

**CONTRACT FOR THE PROCUREMENT OF
FURNITURE AND FIXTURES**

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is entered into by and 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 Insurance Act of 1995", with office address at EMDC Building, Francisco Q. Duque Jr. Road, Tapuac District, Dagupan City, represented herein by its Regional Vice President, **LEO DOUGLAS V. CARDONA, JR., M.D.**, (hereinafter called "**PHILHEALTH**").

-and-

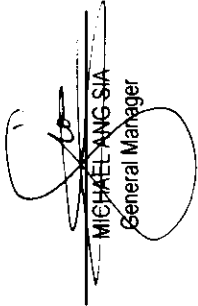
TRI-M VAULT SPECIALIST, a sole proprietorship, organized and existing under the laws of the Republic of the Philippines, with business address at #1073 V.G. Cruz Corner P. Margal, Sampaloc, Manila represented herein by its General Manager, **MICHAEL ANG SIA**, (hereinafter called "**TRI-M VAULT**").

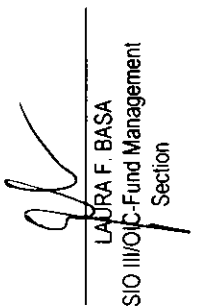
WHEREAS, **PHILHEALTH** invited Bids for the **PROCUREMENT OF FURNITURE AND FIXTURES (ITB No. 2015-003)** and has accepted a Bid by **TRI-M VAULT SPECIALIST** for the supply of those goods and services in the sum of **TWO MILLION FIVE HUNDRED ONE THOUSAND SEVEN HUNDRED SIXTY PESOS (P2,501,760.00)**, (hereinafter called "the Contract Price").

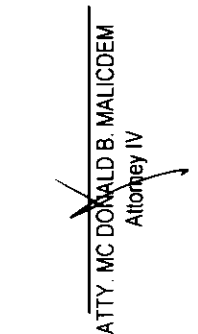
WITNESSETH:

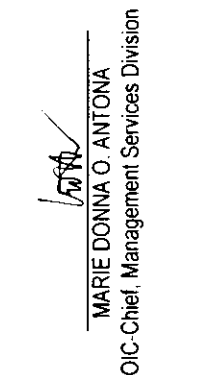
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Performance Security (Annex "A");
 - (b) the Notice of Award (Annex "B");
 - (c) the BAC Resolution No. 25 s. 2015 (Annex "C");
 - (d) the Financial Bid Form and Bill of Quantities (Annex "D");
 - (e) the Schedule of Requirements (Annex "E");
 - (f) the Technical Specifications (Annex "F");
 - (g) the General Conditions of Contract (Annex "G");
 - (h) the Special Conditions of Contract (Annex "H") and
 - (i) the Supplemental Bid Bulletin (Annex "I")
3. In consideration of the payments to be made by **PHILHEALTH** to **TRI-M VAULT** as hereinafter mentioned, **TRI-M VAULT** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;

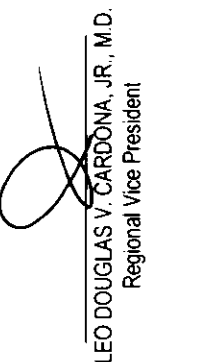

Witness for TRI-M VAULT



MICHAEL ANG SIA
General Manager


LAURA F. BASA
SIO III/OIC-Fund Management
Section

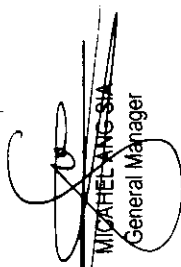

ATTY. MC DONALD B. MALICDEM
Attorney IV


MARIE DONNA O. ANTONA
OIC-Chief, Management Services Division

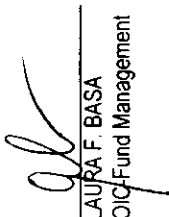

LEO DOUGLAS V. CARDONA, JR., M.D.
Regional Vice President


Witness TRI-M VAULT

4. **PHILHEALTH** hereby covenants to pay **TRI-M VAULT** in consideration of the provision of the goods and services and providing remedies for defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

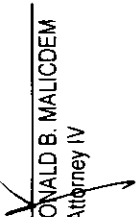

MICHAEL ANG SIA
General Manager

5. The contract price covers the costs of all deliverable Items and Services and includes all applicable taxes and duties in the Philippines, costs of importation, insurance, transportation and delivery at the time and to the locations specified but excludes any special handling or hosting charges which may be incurred at **PHILHEALTH's** site and which are for the account of **PHILHEALTH**;

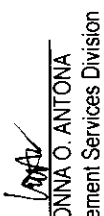

LAURA F. BASA
SIO III/OIC Fund Management

6. 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;

Within Forty Five (45) calendar days after complete delivery to and acceptance by **PHILHEATH, TRI-M VAULT** shall submit the Statement or Billing of Account and other documentary requirements as may be required by the former as conditions for payment;


ATTY. MC DONALD B. MALICDEM
Attorney IV

As an obligation for the warranty, **PHILHEALTH** shall withhold ten percent (10%) of the total contract price stated in the Whereas Clause hereof, amounting to **TWO HUNDRED FIFTY THOUSAND PESOS ONE HUNDRED SEVENTY SIX PESOS (P250,176.00)** as retention money. The said amount shall only be released after the lapse of the one (1) year warranty period. Otherwise, **TRI-M VAULT** may opt to post a special bank guarantee equivalent to the same amount covering the said warranty period;


MARIE DONNA O. ANTONA
OIC-Chief, Management Services Division

7. **PHILHEALTH** reserves its right to refuse acceptance of delivered items for failure to observe specifications agreed upon by the parties. Failure on the part of **TRI-M VAULT** to replace all the delivered items which were not accepted by **PHILHEALTH** within 10 days from notice thereof, shall be tantamount to breach of contract and will give rise to application of Section 68 (Liquidated Damages) of the Revised Implementing Rules and Regulations of R.A. 9184 or otherwise known as the Government Procurement Reform Act;



LEO DOUGLAS V. CAPADONA, JR., M.D.
Regional Vice President

8. 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. 9184, shall form an integral part of the contract between the **PARTIES** hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day _____ 2015 at Dagupan City, Pangasinan, Philippines.

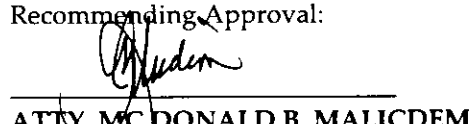
TRI-M VAULT SPECIALIST

By:


MICHAEL ANG SIA
General Manager

PHILIPPINE HEALTH INSURANCE CORPORATION

Recommending Approval:


ATTY. MC DONALD B. MALICDEM
Attorney IV

hwa
MARIE DONNA O. ANTONA
OIC-Chief, Management Services Division

Approved by:
[Signature]
LEO DOUGLAS V. CARDONA, JR., M.D.
Regional Vice President

[Signature]
Julia A. Jacmes
Name and Signature
Witness for TRI-M VAULT

Signed in the presence of:
[Signature]
LAURA F. BASA
SIO III/OIC-Fund Management Section

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Pangasinan)
City of Dagupan) S.S.

Jul 10 2015 BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of _____, 2015 personally appeared:

Name	ID No.	Competent Evidence of Identity
<u>[Signature]</u> MICHAEL ANG SIA	<u>125-96-012244</u>	<u>DRIVING LICENSE</u>
LEO DOUGLAS V. CARDONA, JR., M.D.	<u>10047999</u>	<u>PhilHealth Company ID</u>

Who are known to me and to me known to be the same parties who executed foregoing Contract for the Procurement of Furniture and Fixtures and acknowledged that the same is their free act and deed and that of the enterprise and corporation being represented. This instrument consisting of three (3) pages including this page on which this acknowledgement is written has been signed on the left margin of each and every page hereof by the parties and their instrumental witnesses and sealed with my notarial seal.

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

Doc. No. 43
Page No. 03
Book No. 10
Series of 2015

[Signature]
ROBERTO N. RAAGAS
NOTARY PUBLIC
UNTIL DECEMBER 31, 2015
ROLL NO. 35174-5/27/88
IBP LRN. 467322 72.2-15
ETR NO. 071665 1-9-15 700
DAGUPAN CITY
8110-2014-0870

 PHILHEALTH OFFICIAL RECEIPT Republic of the Philippines Philippine Health Insurance Corporation	
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DATE	2008
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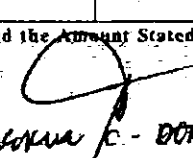
Received from: Tri-M Vault Specialist

Reference: _____

Zip Code: _____ Tel. No.: _____

NATURE OF COLLECTION	AMOUNT
Performance bond procurement of furniture & fixture	125,088 -
TOTAL ▶ P 125,088 -	

AMOUNT IN WORDS

<input checked="" type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Money Order	Drawee Bank Number Date
Premium Due for: Billing Statement No: Billing Date:	Received the Amount Stated Above.  MARIA C. DORAN COLLECTING OFFICER

Revised October 2009

PAYOR'S COPY

Annex "B"



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
 PHIC HEALTH REGIONAL OFFICE 1
 EMOC Building, Francisco Q. Duque Jr Road, Taguig District, Taguig City
 Metroline (075) 546-3332/015 1111



Notice of Award

June 16, 2015

MICHAEL ANG SIA

General Manager
 Tri-M Vault Specialist
 21073 V.G. Cruz corner P. Margal,
 Sampaloc, Manila

Dear Mr. Ang Sia:

We are glad to notify you that your Bid dated June 1, 2015 for the execution of the Procurement of Furniture and Fixtures under ITB No. 2015-003, for the Contract Price equivalent to Two Million Five Hundred One Thousand Seven Hundred Sixty Pesos (P2,501,760.00) is hereby accepted.

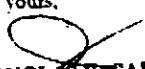
You are hereby required to provide within ten (10) days the performance security in the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank;	Five percent (5%)
2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;	
3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

Failure to provide the performance security shall constitute sufficient ground for cancellation of the award.

Moreover, please be informed that we shall now process the contract and we look forward for the signing and implementation, as the obligations under the contract should be executed at your end.

Very truly yours,


LEO DOUGLAS V. CARDONA, JR., M.D.
 Regional Vice President

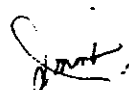
Conforme


Dilla Saguis

Name of Representative of Bidder

Tri-M Vault Specialist

Date: 6/25/15

 received from Supplier
 6/25/15 4:35 P.M.

Philippine Health Insurance Corporation
PhilHealth Regional Office 1
Furniture and Fixtures

BAC RESOLUTION NO. 25 s. 2015

Resolution Declaring the Lowest Calculated and Responsive Bid and Recommending the Award to HY Int'l Unlimited Trading Company and Tri-M Vault Specialist for the Procurement of Furniture and Fixtures of PhilHealth Regional Office 1 under ITB No. 2015-003

WHEREAS, PhilHealth Regional Office 1-Bids and Awards Committee posted the Invitation to Bid with an Approved Budget for the Contract in the amount of **Four Million One Hundred Sixty Seven Thousand Two Hundred Seventy Pesos (P4,167,270.00)** for the **Procurement of Furniture and Fixtures under ITB No. 2015-003** in the Philippine Government Electronic Procurement System (PhilGEPS), Corporate Website, National Newspaper, and conspicuous place of PRO 1 on May 4-10, 2015;

WHEREAS, the items for bidding were posted on a by line item basis as agreed by the Bids and Awards Committee during the Pre-procurement Conference on April 20, 2015;

WHEREAS, in response to the said posting, six (6) prospective bidders purchased the bidding documents. However, only five(5) bidders submitted bid proposals during the Bid Opening on January 7, 2015, namely: Design Excellence Home & Office System Co., HY Int'l Unlimited Trading Company, K Servico, Vedula Enterprises, Inc. and Tri-M Vault Specialist;

WHEREAS, during the bid opening, the technical component of bids of Design Excellence and K Servico were rated "Failed" due to non-compliance with all the bid requirements;

WHEREAS, the bid proposals of HY Int'l, Tri-M Vault, and Vedula Enterprises were found to be substantially complying and "Passed" the bid requirements;

WHEREAS, the evaluation of bids was by line item and the bids of the three bidders were declared the Lowest Calculated Bid which underwent post-qualification process on June 2-8, 2015;

WHEREAS, Vedula Enterprises, Inc. was disqualified in the conduct of post-qualification due to non-submission of post-qualification requirements and non-presentation of the required original bidding documents;

WHEREAS, after careful validation, verification and detailed evaluation of the bids of HY Int'l and Tri-M Vault by the Technical Working Group, the team found them to have passed the criteria for post-qualification and are responsive to all the requirements and conditions for eligibility and the bidding of the contract as specified in the bidding documents;

WHEREAS, the bid submitted by HY Int'l with an amount of **Nine Hundred Fourteen Thousand Four Hundred Thirty Pesos (P914,430.00)** and Tri-M Vault Specialist with an amount of **Two Million Five Hundred One Thousand Seven Hundred Sixty Pesos (P2,501,760.00)** were considered the Lowest Calculated and Responsive Bids;

WHEREAS, awarding the Contracts to HY Int'l Unlimited Trading Company and Tri-M Vault Specialist for the Procurement of Furniture and Fixture would be advantageous and favorable on the part of the Corporation;

NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED to declare the Lowest Calculated and Responsive Bids and recommend the award of contracts to HY Int'l Unlimited Trading Company and Tri-M Vault for the Procurement of Furniture and Fixtures for PRO 1 under ITB No. 2015-003 for approval by the Regional Vice President, Head of the Procuring Entity of the PhilHealth Regional Office I the foregoing findings.


RESOLVED, at the PhilHealth Regional Office 1- Dagupan City, this June 9, 2015;

PRO 1 Bids and Awards Committee:



ENGR. JOSELITO N. DELA CRUZ
Provisional Member

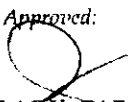
— absent —
DR. MARIA CONCEPCION V. ESTRADA
Member


MARIE DONNA O. ANTONA
Member


ATTY. MC DONALD B. MALICDEM
Member


ABRAHAM A. BALLARES
Vice-Chairperson


MARLENE D. SOLIBA, M.D.
BAC Chairperson

Approved:

LEO DOUGLAS V. CARDONA, JR., M.D.
Regional Vice President



TRI-M VAULT SPECIALIST

#1073 V.G. Cruz corner P. Margal, Sampaloc, Manila

T : 742-5535 • 743-5731 • 749-9298 • 732-7722 • 749-9297 F : 740-9153

e-mail: trimvault@yahoo.com

SALES • REPAIRS • SERVICES

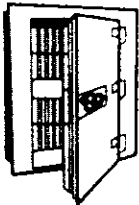
BID FORM

May 29, 2015

To : **PHILHEALTH REGIONAL OFFICE 1**

EMDC Building, Francisco Q. Duque Jr. Road,
Tapuac District, Dagupan City

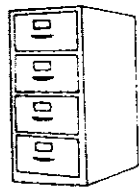
Gentlemen and Ladies :



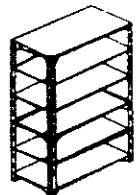
BANK VAULT DOOR



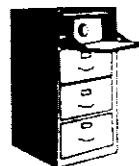
LOCKER CABINET



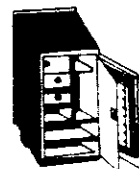
FILING CABINET



STEEL OPEN
SHELVES



FILING SAFE
CABINET



RECORD SAFE

Having examined the Bidding Documents including Bid Bulletin No1 & 2, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply and Deliver the **PROCUREMENT OF FURNITURE AND FIXTURES FOR PHILHEALTH REGIONAL OFFICE 1- ITB No.2015-003 (Item No. 14 & 15)** in conformity with the said Bidding Documents for the sum of **TWO MILLION FIVE HUNDRED NINETY FOUR THOUSAND TWO HUNDRED EIGHTY PESOS (PhP 2,594,280.00)** (VAT inclusive) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid:

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

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

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

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

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
NONE	NONE	NONE

Until a Formal contract is prepared is 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 that we comply with the eligibility requirement as per ITB Clause 5 of the Bidding Documents.

Dated this 29th day May 2015.

Jagmis

Jagmis
MS. DELLA A. JAGMIS

Duly authorized to sign Bid for and on behalf of **TRI-M VAULT SPECIALIST**

Me yaf



TRI-M VAULT SPECIALIST

#1073 V.G. Cruz corner P.Margal, Sampaloc, Manila

T : 742-5535 • 743-5731 • 749-9298 • 732-7722 • 749-9297 F : 740-9153

e-mail: trimvault@yahoo.com

PROCUREMENT OF FURNITURE AND FIXTURES FOR PHILHEALTH REGIONAL OFFICE I- ITB No.2015-003
(Item No. 14 & 15)

1	2	3	4	5	6	7	8	9	10
Item No.	Description	Country of Origin	Qty. (UNITS)	Unit Price EXW per item	Cost of local labor, raw material, and component	Total Price EXW Per item (cols. 4x5)	Unit Prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (cols. 8 + 9) x 4
14	STEEL RACK – six (6) adjustable shelves plus one (1) top shelf bolted to slotted 1 and a half inch x 1 and half inch x 3mm angular posts, all shelves shall be supported with corner plates for stability, shelves shall be gauge no. 20 with stiffeners (Section VI-for detailed Technical Specifications)	PHILS	320	6,770.95	5,416.76	2,166,702.86	6,980.36	837.64	<u>2,501,760.00</u>
15	STORAGE CABINET – storage cabinet with four (4) adjustable shelves with stiffeners, made of gauge No. 20 cold rolled steel sheets, powder-coated color light gray finish, swing-out doors controlled by handle connected (Section VI-for detailed Technical Specifications)	PHILS	9	8,903.21	7,122.57	80,128.93	9,178.57	1,101.43	<u>92,520.00</u>

TRI-M VAULT SPECIALIST

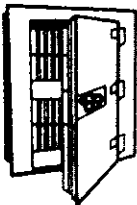
Name of Bidder

MS. DELLA A. JAGMIS

Signature over Printed Name of Authorized Representative

SALES DEPARTMENT

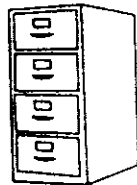
Position



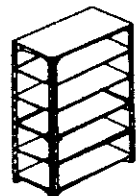
BANK VAULT DOOR



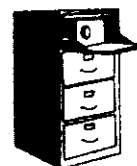
LOCKER CABINET



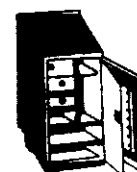
FILING CABINET



STEEL OPEN SHELVES



FILING SAFE CABINET



RECORD SAFE

me

Section VI. Schedule of Requirements

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

Item No.	Description	Qty	Total	Delivered, Weeks/Months
1	BOOKSHELF- High pressured laminates in light gray finish with edging in the same color as surface, in wenge color or equivalent, adjustable and removable shelves, swing wooden and/or glass door with steel handles.	1		Within forty five (45) calendar days upon receipt of Notice to Proceed
2	CABINET- Back Cabinet for SG 24 to 28, free standing cabinet using at least 30mm, thick HDP board light gray HPL finish, plastic edging, with adjustable glider footings, 20mm.thick HDF board with HPL finish lockable sliding doors with handles. Min.dimension: 1600mm.W x450mm.D x 750mm.H	1		Within forty five (45) calendar days upon receipt of Notice to Proceed
3	CHAIR- chair for Training without armrest, 4-legged stackable, color green	36		Within forty five (45) calendar days upon receipt of Notice to Proceed
4	CHAIR-Clerical Chair for SG 17 and below, ergonomic designed mid back office chairs with armrest, adjustable seat height using gas-lift mechanism, with at least 50mm.thicks seat and back cushion made up of.. (Section VII. for detailed Technical Specifications)	36		Within forty five (45) calendar days upon receipt of Notice to Proceed
5	CHAIR-Clerical for SG 17 and below, ergonomic designed mid back office chairs without armrest, adjustable seat height using gas-lift mechanism, with at least 50mm.thicks seat and back cushion made up of.. (Section VII. for detailed Technical Specifications)	17		Within forty five (45) calendar days upon receipt of Notice to Proceed
6	CHAIR Conference Chairs, Ergonomic designed midback with armrest, lockable rocking/tilting and adjustable gas lift mechanism, with at least 50mm.thick seat cushion made up of high density foam, fully upholstered (Section VII. for detailed Technical Specifications)	18		Within forty five (45) calendar days upon receipt of Notice to Proceed
7	CHAIR Junior Executive Chair for SG 18-25 and LHIO Heads, Ergonomic designed high-back office chairs with integrated armrest, lockable rocking/tilting and adjustable gas-lift mechanism, with at least 50mm. thick seat (Section VII. for detailed Technical Specifications)	10		Within forty five (45) calendar days upon receipt of Notice to Proceed
8	CHAIR Visitor's chairs for SG 18-25 and LHIO Heads, preferably with the same design and material specification of the same SGs except its base which is cantilever/sled made of powder coated black tubular steel,.. (Section VII. for	21		Within forty five (45) calendar days upon receipt of Notice to Proceed

	detailed Technical Specifications)			
9	FILING CABINET 4-drawer filing cabinet, made of gauge No. 20 cold rolled steel sheets, powdercoated color light gray finish, heavy duty bearings and rollers for smooth drawer operation, single lock system secures a (Section VII. for detailed Technical Specifications)	1		Within forty five (45) calendar days upon receipt of Notice to Proceed
10	FILING CABINET- Mobile Pedestal , for SG11 and above, 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 (Section VII. for detailed Technical Specifications)	1		Within forty five (45) calendar days upon receipt of Notice to Proceed
11	FLAG STAND -8 feet tall, wooden pole with arrowhead and box stand.	1		Within forty five (45) calendar days upon receipt of Notice to Proceed
12	SAFETY VAULT -All steel, insulated for fire resistance, electronic and/or condination and key lock, with multiposition shelves, with live locking bolts (Section VII. for detailed Technical Specifications)	1		Within forty five (45) calendar days upon receipt of Notice to Proceed
13	SOFA SET For SG 26 - 27, Seat and back cushion made up of high density foam in fully upholstered seat in flame retardant black fabric, Minimum Size: 1unit of 2-seater: 1200mm.L x 800mm.D x 800mm.H., 2unit of 1 (Section VII. for detailed Technical Specifications)	1		Within forty five (45) calendar days upon receipt of Notice to Proceed
14	STEEL RACK -Six (6) adjustable shelves plus one (1) top shelf bolted to slotted 1 and 1/2"x1 and 1/2"x 3mm. angular posts, all shelves shall be supported with corner plates for stability, shelves shall be gauge #20 with stiffener (Section VII. for detailed Technical Specifications)	320		Within forty five (45) calendar days upon receipt of Notice to Proceed
15	STORAGE CABINET Storage cabinet with four (4) adjustable shelves with stiffeners, made of gauge No. 20 cold rolled steel sheets, powder-coated color light gray finish, swing-out doors controlled by handle connected (Section VII. for detailed Technical Specifications)	9		Within forty five (45) calendar days upon receipt of Notice to Proceed
16	TABLE 12-seater U shaped conference table using 36mm. thick HDF board with light gray HPL finish, with middle support panel, plastic edgings and adjustable glider footings, (Section VII. for detailed Technical Specifications)	1		Within forty five (45) calendar days upon receipt of Notice to Proceed
17	TABLE 8 to 12-seaters U shaped conference table using 36mm. thick HDF board with light gray HPL finish, with middle support panel, plastic edgings and adjustable glider footings. (Section VII. for detailed Technical Specifications)	2		Within forty five (45) calendar days upon receipt of Notice to Proceed
18	TABLE Foldable Table, steel folding table, with roller	16		Within forty five (45) calendar days upon receipt of Notice to Proceed
19	TABLE For SG 17 and below, Main desk: L Design"at least 25mm. thick HDF board with light gray HPL finish, post formed front with	12		Within forty five (45) calendar days upon receipt of Notice to Proceed

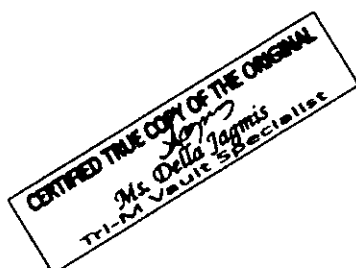
	dark gray PVC/rubber edge sidings and grommet, panel legs with adjustable glider Section VII. for detailed Technical Specifications)			
20	TABLE For SG 18 to 23, Main desk: "L-Design" using at least 30mm. Thick HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, panel legs with adjustable glider (Section VII. for detailed Technical Specifications)	4		Within forty five (45) calendar days upon receipt of Notice to Proceed
21	TABLE For SG 24 to 25 & LHIO Head, Main desk: "L Design" using at least 30mm. thick HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, panel legs with (Section VII. for detailed Technical Specifications)	1		Within forty five (45) calendar days upon receipt of Notice to Proceed
22	TABLE Table Tennis with metal legs and wheel casters.	1		Within forty five (45) calendar days upon receipt of Notice to Proceed

I hereby commit to comply with all the above schedule of requirements.

TRI-M VAULT SPECIALIST
Name of Company / Bidder

MS. DELLA A. JAGMIS
MS. DELLA A. JAGMIS
Signature Over Printed Name of
Bidder/Authorized Representative

May 29, 2015
Date



Section VII. Technical Specifications

Item		Specification	Statement of Compliance
1	1	BOOKSHELF- High pressured laminates in light gray finish with edging in the same color as surface, orange color or equivalent, adjustable and removable shelves, swing wooden and/or stainless steel handles.	NOT COMPLY
2	1	CABINET- Back Cabinet for SG 24 to 28, free standing cabinet using at least 30mm, thick HD board light gray HPL finish, plastic edging, with adjustable glider footings, 20mm.thick HDF board with HPL finish lockable sliding doors with handles. Min.dimension: 1600mm.W x 450mm.D x 750mm.H (See Annex A for detailed Specifications)	NOT COMPLY
3	36	CHAIR- chair for Training without armrest, 4-legged stackable, color green	NOT COMPLY
4	36	CHAIR- Clerical Chair for SG 17 and below, ergonomic designed mid back office chairs with armrest, adjustable seat height using gas-lift	NOT COMPLY

		mechanism, with at least 50mm.thicks seat and back cushion made up of.. (See Annex A for detailed Specifications)	NOT COMPLY
5	17	CHAIR-Clerical for SG 17 and below, ergonomic designed mid back office chairs without armrest, adjustable seat height using gas-lift mechanism, with at least 50mm.thicks seat and back cushion made up of.. (See Annex A for detailed Specifications)	NOT COMPLY
6	18	CHAIR Conference Chairs, Ergonomic designed mid-back with armrest, lockable rocking/tilting and adjustable gas-lift mechanism, with at least 50mm. thick seat cushion made up of high density foam in fully upholstered (See Annex A for detailed Specifications)	NOT COMPLY
7	10	CHAIR Junior Executive Chair for SG 18-25 and LHIO Heads, Ergonomic designed high-back office chairs with integrated armrest, lockable rocking/tilting and adjustable gas-lift mechanism, with at least 50mm. thick seat (See Annex A for detailed Specifications)	NOT COMPLY
8	21	CHAIR Visitor's chairs for SG 18-25 and LHIO Heads, preferably with the same design and material specification of the same SGs except its base which is cantilever/sled made of powder coated black tubular steel,.. (See Annex A for detailed Specifications)	NOT COMPLY
9	1	FILING CABINET 4-drawer filing cabinet, made of gauge No. 20 cold rolled steel sheets, powder coated color light gray finish, heavy duty bearings and rollers for smooth drawer operation, single lock system secures a (See Annex A for detailed Specifications)	NOT COMPLY
10	1	FILING CABINET Mobile Pedestal, for SG11 and above, 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. Size W400mm x D560mm x H650mm	NOT COMPLY
11	1	Flag Pole 8 feet tall, wooden pole with aluminum box stand.	NOT COMPLY
12	1	SAFETY VAULT All steel, insulated for fire resistance, electronic and/or combination and key lock, with multi-position shelves, with live locking bolts.	NOT COMPLY
13	1	SOFA SET For SG 26 - 27, Seat and back cushion made up of high density foam in fully upholstered seat in flame retardant black fabric, Minimum Size: 1unit of 2-seater : 1200mm.L x 800mm.D x 800mm.H., 2unit of 1 (See Annex A for detailed Specifications)	NOT COMPLY
14	320	STEEL RACK-Six (6) adjustable shelves plus one (1) top shelf bolted to slotted 1and 1/2"x1 and 1/2"x3mm. angular posts, all shelves shall be supported with corner plates for stability,	COMPLY

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		shelves shall be gauge #20 with stiffener (<i>See Annex A for detailed Specifications</i>)	COMPLY
15	9	STORAGE CABINET Storage cabinet with four (4) adjustable shelves with stiffeners, made of gauge No. 20 cold rolled steel sheets, powder-coated color light gray finish, swing-out doors controlled by handle connected (<i>See Annex A for detailed Specifications</i>)	COMPLY
16	1	TABLE 12-seater oval shaped conference table using 36mm. thick HDF board with light gray HPL finish, with middle support panel, plastic edgings and adjustable glider footings. (<i>See Annex A for detailed Specifications</i>)	NOT COMPLY
17	2	TABLE 8 to 12-seaters U shaped conference table using 36mm. thick HDF board with light gray HPL finish, with middle support panel, plastic edgings and adjustable glider footings. (<i>See Annex A for detailed Specifications</i>)	NOT COMPLY
18	16	TABLE Foldable Table, steel folding table, with roller	NOT COMPLY
19	12	TABLE For SG 17 and below, Main desk: "L Design" at least 25mm. thick HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, panel legs with adjustable glider (<i>See Annex A for detailed Specifications</i>)	NOT COMPLY
20	4	TABLE For SG 18 to 23, Main desk: "L-Design" using at least 30mm. Thick HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, panel legs with adjustable glider (<i>See Annex A for detailed Specifications</i>)	NOT COMPLY
21	1	TABLE For SG 24 to 25 & LHIO Head, Main desk: "L Design" using at least 30mm. thick HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, panel legs with a (<i>See Annex A for detailed Specifications</i>)	NOT COMPLY
22	1	TABLE-Table Tennis with metal legs and wheel casters.	NOT COMPLY

TRI-M VAULT SPECIALIST

Name of Company / Bidder

MS. DELLA A. JAGMIS

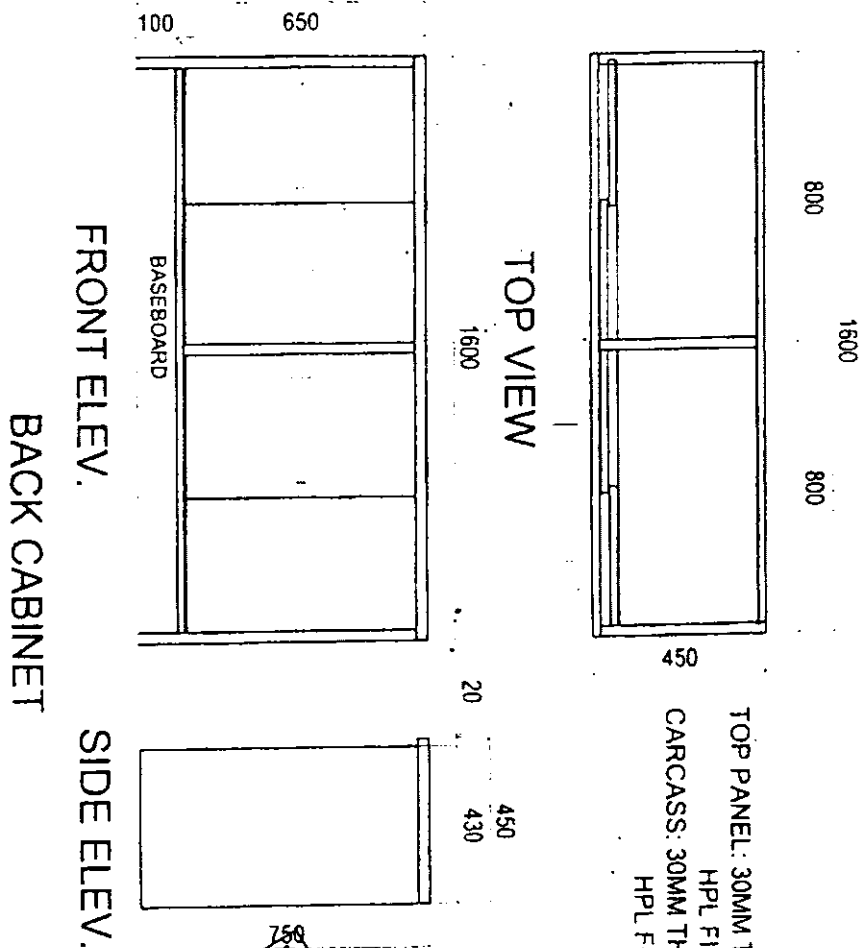
Signature Over Printed Name of Bidder/Authorized Representative

May 29, 2015

Date

NOT COMPLY

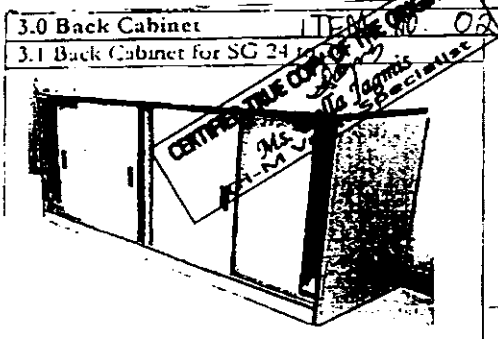
Statement of Compliance:-----



TOP PANEL: 30MM THK. HDF IN LIGHT GRAY
HPL FINISH W/ PVC EDGING.
CARCASS: 30MM THK. HDF IN LT. GRAY
HPL FINISH W/ PUSH LOCK.

Free standing cabinet using at least 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.

Min. Dimension: 1600mm.W x 450mm.D x 750mm.H.



Submittal

for me

1.2 Clerical Chair for SG 10 to 17



ITEM No. 04

Ergonomic designed office chairs with removable armrest, adjustable seat height using gas-lift mechanism, with at least 50mm. thick seat and back cushion made up of high density foam in fully upholstered black/gray 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, flammability test meets the CA117/ASTM E84 (or its equivalent) and performance test meets the ANSI/BIFMA X5.1 (American National Standard For Office Furnishing - General Purpose Office Chair) standards.

Minimum Dimensions:

Overall height, 35", seat size, 19"w x 17"d; back size, 19"w x 20"h; seat height, 15".

Statement of Compliance: NOT COMPLY

ILLUSTRATION

Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Suppliers' design.

1.4 For Conference Chair

SPECIFICATIONS



ITEM No. 6

Ergonomic designed mid-back chairs with armrest, lockable rocking/tilting and adjustable seat height using gas-lift mechanism, with at least 50mm. thick seat cushion made up of high density foam in fully upholstered black/gray 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, flammability test meets the CA117/ASTM E84 (or its equivalent) and performance test meets the ANSI/BIFMA X5.1 (American National Standard For Office Furnishing - General Purpose Office Chair) standards.

Minimum Dimensions:

Overall height, 35", seat size, 19"w x 16"d; back size, 19"w x 20"h; seat height, 15".

Statement of Compliance: NOT COMPLY

Signatures

For
me

1.5 Junior Executive Chair for SC 18-25

ITEM NO. 8



ITEM NO. 7

Junior Executive Chair

Ergonomic designed high-back office chairs with integrated armrest, lockable rocking/tilting and adjustable seat height using gas-lift mechanism, with at least 50mm. thick seat and back cushion made up of high density foam in fully upholstered black/gray fabric. 5-pronged heavy duty nylon base with nylon casters, backrest shall be bolted with the sit and not welded, 350lbs minimum weight capacity, can swivel 360 degrees. flammability test meets the CA117/ASTM E84 (or its equivalent) and performance test meets the ANSI/BIFMA X5.1 (American National Standard For Office Furnishing - General Purpose Office Chair) standards.

Minimum Dimensions: Overall height, 39"; seat size, 19"w x 17"d; back size, 19"w x 22"h; seat height, 17"

Visitor's Chair

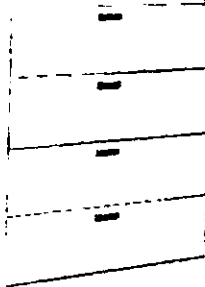
Visitor's chairs with the same design and material specification of Junior Executive Chair except its using a cantilever/sled base made of powder coated black tubular steel.

Minimum Dimensions: Overall height, 35"; seat size, 19"w x 17"d; back size, 19"w x 18"h; seat height, 17"

Statement of Compliance: NOT COMPLY

6.2 Lateral Steel Cabinet:

ITEM NO. 9



2, 3 or 4-drawer filing cabinet, made of gauge No. 20 cold rolled steel sheets, powder-coated color light gray finish, heavy duty bearings and rollers for smooth drawer operation, single lock system secures all drawers with one key, built-in drawer interlock system prevents more than one drawer from opening at a time, with handle.

Minimum dimension:

2 drawers: 30"H x 36"W x 18"D

3 drawers: 40"H x 36"W x 18"D

4 drawers: 52"H x 36"W x 18"D

Statement of Compliance: NOT COMPLY

11.0 Sofa Set

11.1 Sofa Set



ITEM NO. 13

Seat and back cushion made up of high density foam in fully upholstered seat in flame retardant black fabric.

Minimum Size

Unit of 2-seater: 1200mm.L x 800mm.D x 800mm.H.

Unit of 1-seater: 850mm.L x 800mm.D x 800mm.H.

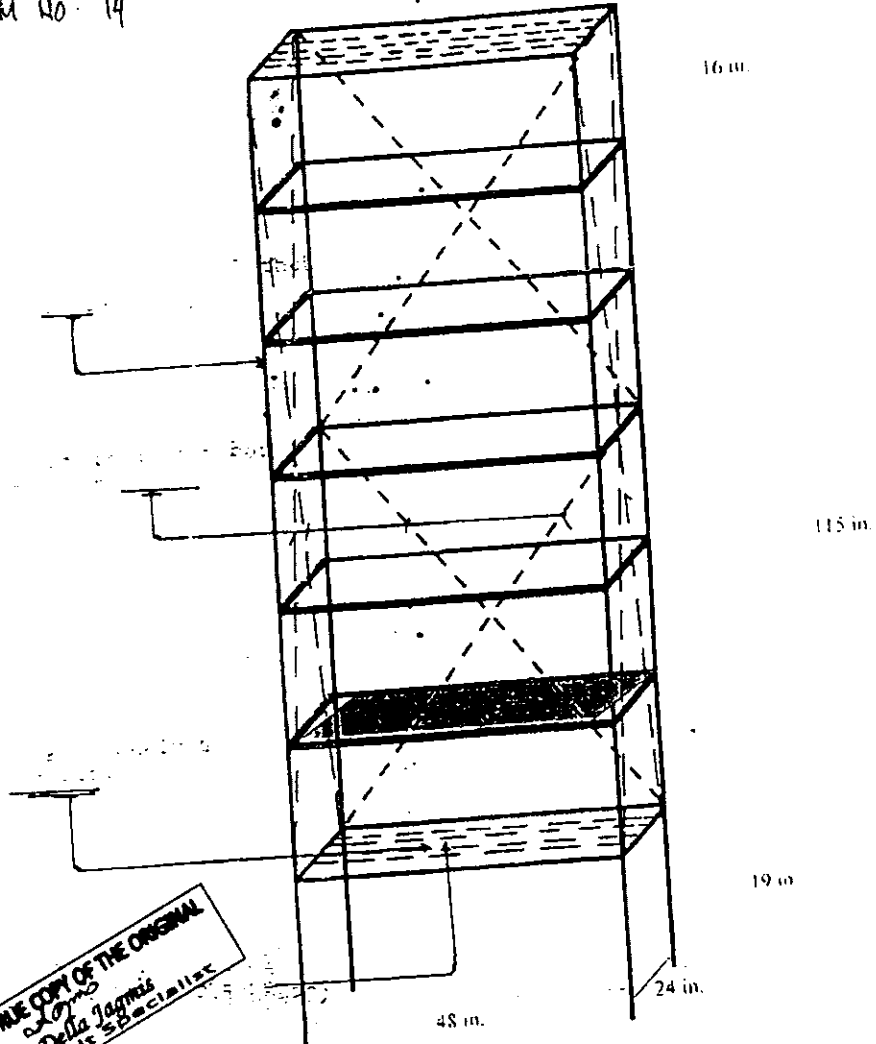
Unit center table using 1/2" thick glass topped rectangular center table with minimum dimension of 600mmx1000mm with heavy duty stainless steel frame/stand.

Statement of Compliance: NOT COMPLY

Yes me



ITEM NO. 14



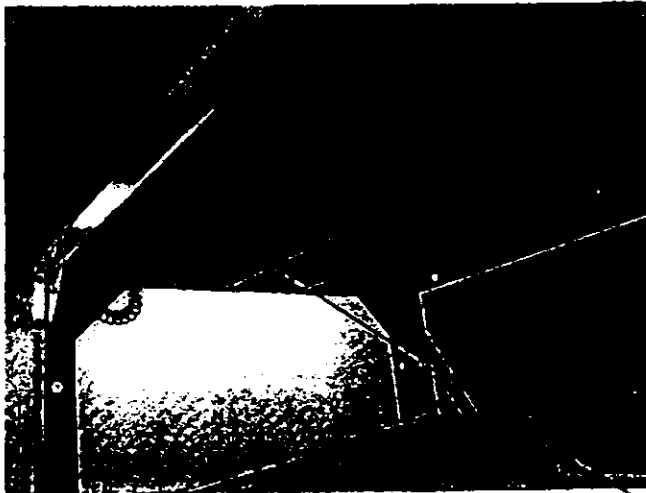
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Ms Della Jagers
TRI-M VALVE SPECIALIST

STEEL RACK LAYOUT

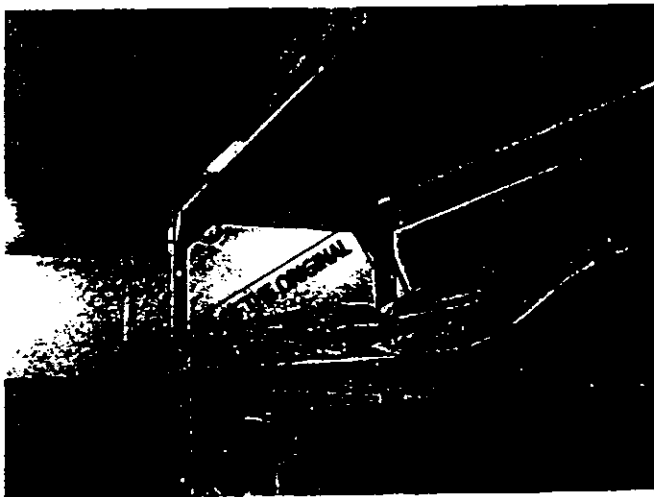
statement of Compliance: comply

for
me

signs



Two (2) Stiffeners at
the bottom of every
steel rack shelves



Statement of Compliance: comply

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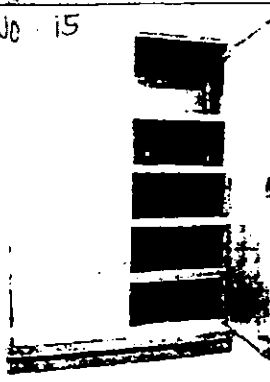
ILLUSTRATION	SPECIFICATIONS
<p><i>Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Suppliers' designs.</i></p>	
<p>6.3 Storage Cabinet</p> <p>ITEM NO 15</p> 	<p>Storage cabinet with four (4) adjustable shelves with stiffeners, made of gauge No. 20 cold rolled steel sheets, powder-coated color light gray finish, swing-out doors controlled by handle connected to a bar locking mechanism.</p> <p>Minimum dimension: 72"Hx36"Wx18"D</p> <p>statement of Compliance: <u>COMPLY</u></p>


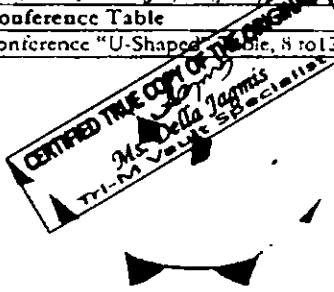
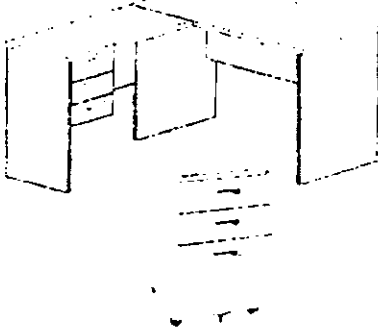
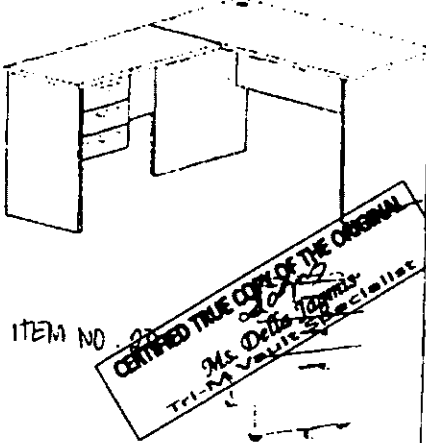
ILLUSTRATION	SPECIFICATIONS
<p><i>Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Suppliers' designs.</i></p>	
<p>4.2 Conference "Oval-Shaped" Table, 8 to 12 Seaters</p> <p>ITEM NO. 16</p> 	<p>8 to 12-seaters oval shaped conference table using 36mm. thick HDF board with light gray HPL finish, with middle support panel, plastic edgings and adjustable glider footings.</p> <p>Size: 1200mm.W x 2400mm.D x 750mm.H.</p> <p>statement of Compliance: <u>NOT COMPLY</u></p>

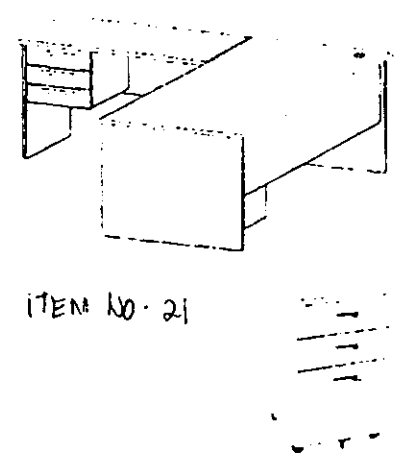
ILLUSTRATION	SPECIFICATIONS
<p><i>Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Suppliers' designs.</i></p>	
<p>4.0 Conference Table</p> <p>4.1 Conference "U-Shaped" Table, 8 to 12 Seaters</p> <p>ITEM NO 17</p> 	<p>8 to 12-seaters U-shaped 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 Dimension:</p> <p>5 pcs. of 600mm.W x 1200mm.D x 750mm.H.</p> <p>2 pcs. of 600mm.W x 600mm.D x 750mm.H. for Corner</p> <p>statement of Compliance: <u>NOT COMPLY</u></p>

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ILLUSTRATION	SPECIFICATIONS
<p><i>Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Suppliers' designs.</i></p> <p>2.2 Clerical Table for SG 10 to 17</p>  <p>ITEM NO - 19</p>	<p>Main desk: "L-Design" at least 25mm. thick HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, panel legs with adjustable glider footings and 20mm. thick modesty panel. Size: 1200mm.W x 600mm.D x 750mm.H.</p> <p>Side table: Attached to main table using 25mm. thick HDF board with HPL finish in light gray finish, with three (3) side drawers with overall dimension of 400mm.Hx300mm.W, post formed front and back with dark gray PVC/rubber edge sidings, panel leg with adjustable glider footings and 20mm. thick modesty panel. Size: 900mm.W x 450mm.D x 750mm.H.</p> <p>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. Size: W400mm X D560mm x H650mm.</p> <p>Statement of Compliance: <u>NOT COMPLY</u></p>
<p>2.3 Junior Executive Table for SG 18 to 23</p>  <p>ITEM NO. 23</p> <p>CERTIFIED TRUE COPY OF THE ORIGINAL <i>Ms. Delta Formis</i> <i>TRI-RA Value Specialist</i></p>	<p>Main desk: "L-Design" using at least 30mm. thick HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, panel legs with adjustable glider footings and 20mm. thick modesty panel. Size: 1400mm.W x 700mm.D x 750mm.H.</p> <p>Side table: Attached to main table using at least 30mm. thick HDF board with HPL finish in light gray finish, with three (3) side drawers with overall dimension of 400mm.Hx400mm.W, post formed front and back with dark gray PVC/rubber edge sidings, panel leg with adjustable glider footings and 20mm. thick modesty panel. Size: 900mm.W x 450mm.D x 750mm.H.</p> <p>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. Size: W400mm X D560mm x H650mm.</p> <p>Statement of Compliance: <u>NOT COMPLY</u></p>

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ILLUSTRATION	SPECIFICATIONS
<p><i>Illustration Disclaimer: The images shown are for illustrative purposes only and subject to change depending on Suppliers' designs.</i></p>	
<p>2.4 Junior Executive Table for SG 24 to 25 & LHIO Head</p>  <p>ITEM NO. 21</p>	<p>Main desk: "L-Design" using at least 30mm. thick HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and grommet, panel legs with adjustable glider footings and 20mm. thick modesty panel. Size: 1500mm.W x 700mm.D x 750mm.H.</p> <p>Side table: Attached to main table using at least 30mm. thick HDF board with HPL finish in light gray finish, with three (3) side drawers with overall dimension of 400mm.Hx400mm.W, post formed front and back with dark gray PVC/rubber edge sidings, panel leg with adjustable glider footings and 20mm. thick modesty panel. Size: 900mm.W x 450mm.D x 750mm.H.</p> <p>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. Size: W400mm X D560mm x H650mm.</p> <p>Statement of Compliance: <u>NOT COMPLY</u></p>

CERTIFIED TRUE COPY OF THE ORIGINAL
Ms. Della Jarmis
 TRI-M Vault Specialist

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TRI-M VAULT SPECIALIST

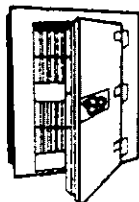
#1073 V.G. Cruz corner P.Margal, Sampaloc, Manila

T : 742-5535 • 743-5731 • 749-9298 • 732-7722 • 749-9297 F : 740-9153

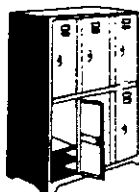
e-mail: trimvault@yahoo.com

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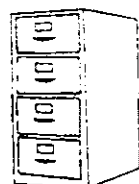
OMNIBUS CERTIFICATE



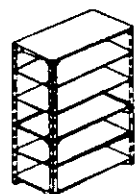
BANK VAULT DOOR



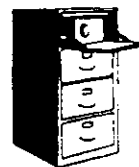
LOCKER CABINET



FILE CABINET



STEEL OPEN
SHELVES



FILE SAFE
CABINET



RECORD SAFE

Republic of the Philippines)
City of Quezon) S.S.

AFFIDAVIT

I, **MR. MICHAEL A. SIA**, of legal age, married, Filipino and residing at **B-4, L-40, Perracrest Townhomes, Doña Sotera St., Tandang Sora, Quezon City** after having been duly sworn in accordance with law, do hereby depose and state :

1. I am the sole proprietor of **TRI-M VAULT SPECIALIST** with office address at **1073 V.G. Cruz, Sampaloc, Manila;**
2. As the owner and sole proprietor of **TRI-M VAULT SPECIALIST**, I have full power and authority to do, execute, and perform any and all acts necessary to represent it in the bidding for the **PROCUREMENT OF FURNITURES AND FIXTURES FOR PHILHEALTH REGIONAL OFFICE 1 – ITB No.2015-003** of the **PHILHEALTH REGIONAL OFFICE 1;**
3. **TRI-M VAULT SPECIALIST** is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original complete and all statements and information provided therein are true and correct;
5. **TRI-M VAULT SPECIALIST** is authorizing the Head of the Procuring Entity or its duly authorized representative (s) to verify all the documents submitted;
6. I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group (TWG), and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree.
7. **TRI-M VAULT SPECIALIST** complies with existing labor laws and standards; and
8. **TRI-M VAULT SPECIALIST** did not pay directly or indirectly, any commission, amount, fee or any form of consideration, pecuniary or otherwise, to any person or

Handwritten signature and initials.



TRI-M VAULT SPECIALIST

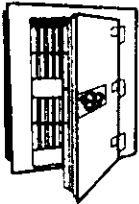
#1073 V.G. Cruz corner P. Margal, Sampaloc, Manila

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e-mail: trimvault@yahoo.com

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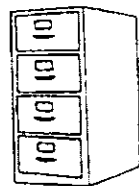
official, personnel or representative of the government in relation to any procurement project or activity.



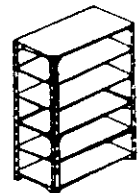
BANK VAULT DOOR



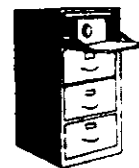
LOCKER CABINET



FILING CABINET



STEEL OPEN SHELVES



FILING SAFE CABINET



RECORD SAFE

9. TRI-M VAULT SPECIALIST is aware of and has undertaken the following responsibilities as a Bidder.

- Carefully examine all of the Bidding Documents;
- Acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- Inquire or secure Supplemental/Bid Bulletin (s) issued for the
**PROCUREMENT OF FURNITURES AND FIXTURES FOR
PHILHEALTH REGIONAL OFFICE 1 – ITB No.2015-003 of the
PHILHEALTH REGIONAL OFFICE 1;**

9. TRI-M VAULT SPECIALIST did not pay directly or indirectly, any commission, amount, fee or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of MAY 2015 at Quezon City, Philippines.

MS. DELLA A. JAGMIS
MS. DELLA A. JAGMIS

Bidder's Representative / Authorized Signatory

MICHAEL A. SIA
MICHAEL A. SIA

Affiant

SUBSCRIBED AND SWORN to before me in the City of Quezon this 29th day of MAY 2015 in Quezon City, with competent ID's represented.

ATTY. MALEBETH A. CALABRIA
ATTY. MALEBETH A. CALABRIA

Notary Public

Unit: 1000, 1000, 1000, 1000

Adm. No. 1000 (2014-2015)

Date: 1000 - Jan. 05, 2015

Place: 1000 - Jan. 6, 2015

MCE: 1000 - July 9, 2013

IBP: ROLL NO. 44573

MCLE: MESA HEIGHTS, QUEZON CITY

Doc. No. 6929
Page No. 32
Book No. 111
Series of 111



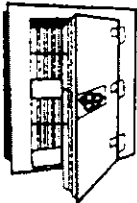
TRI-M VAULT SPECIALIST

#1073 V.G. Cruz corner P. Margal, Sampaloc, Manila

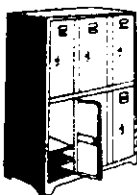
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e-mail: trimvault@yahoo.com

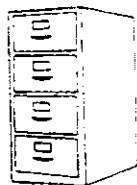
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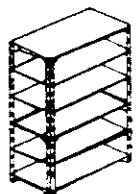
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LOCKER CABINET



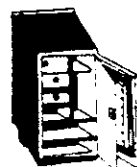
FILING CABINET



STEEL OPEN
SHELVES



FILING SAFE
CABINET



RECORD SAFE

AUTHORIZATION AFFIDAVIT

I, **MICHAEL A. SIA**, of legal age, Filipino citizen, sole proprietor of **TRI-M VAULT SPECIALIST** with business address at **1073 V.G. CRUZ, SAMPALOC, MANILA**, after having been duly sworn to in accordance with law depose and say ;

That I hereby authorize **MS. DELLA A. JAGMIS** to represent, sign, submit, and/or receive documents on my behalf with full concern to **PROCUREMENT OF FURNITURES AND FIXTURES FOR PHILHEALTH REGIONAL OFFICE 1 – ITB No.2015-003** of the **PHILHEALTH REGIONAL OFFICE 1**.

That this authorization is valid until **DECEMBER 31, 2015**.

In witness whereof, I have hereto affixed my signature this 29th day of **MAY** 2015 at City of **Quezon**.

By :

DELLA A JAGMIS

Name - Authorized Representative

Della Jagmis
Signature-Authorized Representative

MICHAEL A. SIA
AFFIANT

Republic of the Philippines) S.S.
City of Quezon) S.S.

SUBSCRIBED AND SWORN to before me in the City of Quezon this 29th day of **MAY** 2015 by **MR. MICHAEL A. SIA**, who has satisfactorily proven to me his identity through his **DRIVER'S LICENSE NO. N25-96-012244** valid until **DECEMBER 2016**, that he is the same person who personally signed before me the foregoing Affiant and acknowledged that he executed the same.

ATTY. MA. BERLITA D. CANTERA
Notary Public

Until **DEC 31, 2014 to 2015**

Adm. Matter No. **NP-084 (2014-2015)**

PTR NO. 0558870 - Jan. 05, 2015

IBP NO. 067592 - Jan. 6, 2015

MCLE NOV-0021189 - July 9, 2013

IBROLI NO. 41573

2nd BRGA ST. MOLESBA HEIGHTS, QUEZON CITY

Doc. No. 6927
Page No. 22
Book No. XIV
Series of 1005

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Yes

Section IV. General Conditions of the Contract

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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 travelling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or

make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

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

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

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

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

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

- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

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

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

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

24. Termination for Insolvency

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

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

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

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

27. Procedures for Termination of Contracts

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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

Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is PhilHealth Regional Office 1.
1.1(i)	The Supplier is _____
1.1(j)	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through 2014 Corporate Operating Budget in the amount of Four Million One Hundred Sixty Seven Thousand Two Hundred Seventy Pesos (P4,167,270.00).</p>
1.1(k)	<p>The Project Site is PhilHealth Regional Office 1, EMDC Building, Francisco Q. Duque Jr. Road, Tapuac District, Dagupan City.</p>
5.1	<p>The Procuring Entity's address for Notices is: PhilHealth Regional Office 1, EMDC Building, Francisco Q. Duque Jr. Road, Tapuac District, Dagupan City.</p> <p>The Supplier's address for Notices is: _____</p>
6.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad, state "The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS."</i></p> <p><i>For Goods Supplied from Within the Philippines, state "The delivery terms applicable to this Contract are delivered [insert place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall</p>

	<p>notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ; (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 Procuring Entity's representative at the Project Site; (vii) Certificate of Acceptance/Inspection Report signed by the
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	<p>Procuring Entity's representative at the Project Site; and</p> <p>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is</p> <p>MARIE DONNA A. ANTONA</p> <p>Administrative Office IV</p> <p>PhilHealth Regional Office 1</p> <p>Dagupan City</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the Procuring Entity may elect to purchase
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	<p>from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of <i>[insert here the time period specified. If not used insert time period of three times the warranty period]</i>.</p> <p>Other spare parts and components shall be supplied as promptly as possible, but in any case within <i>[insert appropriate time period]</i> months of placing the order.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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 Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p>
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	<p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods</p>
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	<p>during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	"Not applicable "
13.4(c)	"No further instructions".
16.1	Inspections and tests of items may be required during post-qualification to ensure that the quality of the items will be in accordance with the Procuring Entity's requirements.
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is within seventy two (72) hours from the time the defect/problem was duly reported.
21.1	"No additional provision. "



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
 PHILHEALTH REGIONAL OFFICE 1-BIDS AND AWARDS COMMITTEE
 EMDC Building, Francisco Q. Duque Jr. Rd., Tapuac District, Dagupan City
 Trunkline Nos. (075) 515-3333 & (075) 515-1111



SUPPLEMENTAL/BID BULLETIN

ADDENDUM NO. 04, s. 2015

This Addendum No. 04, s. 2015 is issued to modify or amend items in the Philippine Bidding Documents for the **Procurement of Furniture and Fixtures** for PhilHealth Regional Office 1 under ITB No. 2015-003, to wit;

Section VII. Technical Specifications

Item No.	Quantity	Item Description	Statement of Compliance
1	1	BOOKSHELF- High pressured laminates in light gray finish with edging in the same color as surface, in wenge color or equivalent, adjustable and removable shelves, swing wooden and/or glass door with steel handles.	
3	36	CHAIR- chair for Training without armrest, 4-legged stackable, color green	
12	1	SAFETY VAULT All steel, insulated for fire resistance, electronic and/or combination and key lock, with multi-position shelves, with live locking bolts.	
18	16	TABLE Foldable Table, steel folding table, with roller	
22	1	TABLE-Table Tennis with metal legs and wheel casters.	

Amendment:

Item No.	Quantity	Item Description	Statement of Compliance
1	1	BOOKSHELF- High pressured laminates in light gray finish with edging in the same color as surface, in wenge color or equivalent, adjustable and removable shelves, swing wooden and/or glass door with steel handles. (See Annex "B")	
3	36	CHAIR- chair for Training without armrest, 4-legged stackable, color green (See Annex "B")	
12	1	SAFETY VAULT All steel, insulated for fire resistance, electronic and/or combination and key lock, with multi-position shelves, with live locking bolts. (See Annex "B")	
18	16	TABLE Foldable Table, steel folding table, with roller (See Annex "B")	
22	1	TABLE-Table Tennis with metal legs and wheel casters, (See Annex "B")	

Additional Requirement:

Provide picture/illustration/product design of items to be offered which will be evaluated as part of the Technical Specifications.

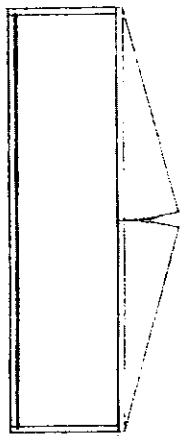
This shall form an integral part of the Bid Documents.

For guidance and information of all concerned.

Issued this 21st day of May 2015


MARLENE D. SOLIBA, M.D.
BAC Chairperson

1170



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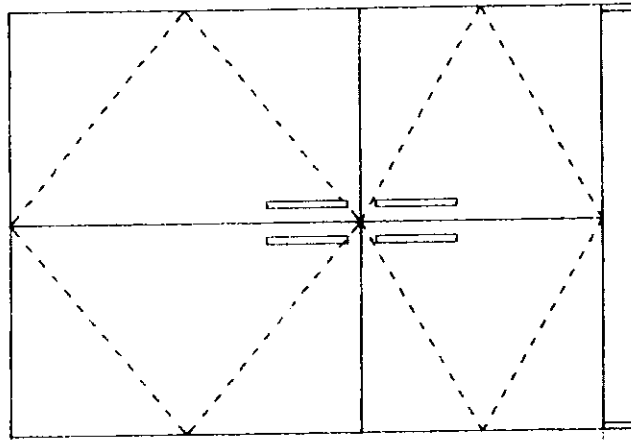
TOP VIEW

SPECIFICATIONS:

CARCASS: 18MM THK. PB IN HPL (WENGE) FINISH W/ MATCHING PVC EDGING.
SWING DOORS: 18MM THK. PB IN HPL (WENGE) FINISH
W/ STAINLESS STEEL HANDLES.

BOOKSHELF

585 1170 585



975

1750

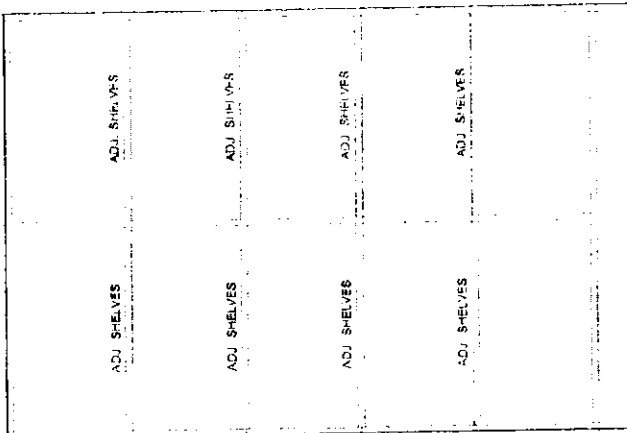
675

100

EXTERIOR

FRONT VIEW

585 1170 585



341

323

323

323

341

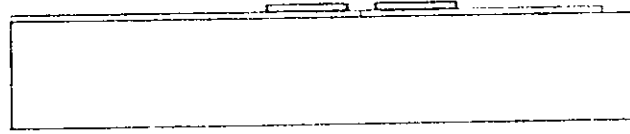
100

1750

INTERIOR

FRONT VIEW

300



1750

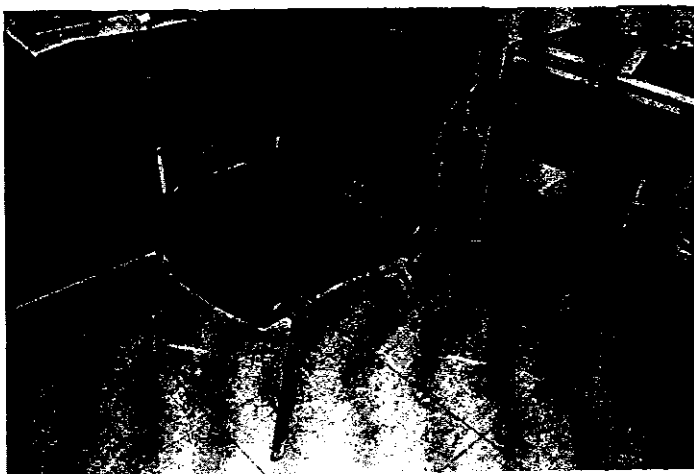
SIDE VIEW

ANNEX "B"

1/12/19
1/12/19
1/12/19

ANNEX "B"

Chair for Training, Stackable



Prepared by:

Engr. Joselito N. Dela Cruz
ASA C

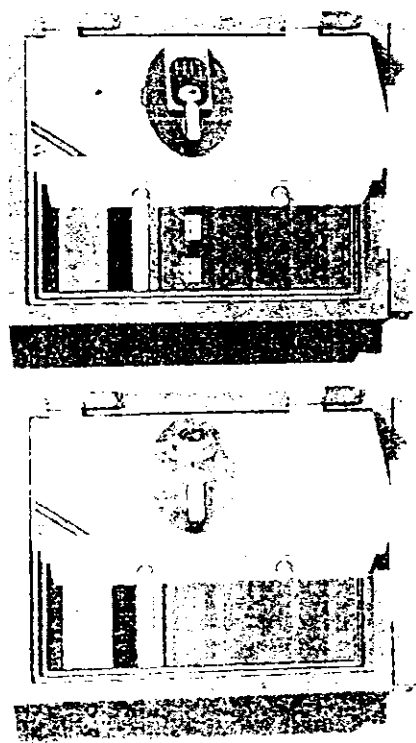
Approved by:


Raymund O. Maningding
OIC-HRU/End-user

ANNEX "B"

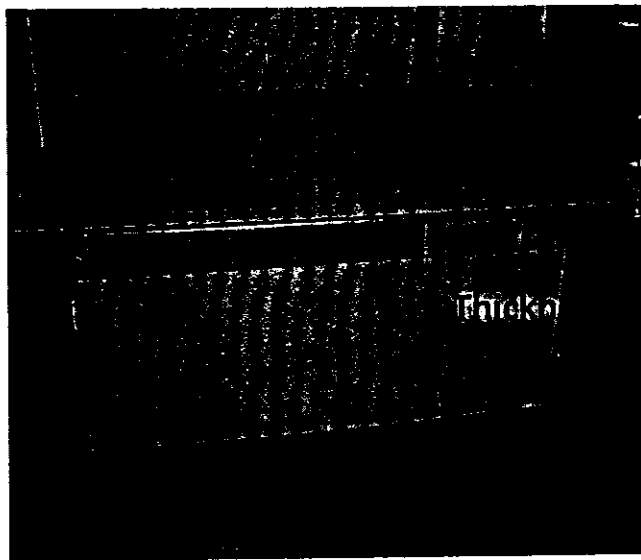
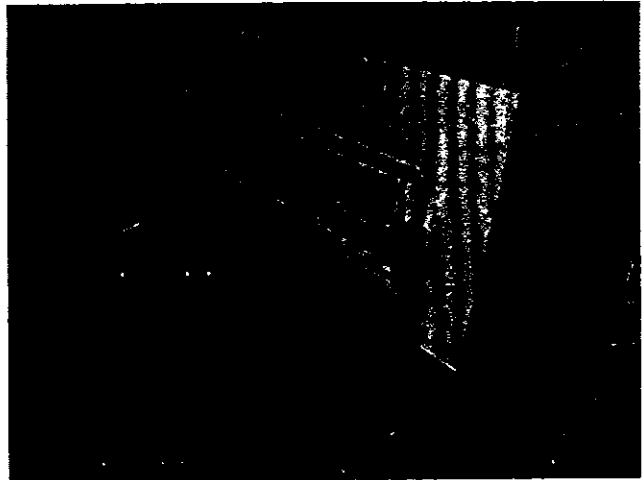
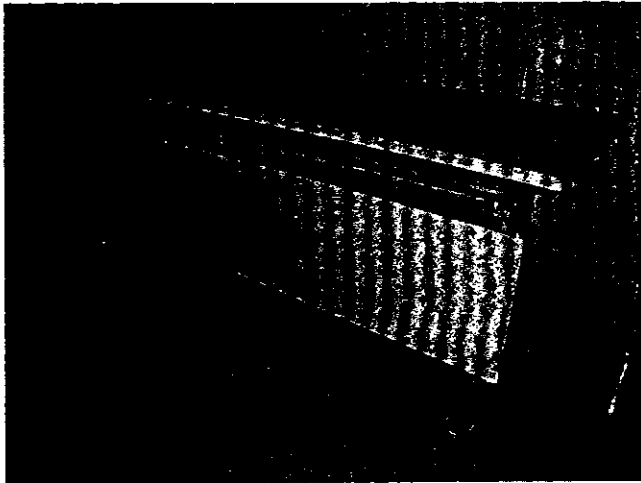
Outside(mm/inch) H660 x W470 x D470
(26.0 x 18.5 x 18.5)
Inside(mm/inch) H480 x W350 x D300
(18.9 x 13.8 x 11.8)
Weight(kgs) 80
Capacity(/ inch3) 50.4 (3078)
Drawer(PC) 1
Shelf(PC) 1

A060 - Key, Combination and Handle
A060EHK - Electronic Digital Lock with Key
and Handle



ANNEX "B"

FOLDABLE TABLE



Length: 180.5 cm

Width: 60 cm

Thickness: 1.5 cm; HDF Board with light gray HPL finish

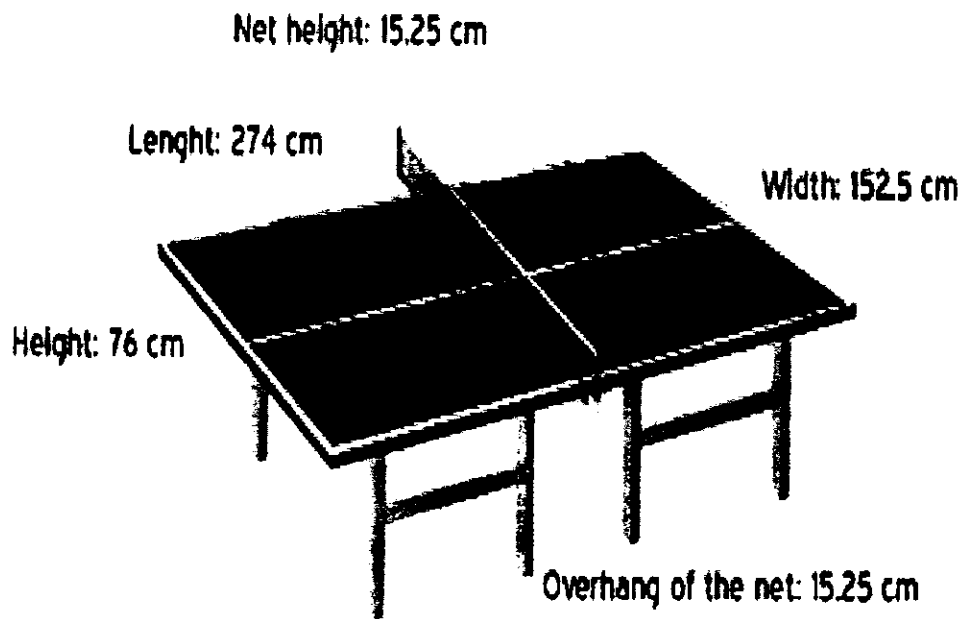
Height: 75 cm

Prepared by:


Engr. Jose N. Dela Cruz
ASA C

Approved by:


Raymund O. Maningding
OIC-HRU/End-user

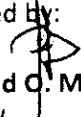
TABLE TENNIS

1. The upper surface of the table, known as the playing surface, shall be rectangular, 2.74 m long and 1.525m wide, and shall lie in a horizontal plane 76 cm above the floor.
2. The playing surface shall not include the vertical sides of the table top.
3. The playing surface may be of any material and shall yield a uniform bounce of about 23 cm, wide, along each 2.74m edge and a white end line, 2 cm wide, along each 1.525m edge.
4. The playing surface shall be divided into 2 equal half-courts by a vertical net running parallel with the end-lines, and shall be continuous over the whole area of each court.
5. For doubles, each of court shall be divided into 2 equal half-courts by a white line, 3mm wide, running parallel with sidelines; the center line shall be regarded as part of each right half-court.
6. Fluorescent or luminescent colours shall not be used anywhere in the playing area.

Prepared by:

Engr.  Jose N. Dela Cruz
ASA C

Approved by:


Raymund O. Maningding
OIC-HRU