

ORDERING AGREEMENT CONTRACT
Supply and Delivery of Office Supplies, Office Devices
and Electrical Supply
for Procurement Service

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this **17th** day of **April 2018** ("**Effective Date**") by and between:

the **PROCUREMENT SERVICE**, an attached agency of the Department of Budget and Management, with office located at PS Complex, Cristobal Street, Paco, Manila, represented by its Executive Director, **BINGLE B. GUTIERREZ**, hereinafter referred to as the "**PS**"

-and-

the **SPH International Corporation** an entity duly organized under the laws of the Philippines, with principal office located at 1102 Quiricada Ext., Tondo, Manila represented by its authorized representative, **JESSELYN S. CABUNSURA**, hereinafter referred to as the "**CONTRACTOR**".

The PS and the Contractor are collectively referred to as "Parties" herein.

WITNESSETH, that:

WHEREAS, the PS under Letter of Instructions No. 755 and Executive Order No. 359 s. 1989, as the central procurement agency of the government, is mandated to carry in its inventory common-use office supplies, equipment and consumables;

WHEREAS, the PS advertised and posted in PhilGEPS the Invitation to Bid of the following:

PB No.	Lot No.	Item Description	Quantity
18-060-6	1	ERASER, FELT, for blackboard/whiteboard, 12 pieces/box	46,112 pieces
	2	SCISSORS, symmetrical/asymmetrical, blade length: 65mm (min), 36 pairs/box	40,897 pairs
	4	TAPE, DISPENSER, TABLE TOP, for 24mm width tape, 1 piece/box	28,524 pieces

J *B*

WHEREAS, the competitive/public bidding was conducted in accordance with provisions of the revised IRR of R.A. 9184 and its Appendix 26, or the *Revised Guidelines on the Use of Ordering Agreement (Guidelines)*, due to prior determination by PS that by the nature, use, or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, the general conditions set forth under Section 4 of Guidelines are complied with before the conduct of the competitive/public bidding;

WHEREAS, the CONTRACTOR, the bidder with Single Calculated and Responsive Bid, was awarded the contract pursuant to BAC Resolution No. BAC6-2018-04-04 for Lot Nos. 1, 2 and 4 which was approved by the Head of the Procuring Entity on February 16, 2018, with the following details:

Lot No.	Item/Description	Quantity	Awarded Price
1	ERASER, FELT, for blackboard/whiteboard, 12 pieces/box	46,112 pieces	461,120.00
2	SCISSORS, symmetrical/asymmetrical, blade length: 65mm (min), 36 pairs/box	40,897 pairs	613,455.00
4	TAPE, DISPENSER, TABLE TOP, for 24mm width tape, 1 piece/box	28,524 pieces	1,531,168.32

WHEREAS, in accordance with Section 7.2 of the Guidelines, PS does not commit to place future contracts or make orders with the CONTRACTOR.

WHEREAS, the PS obliges itself to pay one (1) peso to the CONTRACTOR as consideration for the option granted to the PS to buy the items identified in this Agreement when the need arises;

WHEREAS, the CONTRACTOR has posted the required performance security as required under Section 37.2.1 of the revised IRR of R.A. 9184, amounting to One Hundred Thirty Thousand Two Hundred Eighty-seven & 16/100 only (₱ 130,287.16) in the form of Bank Guaranty.


NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby mutually stipulate and agree as follows:

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 provisions of the Appendix 26 of the revised IRR of R.A. 9184, or the *Revised Guidelines on the Use of Ordering Agreement*, are deemed to form part of this Agreement;


3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the Bid Form and the Price Schedule submitted by the Bidder (Annex "A");
 - b. the Schedule of Requirements (Annex "B");
 - c. the Technical Specifications (Annex "C");
 - d. the General Conditions of Contract (Annex "D");
 - e. the Special Conditions of Contract (Annex "E"); and
 - f. the Entity's Notification of Award (Annex "F").
4. In consideration of the payments to be made by the PS to the CONTRACTOR as hereinafter mentioned, the latter hereby covenants with the former to provide the goods and to remedy defects therein in conformity in all respects with the provisions of this Agreement;
5. The PS hereby covenants to pay the CONTRACTOR in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Agreement at the time and in the manner prescribed by this Agreement;
6. This Agreement shall be valid for one (1) year reckoned from the date of the execution of this, or until the total quantities are fully exhausted, whichever comes first.

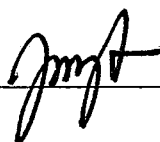
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date and place mentioned above.


JESSELYN S. CABUNSURA
SPH International Corporation


BINGLE B. GUTIERREZ
Procurement Service 

Signed in the presence of:







ACKNOWLEDGMENT

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

27 APR 2018

BEFORE ME, a Notary Public for and in MANILA, this _____ day of _____ appeared the following persons presenting to me their respective identifications, to wit:

Name	Competent Evidence of Identity	Date & Place of Issue
BINGLE B. GUTIERREZ	N02-93-214978	
JESSELYN S. CABUNSURA	CRN-011-7218817-6	Sept. 02, 2017 / CALOOCAN CITY

known to me and to me known to be the same persons who executed and voluntarily signed the foregoing Agreement which they acknowledged before me as their own free and voluntary act and deed and with full authority to sign in that capacity.

This instrument refers to the **Ordering Agreement for the Supply and Delivery of Office Supplies, Office Devices and Electrical Supply for the Procurement Service** and consisting of four (4) pages including this page where the Acknowledgment is written, duly signed by the parties and their instrumental witnesses thereof.

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

Doc. No. 99 ;
 Page No. 20 ;
 Book No. VIII ;
 Series of 2018.

~~Notary Public~~
ATTY. RICKEE GERALD D. BRIEVA
 NOTARY PUBLIC UNTIL DEC, 31, 2018
 IBP LIFETIME NO. 015244
 MCE COMPLIANCE NO. VI-0004604/04-14-2022
 PTR NO. 6988624 ROLL NO. 65624
 COMM. NO. 2017-072 UNTIL DEC 31, 2018
 818 BALAYA ST. TONDO, MANILA

Bid Form

Date: APRIL 4 2018
Invitation to Bid No: PB 18-060-6

To: *The DBM-PS BAC6 Chairperson
Procurement Service
PS Complex, RR Road
Cristobal St., Paco, Manila*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [1], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply and Delivery Office Supplies: Office Devices and Electrical Supply for the Procurement Service in conformity with the said Bidding Documents.


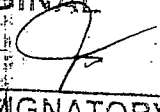
Lot No.	QUANTITY	ITEM/ DESCRIPTION	Unit Price	Total Price
1	46,112 pcs	ERASER, FELT, for blackboard/whiteboard, 12 pieces/box	₱ 10.00	₱ 461,120.00
2	40,897 pairs	SCISSORS, symmetrical/asymmetrical, blade length: 65mm (min), 36 pairs/box	₱ 15.00	₱ 613,455.00
3	133,724 pcs	PUNCHER, PAPER, HEAVY DUTY, with two hole guide, 24 pieces/carton, in individual box	NO BID	NO BID
4	28,524 pcs	TAPE, DISPENSER, TABLE TOP, for 24mm width tape, 1 pieces/box	₱ 53.68	₱ 1,531,168.32
5	34,804 rolls	TAPE, ELECTRICAL, 25 rolls/pack	NO BID	NO BID

TOTAL PRICE IN WORDS:

Lot 1: FOUR HUNDRED SIXTY ONE THOUSAND ONE HUNDRED TWENTY PESOS ONLY

Lot 2: SIX HUNDRED THIRTEEN THOUSAND FOUR HUNDRED FIFTY FIVE PESOS ONLY

Lot 3: NO BID


 COPY OF THE ORIGINAL

 AUTHORIZED SIGNATORY

[Handwritten mark]

Lot 4: ONE MILLION FIVE HUNDRED THIRTY ONE THOUSAND ONE HUNDRED SIXTY EIGHT PEGOS AND THIRTY TWO CENTAVOS ONLY.
Lot 5: NO BID

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

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

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

Dated this 4th day of APRIL 20 18.

JESSELYN S. ORBENSURA
[signature]

ACCOUNT EXECUTIVE
[in the capacity of]

Duly authorized to sign Bid for and on behalf of SPT INTERNATIONAL CORPORATION

CERTIFIED TRUE COPY OF
THE ORIGINAL
AUTHORIZED SIGNATORY

J A

**INDICATIVE DELIVERY ORDER SCHEDULE
UNDER THE ORDERING AGREEMENT**

LOT NO.	ITEM/DESCRIPTION	TOTAL QUANTITY	INDICATIVE SCHEDULE
1	ERASER, FELT, for blackboard/whiteboard, 12 pieces/box	46,112 pieces	1 st tranche 3,842 pieces 2 nd tranche 3,842 pieces 3 rd tranche 3,842 pieces 4 th tranche 3,842 pieces 5 th tranche 3,842 pieces 6 th tranche 3,842 pieces 7 th tranche 3,842 pieces 8 th tranche 3,842 pieces 9 th tranche 3,842 pieces 10 th tranche 3,842 pieces 11 th tranche 3,842 pieces 12 th tranche 3,850 pieces

Delivery Lead Time: **Within FIFTEEN (15) CALENDAR DAYS** from receipt of Delivery Order

I hereby commit to deliver the required quality and quantities upon receipt of the Purchase Order as indicated above.

SPH INTERNATIONAL CORPORATION
Name of Company

JESSELYN CABUNGUA
Signature Over Printed Name
of Authorized Representative

04-03-2018
Date

CERTIFIED TRUE COPY OF
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**INDICATIVE DELIVERY ORDER SCHEDULE
UNDER THE ORDERING AGREEMENT**

LOT NO.	ITEM/DESCRIPTION	TOTAL QUANTITY	INDICATIVE SCHEDULE
2	SCISSORS, symmetrical/asymmetrical, blade length: 65mm (min), 36 pairs/box	40,897 pairs	1 st tranche 3,408 pairs 2 nd tranche 3,408 pairs 3 rd tranche 3,408 pairs 4 th tranche 3,408 pairs 5 th tranche 3,408 pairs 6 th tranche 3,408 pairs 7 th tranche 3,408 pairs 8 th tranche 3,408 pairs 9 th tranche 3,408 pairs 10 th tranche 3,408 pairs 11 th tranche 3,408 pairs 12 th tranche 3,409 pairs

Delivery Lead Time: Within FIFTEEN (15) CALENDAR DAYS from receipt of Delivery Order

I hereby commit to deliver the required quality and quantities upon receipt of the Purchase Order as indicated above.

SPH INTERNATIONAL CORPORATION

Name of Company

Jesselyn S. Carunson
JESSELYN S. CARUNSON

Signature Over Printed Name
of Authorized Representative

04-03-2018

Date

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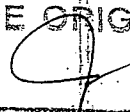
**INDICATIVE DELIVERY ORDER SCHEDULE
UNDER THE ORDERING AGREEMENT**

LOT NO.	ITEM/DESCRIPTION	TOTAL QUANTITY	INDICATIVE SCHEDULE
4	TAPE DISPENSER, TABLE TOP, for 24mm width tape, 1 piece/box	28,524 pieces	1 st tranche 2,377 pieces 2 nd tranche 2,377 pieces 3 rd tranche 2,377 pieces 4 th tranche 2,377 pieces 5 th tranche 2,377 pieces 6 th tranche 2,377 pieces 7 th tranche 2,377 pieces 8 th tranche 2,377 pieces 9 th tranche 2,377 pieces 10 th tranche 2,377 pieces 11 th tranche 2,377 pieces 12 th tranche 2,377 pieces

Delivery Lead Time: **Within FIFTEEN (15) CALENDAR DAYS** from receipt of Delivery Order

I hereby commit to deliver the required quality and quantities upon receipt of the Purchase Order as indicated above.

SPH INTERNATIONAL CORPORATION JESSELYN S. CARBUCCA 04-03-2018
 Name of Company Signature Over Printed Name of Authorized Representative Date

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LOT NO. 1	ERASER FELT FOR BLACBOARD OR WHITEBOARD 12 PIECES/BOX
QUANTITY	: 46,112 pieces
APPROVED BUDGET PER UNIT	: Php 10.00
APPROVED BUDGET FOR THE CONTRACT	: Php 461,120.00

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE
ERASER, FELT, for blacboard or whiteboard, 12 pieces/box Conforms to the attached Technical Specifications PS STANDARD NO. OS 030:2014 UNSPSC Code No. 44111912-ER-B01 Dated: December 1, 2016	Brand: JOY COMPLY

We commit to deliver the goods under the new packaging as required by the Procurement Service-DBM.

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found false either during evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

SPH INTERNATIONAL CORPORATION
 Name of Company

Jesselyn S. Cabunera
 JESSELYN S. CABUNERA
 Signature Over Printed Name
 of Authorized Representative

04-03-2018
 Date

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Technical Requirements for
ERASER, FELT, for blackboard/whiteboard

PRODUCT SPECIFICATIONS

- Eraser Material: Felt
- Overall Size (L x W x T) (min.): 125mm x 45mm x 19mm

EVIDENCE AND VERIFICATION

- Two (2) pieces shall be submitted to the BAC during opening of bids for verification of the product specifications.

PACKAGING

- Packaging: Twelve (12) pieces per box

MARKING/LABELING

- Shall conform with the Consumer Act of the Phil. (RA 7394)

REFERENCE

- None

[Handwritten initials]

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[Signature] BY
AUTHORIZED SIGNATORY

[Handwritten mark]

RECOMMENDED FOR REVIEW

TECHNICAL SPECIFICATIONS REVIEW TEAM

Engr. PABLO ROMAN C. ANDRES
Member

Mr. AYSON C. ERQUIZA
Member

Mr. JEROME B. GALIT
Member

Engr. ANTONIO B. HERMIDA, JR.
Member

Ms. AMELITA F. HERNANDEZ
Member

Engr. JAIME M. NAVARRETE, JR.
Member

Mr. MERVIN IAN D. TANQUINTIC
Member

Engr. EDWARD R. SADDI
Team Leader

November 17, 2016
ERASER, FELT, for blackboard/whiteboard

RECOMMENDED FOR APPROVAL

TECHNICAL SPECIFICATIONS REVIEW COMMITTEE

Atty. VINCENT G. CAÑARES
OIC, BAC Support Division

Engr. JUANITA M. LOZANO
Chief, Purchasing Division

Ms. ROSA MARIA M. CLEMENTE
Senior BAC Chairperson
OIC-Deputy Executive Director V

Ms. FLERIDA G. ARIAS
OIC-Operations Group

APPROVAL

Approved:
Disapproved:

Ms. BINGLE B. GUTIERREZ
Executive Director

Effectivity date: 01 DEC 2016

Produced: ERASER, FELT

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LOT NO. 2	SCISSORS, symmetrical/asymmetrical blade length: 65mm 1 piece in individual plastic
QUANTITY	: 36 pairs/box
APPROVED BUDGET PER UNIT	: 40,897 pairs
APPROVED BUDGET FOR THE CONTRACT	: Php 15.00
	: Php 613,455.00

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE
SCISSORS, symmetrical/asymmetrical blade length: 65mm 1 piece in individual plastic 36 pairs/box Conforms to the attached Technical Specifications PS STANDARD NO. OS 014:2016 UNSPSC Code No. 44121618-SS-S01 Dated: November 25, 2016	Brand: JOY COMPLY

We commit to deliver the goods under the new packaging as required by the Procurement Service-DBM.

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found false either during evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

SPH INTERNATIONAL CORPORATION
Name of Company

TERCELIN S. CABUNCORA
Signature Over Printed Name
of Authorized Representative

04-03-2018
Date

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SCISSORS, SYMMETRICAL/ASYMMETRICAL

PRODUCT SPECIFICATIONS

- Straight trimmers intended for cutting papers, plastic, cotton, rubber, leather and other materials
- Overall Length: 158mm (min)
- Length of Cutting Blade: 65mm (min)
- Construction/ Quality
 - Blades shall be made of stainless steel
 - Blades shall be flat and shall be joined by a steel bolt or screw
 - Scissors shall be adjusted for proper contact along the entire length of the blade cutting edges, and shall be free from defects and blemishes
 - All Scissors shall be furnished with either double ring or symmetrical/asymmetrical metal bow handles coated or covered with non-rigid plastic
 - Materials shall be free from any defects and imperfection which might affect the serviceability of the finish product

EVIDENCE AND VERIFICATION

- Shall conform with the performance requirement for scissors
 - When dropped four (4) times from the height of at least 1 meter, the scissors shall maintain proper alignment of blades and shall show no signs of breakage, crack, dent, etc., that may affect its appearance and serviceability
- Two (2) pieces shall be submitted to the BAC during opening of bids for verification of the product specifications.

PACKAGING

- Individually wrapped in plastic, thirty-six (36) pairs per box.

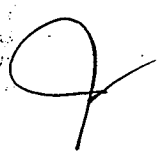
MARKING/LABELING

- Shall conform with the Consumer Act of the Phil. (RA 7394)

REFERENCES

- PNS: 1969:2004

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RECOMMENDED FOR REVIEW

TECHNICAL SPECIFICATIONS REVIEW TEAM

Engr. PABLO ROMAN C. ANDRES
Member

Mr. JAYSON C. ERQUIZA
Member

Mr. FERNANDEZ E. GAUT
Member

Engr. ANTONIO B. HERMIDA, JR.
Member

Ms. AMELITA F. HERNANDEZ
Member

Engr. JAIME M. NAVARRETE, JR.
Member

Mr. MERVINIAN D. TANQUINTIC
Member

Engr. EDWARD R. SADDI
Team Leader

October 26, 2016
Scissors: Symmetrical/Asymmetrical

RECOMMENDED FOR APPROVAL

TECHNICAL SPECIFICATIONS REVIEW COMMITTEE

Atty. VINCENT G. CAÑARES
OIC, BAC Support Division

Engr. JULIA M. LOZANO
Chief, Purchasing Division

Ms. ROSA MARIA M. CLEMENTE
Senior BAC Chairperson
OIC-Deputy Executive Director V

Ms. FLORIDA G. ARIAS
OIC Operations Group

APPROVAL

Approved:

Disapproved:

Ms. BINGLE B. GUTIERREZ
Executive Director

Effectivity date: November 25, 2016

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LOT NO. 4	:	TAPE DISPENSER, TABLE TOP, 1 piece/box
QUANTITY	:	28,524 pieces
APPROVED BUDGET PER UNIT	:	Php 55.00
APPROVED BUDGET FOR THE CONTRACT	:	Php 1,568,820.00

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE
TAPE DISPENSER, TABLE TOP, 1 piece/box Conforms to the attached Technical Specifications PS STANDARD NO. OS 047:2014 UNSPSC Code No. 44121605-TD-T01 Dated: January 4, 2017	Brand: NEW WONDER COMPLY


We commit to deliver the goods under the new packaging as required by the Procurement Service-DBM.

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found false either during evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

SPH INTERNATIONAL CORPORATION
Name of Company

JESSELYN S. OABUNCURA
Signature Over Printed Name
of Authorized Representative

04-03-2018
Date

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Technical Requirements for
TAPE DISPENSER, table top

PRODUCT SPECIFICATIONS

- Heavy duty
- Net Weight (min.): 1.2Kg
- Body made of rigid plastic, smooth finish: weighted
- Non-skid full rubber base
- Serrated cutting blade thickness: 0.40mm \pm 0.03mm
- Holds rolls up to 24mm wide on 75mm core
- Easy one-handed operation
- Assorted color

EVIDENCE AND VERIFICATION

- One (1) piece shall be submitted to the BAC opening of bids for verification of the product specifications.

PACKAGING

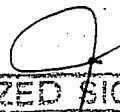
- Packaging: One (1) piece per box

MARKING/LABELING

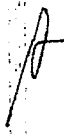
- Shall conform with the Consumer Act of the Phil. IRA 7394

REFERENCES

- none

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AUTHORIZED SIGNATORY





RECOMMENDED FOR REVIEW

TECHNICAL SPECIFICATIONS REVIEW TEAM

Engr. PABLO ROMAN C. ANDRES
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Mr. JEROME B. GALT
Member

Engr. ANTONIO B. HERMIDA, JR.
Member

Ms. AMELITA E. HERNANDEZ
Member

Engr. JAIWEN NAVARRETE, JR.
Member

Mr. MERVIN IAN D. TANQUINTIC
Member

Engr. EDWARD R. SADDI
Team Leader

November 27, 2016
TAPE DISPENSER, table top

RECOMMENDED FOR APPROVAL

TECHNICAL SPECIFICATIONS REVIEW COMMITTEE

Mr. VINCENT G. CANALES
OIC, BAC Support Division

Engr. JULIETA M. LOZANO
Chief, Purchasing Division

Ms. ROSA MARIA M. CLEMENTE
Senior BAC Chairperson
OIC-Deputy Executive Director V

Ms. FLORIDA G. ARIAS
OIC-Operations Group

APPROVAL

Approved:
Disapproved:

Ms. BRIGLE R. GUTIERREZ
Executive Director

Effectivity date: 04 JAN 2017

Product: TAPE DISPENSER
Table top

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Section IV. General Conditions of Contract

J P

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Q A

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 signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE 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. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

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 HoPE 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. One percent (1%) 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. Payments shall be in accordance with the schedule stated in the **SCC**.
- 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.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

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. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, 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.

12. Taxes and Duties

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

13. Performance Security

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

(c) Other terms specified in the SCC.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

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

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in

connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total 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 may rescind or terminate 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 Supplier 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 Supplier. 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 HoPE 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 HoPE 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 HoPE 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 HoPE 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 HoPE 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 HoPE 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 HoPE; 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.

Handwritten initials or signature consisting of a large 'Q' and a smaller 'A'.

Section V. Special Conditions of Contract

J A

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is Procurement Service.
1.1(i)	The Supplier is _____.
1.1(j)	The Funding Source is: Government of the Philippines (GOP) through Approved Budget of the Procurement Service (PS).
1.1(k)	The Project Sites are: <i>PS Warehouse, PS Complex, RR Road Cristobal St., Paco, Manila; and End-User Agencies within Metro Manila, Antipolo, Imus, Cavite and Pampanga.</i> Contact persons: Mr. Ariel R. Cunanan Chief – Warehousing and Logistics Division arcunanan@ps-philgeps.gov.ph 689-7750 loc 4016/563-9397
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is: OFFICE OF THE EXECUTIVE DIRECTOR Procurement Service Ground Floor, PS Complex, RR Road Cristobal St., Paco, Manila The Supplier's address for Notices is: _____ _____ _____
6.2	Delivery and Documents – 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: <i>For Goods Supplied from Abroad, The delivery terms applicable to the Contract are DDP delivered to the above project site. In accordance with INCOTERMS.</i>

For Goods Supplied from Within the Philippines, The delivery terms applicable to this Contract are delivered *to the above project site*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

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:

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (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.

For Goods supplied from abroad:

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:

- (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 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.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *Mr. Ariel Cunanan, Chief, WALD or his authorized representative.*

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

Select appropriate requirements and delete the rest.

- (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.

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
 - 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.

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of 5 years.

Other spare parts and components shall be supplied as promptly as possible, but in any case within one (1) month of placing the order, if applicable.

Packaging –

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Insurance –

The Goods supplied under this Contract shall be fully insured by the 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.

Transportation –

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.

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>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 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.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	The inspections and tests that will be conducted shall be in accordance with Section VII. Technical Specifications.
17.3	<p>Warranty Retention:</p> <p>Lot 1, 2 and 5 - Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p>Lot 3-4 – One (1) year after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p>
17.4	The period for correction of defects in the warranty period is (30) calendar days.

21.1	No additional provision, <i>or, if the Supplier is a joint venture,</i> All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.
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J *A*



Republic of the Philippines
Department of Budget and Management
PROCUREMENT SERVICE
RR Road, Cristobal Street, Pasig, Manila, Philippines 1007
Trunk line: 888-7750 Direct line: 583-8385 & 583-9395



NOTICE OF AWARD

NOA No.: **2018-PSNOA023-BACNOA6-PS**
Resolution No.: **BAC6-2018-04-04**

MS. JESSELYN S. CABUNSURA

Authorized Representative

SPH INTERNATIONAL CORPORATION

No. 1102 Quiricada Ext., Tondo, Manila

Telephone: (02) 251-1548 loc. 206

Email Address: sphic.sales@gmail.com

Dear Ms. Cabunsura:

After conducting post-qualification and evaluation, the **Bids and Awards Committee VI (BAC VI) of the Procurement Service** has determined your proposal as the Single Calculated and Responsive Bid for **Lot Nos. 1, 2 and 4** under **PB 18-060-6** conducted on **April 4, 2018** for the **Supply and Delivery of Office Supplies, Office Devices and Electrical Supply for the Procurement Service (PS)** thus, this **NOTICE OF AWARD**:

LOT NO.	ITEM/ S	QTY/ UNIT	UNIT PRICE	TOTAL AMOUNT
1	ERASER, FELT, for blackboard/whiteboard, 12 pieces/box	46,112 pieces	₱ 10.00	₱ 461,120.00
2	SCISSORS, symmetrical/asymmetrical, blade length: 65mm (min), 36 pairs/box	40,897 pairs	₱ 15.00	₱ 613,455.00
4	TAPE, DISPENSER, TABLE TOP, for 24mm width tape, 1 piece/box	28,524 pieces	₱ 53.68	₱ 1,531,168.32

Delivery Instructions:

Within fifteen (15) calendar days from receipt of Delivery Order.

INSTRUCTIONS:

Please sign the attached Contract/Purchase Order if you have no corrections to the contents of this NOTICE OF AWARD (NOA) and submit Performance Security within five (5) calendar days from receipt hereof. The original copy of the NOA and all copies of the Contract/PO shall be returned to the Procurement Service.

NOA No.: **2018-PSNOA023-BACNOA6-PS**

Failure to sign and return the documents within the abovementioned period may result in the cancellation of the award and forfeiture of the bid security.

Very truly yours,

[Handwritten Signature]
BINGLE B. GUTIERREZ
Executive Director

CONFORME:

JESSELYN S. CABUNSUZA
Account Executive
PRINTED NAME/POSITION

[Handwritten Signature]
SIGNATURE

04-17-2018
DATE

[Handwritten Mark]



CLASS B

LANDBANK
WE HELP YOU GROW.

Control No. 371-2018-0309-016

Date: April 20, 2018

PD PS DBM 2018 APR 18 PM 3:57

PROCUREMENT SERVICE
Department of Budget & Management
PS Complex, Cristobal Street
Paco, Manila

Attn : **BIDS AND AWARDS COMMITTEE**
Re : **BANK GUARANTY**

LANDBANK T 30287 PHP 16

Gentlemen:

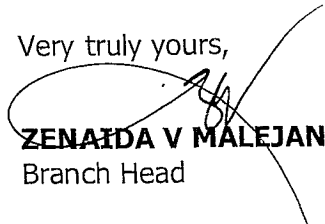
This is to certify that **SPH INTERNATIONAL CORPORATION.** has, upon instruction to us, set aside, held out and assigned in favor of the **PROCUREMENT SERVICE of the DEPARTMENT OF BUDGET AND MANAGEMENT** the amount of **PESOS: ONE HUNDRED THIRTY THOUSAND TWO HUNDRED EIGHTY SEVEN & 16/100 ONLY (Php130,287.16)** deposited with us, as **Performance Security**, under the Notice of Award to execute **Supply and Delivery of Office Supplies, Office Devices, and electrical supply for the Procurement Service (PS) for Lot No.1, 2 & 4-Eraser, Felt, Scissors & Tape Dispenser under PB No. 18-060-6** and that said amount or any portion thereof is not allowed to be encumbered, withdrawn or disposed of without the written consent of **Procurement Service of Department of Budget & Management.**

Accordingly, LANDBANK hereby irrevocably and absolute guarantees to Procurement Service of the Department of Budget and Management to pay upon demand up to the above mentioned amount as may be necessary to pay/settle any legitimate claim field against the **Performance Security** without the necessity of a prior notice to and consent of **SPH INTERNATIONAL CORPORATION.**

LANDBANK's guaranty herein shall be valid from **April 20, 2018 up to October 16, 2018** only. All claims against the guaranty shall be filed with our Branch not later than the later date, after which this guaranty automatically becomes null and void without the need to surrender the original of this letter to us.

Thank you.

Very truly yours,


ZENAIDA V MALEJAN
Branch Head


LEIDA C BENITEZ
Acting Bso

