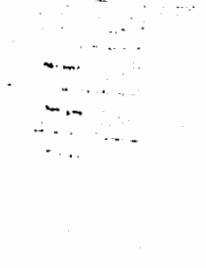
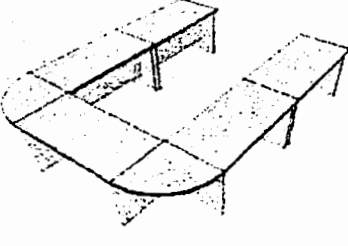
### PHILIPPINE HEALTH INSURANCE CORPORATION

Attention: SVP Edgar Julio S. Asuncion

Chairperson, Bids & Awards Committee-GS

QTY		CODE	DESCRIPTION	PRICE	AMOUNT
45	units	FST 120x60	CLERICAL TABLE Free standing table using at least 25mm thick table top and legs HDF board with light gray HPL finish; with one (1) lockable 700mm x 100mm MAIN DRAWER and two (2) central lock 460mm x 100mm SIDE DRAWERS; 20mm thick modesty panels with adjustable glider footings; with dark gray PVC/ rubber edge sidings and grommet. W-120 x D-60 x H-75 cm	7,481.00	336,645.00
82	units	FST120x60	L-SHAPED CLERICAL TABLE MAIN DESK: L-Shaped using at least 25mm. Thick table top and legs HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, with adjustable glider footings and 20mm thick modesty panel. W-120 x D-60 x H-75 cm SIDE TABLE: Attached to main table using 25mm thick table top and legs HDF board with light gray HPL finish, with three (3) side drawers 400mmH x 400mmW, post formed front and back with dark gray PVC/rubber edge sidings, with adjustable glider footings and 20mm thick modesty panel. W-90 x D-45 x H-75 cm	10,481.00	859,442.00
82	units	DEMC	MOBILE PEDESTAL CABINET: Made of gauge No. 20 cold rolled steel sheets, powder-coated finish, color light gray, three drawer pull out with replaceable central locking system, base shall have anti-tip supports (front	2,450.00	200,900.00

			and back), with nylon casters. W-40 x D-56 x H-65cm		
12	units	FST140x70	 <p>JUNIOR EXECUTIVE TABLE MAIN DESK: L-Shaped using at least 30mm. Thick table top and legs HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, with adjustable glider footings and 20mm thick modesty panel. <b>W-140 x D-60 x H-75 cm</b> SIDE TABLE: Attached to main table using 30mm thick table top and legs HDF board with light gray HPL finish, with three (3) side drawers 400mmH x 400mmW, post formed front and back with dark gray PVC/rubber edge sidings, with adjustable glider footings and 20mm thick modesty panel. <b>W-90 x D-45 x H-75 cm</b></p>	11,754.00	141,048.00
12	units	DEMC	 <p>MOBILE PEDESTAL CABINET: Made of gauge No. 20 cold rolled steel sheets, powder-coated finish, color light gray, three drawer pull out with replaceable central locking system, base shall have anti-tip supports (front and back), with nylon casters. <b>W-40 x D-56 x H-65cm</b></p>	2,450.00	29,400.00
2	units	FST150x70	 <p>JUNIOR EXECUTIVE TABLE MAIN DESK: L-Shaped using at least 30mm. Thick table top and legs HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, with adjustable glider footings and 20mm thick modesty panel. <b>W-150 x D-60 x H-75 cm</b> SIDE TABLE: Attached to main table using 30mm thick table top and legs HDF board with light gray HPL finish, with three (3) side drawers 400mmH x 400mmW, post formed front and back with dark gray PVC/rubber edge sidings, with adjustable glider footings and 20mm thick modesty panel. <b>W-90 x D-45 x H-75 cm</b></p>	12,209.00	24,418.00

2	units	DEMC	 <p>MOBILE PEDESTAL CABINET: Made of gauge No. 20 cold rolled steel sheets, powder-coated finish, color light gray, three drawer pull out with replaceable central locking system, base shall have anti-tip supports (front and back), with nylon casters. <b>W-40 x D-56 x H-65cm</b></p>	2,450.00	4,900.00
3	units	FST180x70	<p>SENIOR EXECUTIVE TABLE</p> <p>MAIN DESK: P-Shaped using at least 30mm. Thick table top and legs HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, with adjustable glider footings and 20mm thick modesty panel: Chrome single post <b>W-180 x D-75x H-75 cm</b></p> <p>SIDE TABLE: Attached to main table using 30mm thick table top and legs HDF board with light gray HPL finish, with three (3) side drawers 400mmH x 400mmW, post formed front and back with dark gray PVC/rubber edge sidings, with adjustable glider footings and 20mm thick modesty panel. <b>W-100 x D-45 x H-75 cm</b></p>	14,118.00	42,354.00
3	units	DEMC	 <p>MOBILE PEDESTAL CABINET: Made of gauge No. 20 cold rolled steel sheets, powder-coated finish, color light gray, three drawer pull out with replaceable central locking system, base shall have anti-tip supports (front and back), with nylon casters. <b>W-40 x D-56 x H-65cm</b></p>	2,450.00	7,350.00
1	unit	DECT300x240	 <p>U-SHAPED CONFERENCE TABLE</p> <p>8 to 12-seaters U-shaped conference table using 36mm thick HDF board with light gray HPL finish; 20mm thick modesty panel; plastic edgings and adjustable glider footings</p> <p>5 pcs W-120 x D-60 x H-75 cm 2 pcs W-60 x D-60 x H-75 cm for corner</p>	41,027.00	41,027.00

2	units	DECT240x120	CONFERENCE TABLE 8 to 12 seaters oval shaped conference table using 36mm thick HDF board with light gray HPL finish; with middle support panel; plastic edgings and adjustable glider footings W-240 x D-120 x H-75 cm	17,390.00	34,780.00
1	units	DECT180x100	CONFERENCE TABLE 6 to 10 seaters oval shaped conference table using 36mm thick HDF board with light gray HPL finish; with middle support panel; plastic edgings and adjustable glider footings W-180 x D-100 x H-75 cm	16,299.00	16,299.00
3	units	DECT100R	COFFEE/CONFERENCE TABLE 4-seaters round shaped coffee/conference table using 36mm thick HDF board with light gray HPL finish; with plastic edgings and adjustable glider footings 100-dia. X H-75 cm	8,118.00	24,354.00
1	unit		BACK CABINET Free standing Cabinet using atleast 30mm. Thick HDF board with light gray HPL finish, plastic edging, with adjustable glider footings, 20mm. Thick HDF board with HPL finish lockable sliding doors with handles W-160 x D-45 x H-75 cm	12,654.00	12,654.00
				<b>GRAND TOTAL</b>	<b>1,775,571.00</b>

payment:

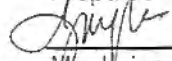
Government Terms

Checks payable to Design Excellence Home and Office System Co.

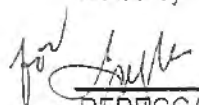
Delivery Period: 60 working days

Price validity: 120 days

Prepared by:



  
Ma. Luisa Angeles  
Project Sales Consultant

Noted by:

  
REBECCA TIENG  
General Manager

Conforme:

Printed Name and Signature


  


## Section VI. Schedule of Requirements

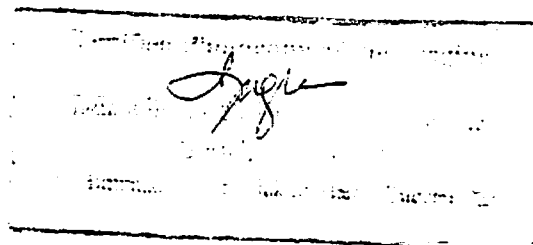
Item Number	Description	Quantity	Total	Delivered, Days/Weeks/ Months
1	Clerical Table (for SG 9 and below)	45 units	45 units	Within sixty (60) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed.
2	Clerical Table (with *mobile pedestal for SG 10 to 17)	82 units	82 units	
3	Junior Executive Table (with *mobile pedestal for SG 18 to 23)	12 units	12 units	
4	Junior Executive Table (with *mobile pedestal for SG 24 to 25 & LHIO Head)	2 units	2 units	
5	Senior Executive Table (with *mobile pedestal for SG 26-28)	3 units	3 units	
6	Conference Table "U-Shaped" (8 to 12 Seaters)	1 unit	1 unit	
7	Conference Table "Oval-Shaped"	2 units	2 units	
8	Conference Table (6 to 10 seaters)	1 unit	1 unit	
9	Coffee/Conference Table (for SG 26 to 29)	3 units	3 units	
10	Back Cabinet (for SG 24 to 28)	1 unit	1 unit	
			152 units	

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

Design Excellence Home & Office System Co.  
Name of Company/Bidder

  
Ma. Luisa M. Angeles  
Signature over Printed  
Name of Representative

January 27, 2015  
Date



## Section VII. Technical Specifications

Bidding for the Procurement of Various Sets of Office Tables		Statement of Compliance
<b>SCOPE OF SERVICES</b>		
A. Winning bidder shall supply and deliver brand new sets of office tables to PhilHealth Head Office, City State Bldg., 709 Shaw Blvd., Brgy. Oranbo, Pasig City		"comply" "comply" "comply"
B. The winning bidder shall provide demo units of various sets of office tables and its technical drawing according to the specifications stated herein to be delivered for preliminary inspection and review.		"comply" "comply" "comply" "comply"
C. Quantities and Technical Specifications:		"comply"
DESCRIPTION & QUANTITY	Technical Specifications	
Clerical Table (for SG 9 and below)  <u>Quantity: 45 Units</u>	Free standing table using at least 25 mm. thick tables top and legs HDF board with light gray HPL finish, with one (1) lockable 700mm x 100mm. side drawers, 20mm. thick modesty panels, with adjustable glider footings, with dark gray PVC/ rubber edge sidings and grommet.  Minimum Size: 1200mm. W x 600mm.D x 750mm .H	"comply" "comply" "comply" "comply" "comply"
Clerical Table (with *mobile pedestal for SG 10 to 17)  <u>Quantity: 82 Units</u>	<b>Main desk:</b> "L-Shaped" using at least 25mm. thick table top and legs HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, with adjustable glider footings and 20mm. thick modesty panel. Minimum size: 1200mm.W x 600mm.D x 750mm.H  <b>Side table:</b> Attached to main table using 25mm. thick table top and legs HDF board with light gray HPL finish, with three (3) side drawers 400mm. H x 400mm.W, post formed front and back with dark gray PVC/rubber edge sidings, with adjustable glider footings and 20mm. thick modesty panel. Minimum Sized: 900mm.W x 450mm.D x 750mm. H	"comply" "comply" "comply" "comply" "comply" "comply" "comply" "comply" "comply"
Junior Executive Table (with *mobile pedestal for SG 18 to 23)  <u>Quantity: 12 Units</u>	<b>Main desk:</b> "L-Shaped" using at least 30mm. thick table top and legs HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, with adjustable glider footings and 20mm. thick modesty panel. Minimum Size: 1400mm.W x 700mm.D x 750mm.H  <b>Side table:</b> Attached to main table using 30mm. thick table top and legs HDF board with light gray HPL finish, with three (3) side drawers 400mm. H x 400mmW, post formed front and back with dark gray PVC/rubber edge sidings, with adjustable glider footings and 20mm. thick modesty panel. Minimum Size: 900mm.W x 450mm.D x 750mm.H	"comply" "comply" "comply" "comply" "comply" "comply" "comply" "comply" "comply"
Junior Executive	<b>Main desk:</b> "L-Shaped" using at least 30mm. thick	"comply"

<p>Table (with *mobile pedestal for SG 24 to 25 &amp; LHIO Head )</p> <p><b>Quantity: 2 Units</b></p>	<p>Table top and legs HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, with adjustable glider footings and 20mm. thick modesty panel.</p> <p>Minimum Size: 1500mm.W x 700mm.D x 750mm.H</p> <p>Side table: Attached to main table using 30mm. thick table top and legs HDF board with light gray HPL finish, with three (3) side drawers 400mm. H x 400mm.W, post formed front and back with dark gray PVC/ rubber edge sidings. with adjustable glider footings and 20mm. thick modesty panel.</p> <p>Minimum Size: 900mm. W x 450mm. D x 750mm.H</p>	<p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p>
<p>Senior Executive Table (with * mobile pedestal for SG 26-28)</p> <p><b>Quantity: 3 Units</b></p>	<p>Main desk: "P-Shaped" table using at least 30mm. thick table top and legs HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, with adjustable glider footings and 20mm. thick modesty panel, chromed single post.</p> <p>Minimum Size: 1800mm.W x 750mm.D x 750mm.H</p> <p>Side Table: Attached to main table using 30mm. thick table top and legs HDF board with light gray HPL finish, with three (3) side drawers 400mm. H x 400mm.W, post formed front and back with dark gray PVC/rubber edge sidings and grommet, with adjustable glider footings and 20mm. thick modesty panel.</p> <p>Minimum Size: 1000mm. W x 450mm. D x 750mm.H</p>	<p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p>
<p>Conference Table "U-Shaped" (8 to 12 Seaters)</p> <p><b>Quantity: 1 Unit</b></p>	<p>8 to 12-seaters "U-shaped" conference table using 36mm. thick HDF board with light gray HPL finish, 20mm. thick modesty panel, plastic edgings and adjustable glider footings.</p> <p>Overall Minimum Dimension: 5 pcs. Of 600mm.W x 1200mm.D x 750mm.H 2pcs. Of 600mm. W x 600mm.D x 750mm.H for Corner</p>	<p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p>
<p>Conference Table "Oval-Shaped" (8 to 12 Seaters)</p> <p><b>Quantity: 2 Units</b></p>	<p>8 to 12-seaters oval shaped conference table using 36mm. thick HDF board with light gray HPL finish, with middle support panel, plastic edgings and adjustable glider footings.</p> <p>Minimum Size: 1200mm.W x 2400mm.D x 750mm.H</p>	<p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p>
<p>Conference Table (6 to 10 scaters)</p> <p><b>Quantity: 1 Unit</b></p>	<p>6 to 10-seaters oval shaped conference table using 36mm. thick HDF board with light gray HPL finish, with middle support panel, plastic edgings and adjustable glider footings.</p> <p>Minimum Size: 1000mm. W x 1800mm.D x 750mm.H</p>	<p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p> <p>"comply"</p>
<p>Coffee/Conference</p>	<p>4-seaters round shaped coffee/conference table using</p>	<p>"comply"</p>

Table (for SG 26 to 29)	at least 36mm. thick table top and legs HDF board with light gray HPL finish. with plastic edgings and adjustable glider footings.	"comply" "comply" "comply"
Quantity: 3 Units	Minimum Size: 1000 mm. Ø x 750mm.H.	"comply"
Back Cabinet (for SG 24 to 28)	Free standing cabinet using at least 30mm. thick HDF board with light gray HPL finish. with plastic edging. with and adjustable glider footings, 20mm. thick HDF board with HPL finish lockable sliding doors with handles.	"comply" "comply" "comply" "comply"
Quantity: 1 Unit	Minimum Size: 1600mm.D x 450mm.D x 750mm.H.	"comply"
*Mobile Pedestal	Made of gauge No. 20 cold rolled steel sheets, powder-coated finish, color light gray, three drawer pull-out with replaceable central locking system. base shall have anti-tip supports (front and back). with nylon casters.	"comply" "comply" "comply" "comply" "comply"
	Minimum Size: W400mm x D560mm x H650mm.	"comply"
<b>WARRANTY</b> The warranty for sets of office tables shall be for a period of two (2) years to be reckoned from the date of PhilHealth's acceptance.		"comply" "comply"
<b>ACCEPTANCE OF DELIVERY</b>  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 of the Inspection Committee to ensure the Deliverables was done according to specification and quantity.		"comply" "comply" "comply" "comply"
<b>TERMS OF PAYMENT</b> A. Payment shall be made within fifteen (15) working days upon completion of the following documentary requirement: 1. Perfected Contract; 2. Delivery Receipt; 3. Inspection Report; 4. Certificate of Acceptance. B. Inspection Committee member/s shall conduct a final inspection to Ensure the deliverables was done according to specification and quantity.		"comply" "comply" "comply" "comply" "comply" "comply" "comply" "comply" "comply"

I hereby certify to comply with all the above Technical Specifications

DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.

Name of Company/Bidder

*[Signature]*  
MA. LUISA M. ANGELES

Signature over Printed

Name of Representative

1-27-2015

Date

## *Section IV. General Conditions of Contract*

### **1. Definitions**

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

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

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
    - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

### 3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### 4. Governing Law and Language

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

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### 5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

### 6. Scope of Contract

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

6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

### 7. Subcontracting

7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

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

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

## **9. Prices**

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

## **10. Payment**

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

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

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:

- (a) On Contract Signature: Fifteen percent (15%) 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: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

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

## 12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

## 13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such

reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

**14. Use of Contract Documents and Information**

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

**15. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

**16. Inspection and Tests**

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## 17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## 18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

## 19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of

duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

## 20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## 21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not

limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## 23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
  - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
  - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## 24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

## 25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum 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.

## 26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

## 27. Procedures for Termination of Contracts

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) 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 CTIRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

**28. Assignment of Rights**

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

**29. Contract Amendment**

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

**30. Application**

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

## Section V. Special Conditions of Contract

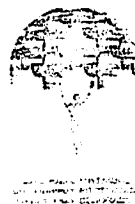
GCC Clause	
1.1(g)	The Procuring Entity is <i>Philippine Health Insurance Corporation</i> .
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is: <b>Philippine Health Insurance Corporation Corporate Operating Budget for CY 2014: THREE MILLION TWO HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED SEVENTY FIVE PESOS AND THIRTY THREE CENTAVOS (PHP3,228,275.33) on the BIDDING FOR THE PROCUREMENT OF VARIOUS SETS OF OFFICE TABLES (ITB NO. VSOT 2014-028-GS).</b>
1.1(k)	The Project Site is <i>at PhilHealth Head Office CityState Centre 709 Shaw Blvd., Brgy. Oranbo, Pasig City</i>
5.1	The Procuring Entity's address for Notices is: <b>SVP EDGAR JULIO S. ASUNCION, Chief Legal Executive, Chairperson for BAC – Goods and Services, Room 1003, 10<sup>th</sup> Floor CityState Centre, 709 Shaw Boulevard, Pasig City</b>
6.2	<p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI.</p> <p><b>Delivery and Documents –</b></p> <p>The Delivery terms of this Contract shall be as follows:</p> <p><b>The Various Sets of Office Tables</b> shall be delivered to the PhilHealth Head Office, 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.”</p> <p>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:</p> <p>Upon delivery of the Goods and Services to the Project Site, the Supplier shall notify PhilHealth and present the following documents to PhilHealth:</p> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;</li> <li>(iii) Original Supplier's factory inspection report;</li> <li>(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</li> <li>(v) Original and four copies of the certificate of origin (for imported Goods);</li> <li>(vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;</li> <li>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</li> <li>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</li> </ul> <p><b>Insurance –</b></p> <p>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.</p> <p><b>Transportation –</b></p> <p>PhilHealth accepts no liability for the damage of Goods during transit. In the case</p>

	<p>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.</p> <p><b>Patent Rights –</b></p> <p>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.</p>
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 two (2) years warranty against defects. During this period, the winning bidder shall correct any such defect.
17.4	In case of defects in the office tables delivered by the winning bidder, PhilHealth has the right to return and demand replacement of the defective office tables at the expense of the winning bidder. Replacement of the items shall be made "free of charge" within fifteen (15) calendar days upon notice.
21.1	NO ADDITIONAL PROVISION



Republic of the Philippines  
**PHILIPPINE HEALTH INSURANCE CORPORATION**

Citystate Centre, 709 Shaw Boulevard, Pasig City  
Call Center (02) 441-7442 Trunkline (02) 441-7444  
[www.philhealth.gov.ph](http://www.philhealth.gov.ph)



**NOTICE OF AWARD**  
**Procurement of Various Sets of Office Tables**  
**(ITB No. VSOT 2014-028-GS)**

Date of Issuance: 02 MAR 2015

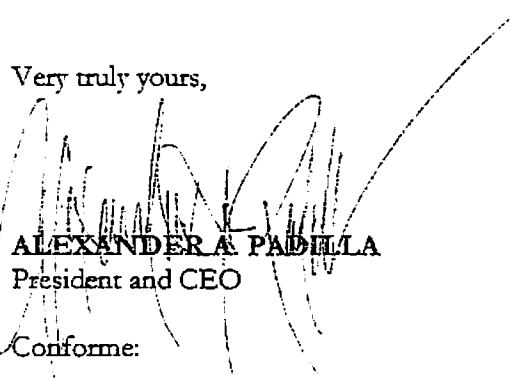
**MS. MA. LUISA M. ANGELES**  
**DESIGN EXCELLENCE HOME & OFFICE SYSTEM**  
#1 Binmaka St., Cor. Bial na Bato, Brgy. Manresa  
Quezon City

Dear Ms. Angeles:

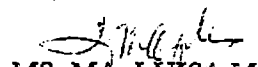
We are pleased to notify you that your Bid Proposal on January 27, 2015 for the **Procurement One Hundred Fifty Two (152) units Various Sets of Office Tables** for execution by **DESIGN EXCELLENCE HOME & OFFICE SYSTEM** at the Contract Price equivalent to **One Million Seven Hundred Seventy Five Thousand Five Hundred Seventy One Pesos (PhP1,775,571.00)** 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. MA. LUISA M. ANGELES**  
**DESIGN EXCELLENCE HOME & OFFICE SYSTEM**  
Date: 3/2/15



**BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (BAC-GS)**  
**RESOLUTION NO. 016, S. 2015**

**RESOLUTION RECOMMENDING THAT THE CONTRACT FOR THE PROCUREMENT OF VARIOUS SETS OF OFFICE TABLES UNDER ITB NO. VSOT 2014-028-GS BE AWARDED IN FAVOR OF DESIGN EXCELLENCE HOME & OFFICE SYSTEM 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 Philippine Star, the PhilG-EPs, the PhilHealth Website and the office premises an Invitation to Bid (ITB) for the Procurement of Various Sets of Office Tables (ITB No. VSOT 2014-028-GS) during the period December 29, 2014 to January 4, 2015;

**WHEREAS**, the Approved Budget for the Contract (ABC) of the subject procurement is in the amount of Three Million Two Hundred Twenty Eight Thousand Two Hundred Seventy Five Pesos and Thirty Three Centavos (PhP3,228,275.33);

**WHEREAS**, in response to the said invitation, four (4) prospective bidders purchased the bidding documents, namely: (1) Design Excellence Home & Office System, (2) Cubixoffice, Inc., (3) Proverbs Enterprises, and (4) Lee Designs Inds., Inc.;

**WHEREAS**, during the Opening of Bids on January 27, 2015 at 10:00 a.m., all four (4) prospective 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 and arrived at the following results:

Proponents	Evaluation Results
1. Design Excellence Home & Office System	Lowest Calculated Bid (LCB) PhP1,775,571.00
2. Cubixoffice, Inc.	2nd Lowest Calculated Bid (LCB) PhP1,882,287.00
3. Proverbs Enterprises	Ineligible/Disqualified Late submission of bids
4. Lee Designs Inds., Inc.	Ineligible/Disqualified Failed to submit attachment/proof of 2015 Mayor's Permit application

**WHEREAS**, based on the above results, Design Excellence Home & Office System was declared as the bidder with the Lowest Calculated Bid (LCB) to be subjected to post-qualification;

**WHEREAS**, during the BAC-GS meeting held on February 9, 2015, the TWG presented the corresponding Post-Qualification Evaluation Report to the BAC-GS on Design Excellence Home & Office System with the recommendation that said bidder be "post-qualified" and be declared as 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 **Design Excellence Home & Office System** on the Procurement of Various Types of Office Tables (ITB No. VSOT 2014-028-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**"*

**WHEREAS**, the BAC-GS concurred with the recommendation of the TWG to declare Design Excellence Home & Office System as the bidder with the Lowest Calculated Responsive Bid (LCRB);

**NOW, THEREFORE**, premises considered, the BAC-GS resolves, to declare Design Excellence Home & Office System as the bidder with the Lowest Calculated Responsive Bid (LCRB) and recommend that the contract for the Procurement of Various Sets of Office Tables (ITB No. VSOT 2014-028-GS) be awarded to the said bidder.

**IT IS SO RESOLVED.**

Signed this 9<sup>th</sup> day of February, 2015 at Pasig City.

**SVP EDGAR JULIO S. ASUNCION**

Chairperson

**VP ALFREDO B. PINEDA II**

Vice-Chairperson

**OIC-SM LEIZEL P. LAGRADA, M.D.**

Member

**SM MARIA SOPHIA B. VARLEZ, M.D.**

Member

**OIC-SM JENNIFER S. RACA, M.D.**

Member

**ATTY. ERNESTO P. BARBADO, JR.**

Member

**SM MARIO S. MATANGUIHAN**

Member/End-user

☒ APPROVED  
☐ DISAPPROVED  
☐ Others \_\_\_\_\_

  
ALEXANDER A. RADILLA

President and CEO

Date signed: \_\_\_\_\_

Resolution recommending that the Contract for the Procurement of Various Types of Office Tables under ITB No. VSOT 2014-028-GS be awarded in favor of Design Excellence Home & Office System as the bidder with the Lowest Calculated Responsive Bid (LCRB)



Republic of the Philippines  
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**BID BULLETIN NO. 01**  
**(ITB NO. VSOT 2014-028-GS)**  
**BIDDING FOR THE PROCUREMENT OF VARIOUS SETS OF OFFICE TABLES**

In accordance with Republic Act 9184 (RA 9184), the result of the Pre-bid Conference held on 13 January 2015 is hereby issued. The following items on the Bidding Documents for the *Procurement of Various Sets of Office Tables (ITB No. VSOT 2014-028-GS)* is hereby clarified, viz:

Section II - Instructions to Bidders (page 9 of 53)

1	Bidders may submit 2014 Mayor's Permit including the Official Receipt (OR) for its 2015 application OR a Certification from the authorized officer of the Local Government Unit (LGU) that it has a pending application for the business permit.
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Section IV - General Conditions of the Contract (page 32 of 53)

	PROVISION	CLARIFICATION/AMENDMENT
2	In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for two-years. 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; 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.	The winning bidder may also opt for a retention money on the first year and post a special bank guarantee on the second year OR post a special bank guarantee on the first year, renewable on the second year.

Section VI - Schedule of Requirements (page 39 of 53)

3	Within forty (40) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed.	Within sixty (60) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed.
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The amended Section VI: Schedule of Requirements is hereby attached as "ANNEX A".

The deadline for submission of bid proposals will be on 27 January 2015, 10:00 a.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 27 January 2015 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 10:00 a.m. of 27 January 2015.

Issued this 20<sup>th</sup> day of January 2015.

**SVP EDGAR JULIO S. ASUNCION**

Chairperson 

**ATTY. ALFREDO B. PINEDA II**

Vice-Chairperson

**OIC-SM LEIZEL P. LAGRADA, M.D.**

Member

**SM MARIA SOPHIA B. VARLEZ**

Member

**OIC-SM JENNIFER S. RACA, M.D.**

Member

**ATTY. ERNESTO P. BARBADO, JR.**

Member

**SM MARIO S. MATANGUIHAN**

Member/End-User

BID BULLETIN NO. 01  
(ITB NO. VSOT 2014-028-GS)

BIDDING FOR THE PROCUREMENT OF VARIOUS SETS OF OFFICE TABLES

## 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.

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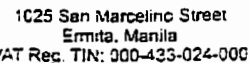
Item Number	Description	Quantity	Total	Delivered, Days/Weeks/ Months
1	Clerical Table (for SG 9 and below)	45 units	45 units	Within sixty (60) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed.
2	Clerical Table (with *mobile pedestal for SG 10 to 17)	82 units	82 units	
3	Junior Executive Table ((with *mobile pedestal for SG 18 to 23 )	12 units	12 units	
4	Junior Executive Table (with *mobile pedestal for SG 24 to 25 & LHIO Head )	2 units	2 units	
5	Senior Executive Table (with *mobile pedestal for SG 26 – 28)	3 units	3 units	
6	Conference Table "U-Shaped" (8 to 12 Seaters)	1 unit	1 unit	
7	Conference Table "Oval-Shaped" (8 to 12 Seaters)	2 unit	2 unit	
8	Conference Table (6 to 10seaters)	1 unit	1 unit	
9	Coffee/Conference Table (for SG 26 to 29)	3 units	3 units	
10	Back Cabinet (for SG 24 to 28 )	1 unit	1 unit	
			152 units	

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

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of Representative

\_\_\_\_\_  
Date



March 05 20 15

(P) 6,702.60

in payment of the following:

1. PREMIUMS:	6413/47665	3,663.50
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Fire Policy No. \_\_\_\_\_

Marine Policy No. \_\_\_\_\_

Motor Car Policy No. \_\_\_\_\_

Accident Policy No. \_\_\_\_\_

Bond Policy No.			
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2. Documentary Stamps	958.00
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3. Premium Tax	439.65
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1. Life Service Tax		
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a. Local Gov't Tax	109.95
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6. Notarial Fee	600 .50
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7. Others	931.50
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Variable		
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Wat-Exempt Sale			
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Vat-Zero Rated Sales			
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Less: SC/PWD Discount		
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VAT Amount		
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[illegible]

12% Value Added Tax

Above payment list is received subject to all the  
condition stipulated at the back hereof.

Warranted no known Loss at the time of issuance on this Official Records.

Total Payment  6,702.50

67-1211-1011

Alpha Insurance &amp; Surety Co., Inc.

\_\_\_\_\_

Bank: \_\_\_\_\_

Check No. \_\_\_\_\_

Date: \_\_\_\_\_

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09-17-2013 - 10:11 AM  
 09-17-2013 - 10:11 AM  
 09-17-2013 - 10:11 AM

"THE OFFICIAL RECORD SHALL BE VALID FOR FIVE YEARS FROM THE DATE OF SIGN"





# ACKNOWLEDGEMENT

G(13)47665

REPUBLIC OF THE PHILIPPINES )  
IN THE CITY OF MANILA ) S.S.

In Manila, Philippines 05th day of March 20 15 A.D., personally appeared before me.

NAME	Res. Cert. No.	ISSUED	
		At	On
Mr. MS. REBECCA TIENG			
Mr.			
Mr.			

MS. MA. LOURDES M. MORAL and Mr. Angono, Rizal on January 07, 2015 with Res. Cert. No. 26240049 Issued at for and in behalf of ALPHA INSURANCE AND SURETY COMPANY, INC. with Res. Cert. No. C- 00151046 issued at Manila, on January 07, 2015 to me known to be the same persons who signed and executed the foregoing instrument and acknowledged before me that the same is of their own voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal at the place and date first above written.

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ATTY. JUSTIN B. ARREDON  
Notary Public for Manila  
My Commission expires Dec. 31, 2015

NOTARY PUBLIC

My Commission expires Dec. 31, 20

REPUBLIC OF THE PHILIPPINES )  
IN THE CITY OF MANILA ) S.S.

I, MS. MA. LOURDES M. MORAL - Branch Manager of ALPHA INSURANCE AND SURETY COMPANY, INC. having been duly sworn states and deposes that the said ALPHA INSURANCE AND SURETY COMPANY, INC. 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 surety bonds for all purposes within the said Philippines, and that it is actually worth the amount specified in the foregoing undertaking to wit \* FIVE HUNDRED THIRTY TWO THOUSAND SIX HUNDRED SEVENTY ONE AND 30/100 ONLY \* Pesos, (P 532,671.30 ) Philippine Currency, over and above all just debts and obligations and property exempt from execution.

ALPHA INSURANCE AND SURETY COMPANY, INC.  
TIN 000-433-024-000-VAT

By MA. LOURDES M. MORAL  
BRANCH MANAGER

Subscribed and sworn to before me this 05th day of March 20 15 at Philippines. Affiant exhibited to me his Residence Certificate and that the corporation as above mentioned.

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ATTY. JUSTIN B. ARREDON  
Notary Public for Manila  
My Commission expires Dec. 31, 2015

NOTARY PUBLIC

My Commission expires Dec. 31, 20

PH No. 5738074 / 1-5-12 / 2015  
RP / Notary Public for Manila

CERTIFIED TRUE XEROX COPY

*ls*  
LEONILA R. LANSANGAN  
SENIOR INSURANCE SPECIALIST  
LICENSING DIVISION  
INSURANCE COMMISSION *7/14/14*



Republika ng Pilipinas  
Kagawaran ng Pananalapi  
KOMISYON NG SEGURO

**KATIBAYAN NG PAGKAMAYKAPANGYARIHAN**

ITO AY PATUNAY na ang ALPHA INSURANCE & SURETY COMPANY, INC.

NG LUNGSOD NG MAYNILA, PILIPINAS

na isang

pang DI-BUHAY

(FIRE, MARINE, CASUALTY & SURETY\*)

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng  
*EXERCISE OF AUTHORITY*

uri ng seguro na itinakda sa itaas hanggang ikalabindalawa ng badinggabi, ng ikatatumpung

araw ng Hunyo, taong dalawampung libo't labing-apat

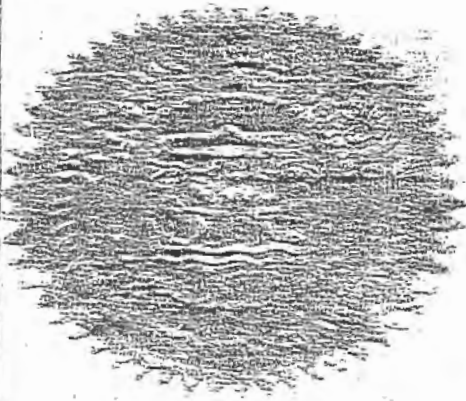
maliban kung agad na bawin o pigilin ng may makatuwirang dahilan.

Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan

at ikinintal ang Opisyal na Tatak ng aking Tanggapan

sa Lungsod ng Maynila, Pilipinas. Ito ay may bise

simula lika-isa ng Hulyo 2013.



\*AO No. 244 issued on  
May 31, 1957

Date Issued: \_\_\_\_\_

*Emmanuel F. Booc*  
EMMANUEL F. BOOC  
Insurance Commissioner

