



NOTICE OF AWARD AND CONTRACT AGREEMENT
Supply and Delivery of Personal Protective Equipment
(DOH Exclusive) for the Procurement Service

Contract No.: PS-CP-MDC-20-03-02

Date: 03 April 2020

REY ISIDORE L. GULLEBAN

Authorized Representative

XUZHOU CONSTRUCTION MACHINERY GROUP

IMP. AND EXP. CO., LTD.

No. 1 Industry District, Xuzhou Economic Development Zone,
Jiangsu, China

Email: xcmg.han@foxmail.com

After conducting evaluation of the proposal, the **Procurement Service** has determined your proposal as the Best and Most Responsive Proposal for the **Supply and Delivery of Personal Protective Equipment** based on your **Best and Final Offer** as submitted in response to **RFP No. MDC-RFO-20-03-02** received and evaluated on **03 April 2020** thus, this Notice of Award and Contract Agreement:

Quantity	Unit of Measurement	Item/Description	Unit Price	Total Price
250,000	sets	PPE Set (DOH Exclusive), comprised of the following components: 1) Gloves 2) Coverall 3) N95 Mask 4) Head Cover 5) Shoe Cover 6) Goggles 7) Surgical Mask 8) Surgical Gown	PHP 2,000 Less 12% Philippine VAT PHP 1,785.71	PHP 446,428,571.43

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Delivery Instructions:

Quantity to be Delivered	Date of Delivery	Delivery Site
250,000 sets	On or before April 13	DOH Staging Site

Standard warranty provisions apply:

1. The Supplier warrants that the Goods supplied under the Contract are new (unused), and that they incorporate all recent improvements in design and materials (latest models), except when the technical specifications required by the Procuring Entity provide otherwise. The Supplier warrants the timely delivery of the items. Any delay or failure to deliver may result in termination of the contract and blacklisting of the entity.
2. The Supplier further warrants that all Goods supplied under this Contract shall have no issue or defect arising from the 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.
3. In order to ensure that any manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period of three (3) months. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money or a bank guaranty in an amount equivalent to at least one percent (1%) of every progress payment. If the latter is opted, the same shall be submitted three days upon the conclusion of negotiations and before the issuance of the Notice of Award and Contract Agreement. Failure to submit the stated warranty security shall automatically revert the warranty security to the option of retention money.
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 and with all reasonable speed, replace the defective Goods without cost to the Procuring Entity.
5. The Procuring Entity shall be allowed to deduct Twelve Percent (12%) Value Added Tax (VAT) charged by the Philippine Government from the purchase price. In the event that the Supplier or the Procuring Entity shall be deemed to be exempt from the payment of VAT on the purchased items to the Republic of the Philippines, the amount will not be refunded to the Supplier.

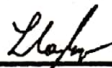
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INSTRUCTIONS:

If you have no corrections to the contents of this NOTICE OF AWARD AND CONTRACT AGREEMENT, please sign this instrument immediately upon receipt. Failure to sign this document and revert this document within two (2) days of receipt may result in the cancellation of the award and blacklisting for unjustified refusal of award.

Very truly yours,



USEC. LLOYD CHRISTOPHER A. LAO
Head of the Procuring Entity
Procurement Service

The XUZHOU CONSTRUCTION MACHINERY GROUP IMP. AND EXP. CO., LTD., through its authorized representative, hereby commits to deliver the requirements consistent with the terms above stated:

REY ISIDORE L. GULLEBAN



SIGNATURE

4/3/2020
DATE