

**AGREEMENT FOR THE PROCUREMENT OF POTABLE WATER SUPPLY FOR THE DFA
MAIN OFFICE AND SATELLITE OFFICES FOR FY 2014**

KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement for the Procurement of Potable Water Supply for the DFA Main Office and Satellite Offices for FY 2014, (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on 06 MAR 2014, 2014 between the:

The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the **PROCURING ENTITY**), with principal office address at 2330 Roxas Blvd., Pasay City, Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (HOPE) Honorable Rafael E. Seguis,

and

PISHON INDUSTRIES (hereinafter, the **CONTRACTOR**), is a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 32 Bicameral Rd. Violago Homes, Batasan Hills, Quezon City, represented by MS. MYLEEN L. BUMANGLAG, who is duly authorized to enter into this Agreement pursuant to the Secretary's Certificate dated 18 December 2013 a copy of which is attached as ANNEX A and made an integral part of this Agreement.

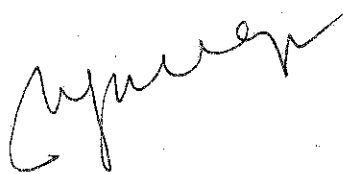
WITNESSETH:

WHEREAS the **PROCURING ENTITY** invited bids for the Procurement of Potable Water Supply for DFA Main Office and Satellite Offices for FY 2014, and has accepted a bid by the **CONTRACTOR** for the supply of said goods and services in the sum of One Million Two Hundred Eighty-Seven Thousand Seven Hundred Five Pesos and Sixty Centavos (Php 1,287,705.60) (hereinafter called "the Contract Price"), inclusive of all taxes and other lawful charges.

NOW, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** agree as follows:

1. The definitions found in the General Conditions of Contract (GCC) and Special Conditions of Contract contained in the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.
2. The following documents are attached and made integral parts of this AGREEMENT:
 - 2.1 Bid Form and Price Schedule submitted by the Supplier (ANNEX B)
 - 2.2 Schedule of Requirements (ANNEX C)
 - 2.3 Technical Specifications (ANNEX D)
 - 2.4 General Conditions of Contract (ANNEX E)
 - 2.5 Special Conditions of Contract (ANNEX F)
 - 2.6 Notice of Award dated 09 January 2014 (ANNEX G)
 - 2.7 Performance Security (Annex H)
3. The **CONTRACTOR** shall provide goods and services for a period of one (1) year or from 01 January 2014 to 31 December 2014.
4. For and in consideration of the performance of services, the **PROCURING ENTITY** shall pay the **CONTRACTOR** the above-mentioned Contract Price. The terms of payment shall be in accordance with the provisions of Sections 10 and 11 of the GCC, which is attached and made an integral part of this Agreement.

Approved by:
 Myleen L. Bumanglag



IN WITNESS WHEREOF, the PARTIES through their authorized representatives hereto have SIGNED this AGREEMENT on 06 MAR 2014 in Pasay City, Metro Manila.

For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS
By Authority of the Secretary of Foreign Affairs:

[Signature]
HON. RAFAEL E. SEGUIS
Undersecretary for Administration
and the Head of the Procuring Entity

For the Contractor:

PISHON INDUSTRIES

[Signature]
MYLEEN L. BUMANGLAG
President /Manager
Authorized Representative

WITNESSES

Atty. Alvar E. Rosales
Acting Chief Accountant

[Signature]
PISHON INDUSTRIES

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on 06 MAR 2014 personally appeared **HONORABLE RAFAEL E. SEGUIS**, Undersecretary for Administration of the Department of Foreign Affairs and **MS. MYLEEN L. BUMANGLAG**, Authorized Representative of **PISHON INDUSTRIES**, known to me to be the same persons who executed the foregoing Agreement for the Procurement of Potable Water Supply for the DFA Main Office and Satellite Offices for FY 2014, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

| NAME | ID No. | PLACE OF ISSUE | DATE OF ISSUE |
|---------------------|--------------------------|----------------|---------------|
| RAFAEL E. SEGUIS | Passport No.#00065751 | Manila | 5/11/2010 |
| MYLEEN L. BUMANGLAG | | | |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

Doc. No. 185
Page No. 57
Book No. XXV
Series of 2014

[Signature]
ATTY. DELFIN R. AGCAOILI JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2014
PTR NO. 2413185 / 12/4/13 / M.M.
IBP NO. 943959 / M.M.
ROLL NO. 24655 / TIN-144519066
MCLE COMPLIANCE IV-0013521
UNTIL APRIL 26, 2016



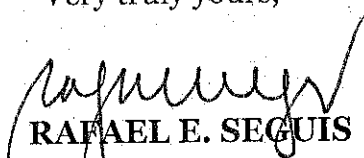
NOTICE TO PROCEED

06 March 2014

Madam:

Please be informed that pursuant to the Notice of Award dated 09 January 2014, issued by the Undersecretary for Administration and Head of the Procuring Entity, **PISHON INDUSTRIES**, is hereby given this Notice to Proceed and render its services to provide for the Procurement of Potable Water Supply for the DFA Main Office and Satellite Offices for FY 2014 in accordance with the requirements for procurement.

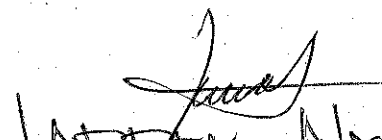
Very truly yours,


RAFAEL E. SEGUIS

Undersecretary for Administration
and Head of the Procuring Entity

Conforme:

MS. MYLEEN L. BUMANGLAG
Authorized Representative
PISHON INDUSTRIES
32 Bicameral Rd. Violago Homes
Batasan Hills, Quezon City


LAPID ALMIRANTE
3/12/14

**AGREEMENT FOR THE PROCUREMENT OF POTABLE WATER SUPPLY FOR THE DFA
MAIN OFFICE AND SATELLITE OFFICES FOR FY 2014**

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The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the **PROCURING ENTITY**), with principal office address at 2330 Roxas Blvd., Pasay City, Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (HOPE) Honorable Rafael E. Seguis,

and

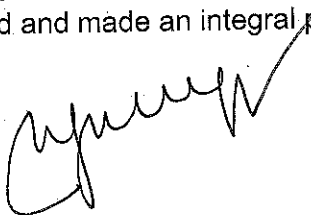
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WITNESSETH:

WHEREAS the **PROCURING ENTITY** invited bids for the Procurement of Potable Water Supply for DFA Main Office and Satellite Offices for FY 2014, and has accepted a bid by the **CONTRACTOR** for the supply of said goods and services in the sum of One Million Two Hundred Eighty-Seven Thousand Seven Hundred Five Pesos and Sixty Centavos (Php 1,287,705.60) (hereinafter called "the Contract Price"), inclusive of all taxes and other lawful charges.

NOW, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** agree as follows:

1. The definitions found in the General Conditions of Contract (GCC) and Special Conditions of Contract contained in the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.
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 - 2.4 General Conditions of Contract (ANNEX E)
 - 2.5 Special Conditions of Contract (ANNEX F)
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 - 2.7. Performance Security (Annex H)
3. The **CONTRACTOR** shall provide goods and services for a period of one (1) year or from 01 January 2014 to 31 December 2014.
4. For and in consideration of the performance of services, the **PROCURING ENTITY** shall pay the **CONTRACTOR** the above-mentioned Contract Price. The terms of payment shall be in accordance with the provisions of Sections 10 and 11 of the GCC, which is attached and made an integral part of this Agreement.

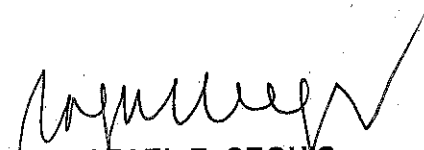


IN WITNESS WHEREOF, the PARTIES through their authorized representatives hereto have SIGNED this AGREEMENT on 06 MAR 2014, in Pasay City, Metro Manila.

For the Procuring Entity:

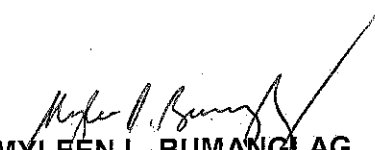
DEPARTMENT OF FOREIGN AFFAIRS

By Authority of the Secretary of Foreign Affairs:


HON. RAFAEL E. SEGUIS
Undersecretary for Administration
and the Head of the Procuring Entity

For the Contractor:

PISHON INDUSTRIES


MYLEEN L. BUMANGLAG
President /Manager
Authorized Representative

WITNESSES


Atty. Alvar E. Rosales
Acting Chief Accountant


PISHON INDUSTRIES

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City) s.s.

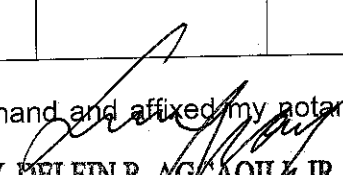
BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on 06 MAR 2014 personally appeared **HONORABLE RAFAEL E. SEGUIS**, Undersecretary for Administration of the Department of Foreign Affairs and **MS. MYLEEN L. BUMANGLAG**, Authorized Representative of **PISHON INDUSTRIES**, known to me to be the same persons who executed the foregoing Agreement for the Procurement of Potable Water Supply for the DFA Main Office and Satellite Offices for FY 2014, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

| NAME | ID No. | PLACE OF ISSUE | DATE OF ISSUE |
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| RAFAEL E. SEGUIS | Passport No.#00065751 | Manila | 5/11/2010 |
| MYLEEN L. BUMANGLAG | | | |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

Doc. No. 186
Page No. 37
Book No. XXX
Series of 2014


ATTY. DELFIN R. AGCAOILI, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2014
PTR NO. 2413185 / 12/4/13 / M.M.
IBP NO. 943989 / M.M.
ROLL NO. 24655 / TIN-144519066
MCLE COMPLIANCE IV-0013521
UNTIL APRIL 26, 2016

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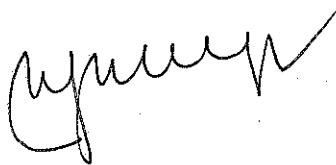
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By Authority of the Secretary of Foreign Affairs:


HON. RAFAEL E. SEGUIS

Undersecretary for Administration
and the Head of the Procuring Entity

For the Contractor:

PISHON INDUSTRIES


MYLEEN L. BUMANGLAG

President /Manager
Authorized Representative

WITNESSES

Atty. Alvar E. Rosales

Acting Chief Accountant


Felanie Pagdilao
PISHON INDUSTRIES

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City) s.s.

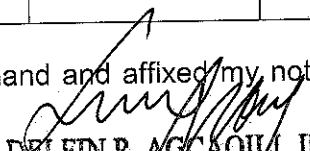
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| MYLEEN L. BUMANGLAG | | | |

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Doc. No. 185
Page No. 37
Book No. XX
Series of 2014


ATTY. DELFIN R. AGCAOILI, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2014
PTR NO. 2413185 / 12/4/13 / M.M.
IBP NO. 943589 / M.M.
ROLL NO. 24655 / TIN-144519086
MCLE COMPLIANCE IV-0013521
UNTIL APRIL 26, 2016

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For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS

By Authority of the Secretary of Foreign Affairs:


HON. RAFAEL E. SEGUIS

Undersecretary for Administration
and the Head of the Procuring Entity

For the Contractor:

PISHON INDUSTRIES


MYLEEN L. BUMANGLAG

President /Manager
Authorized Representative


WITNESSES


Atty. Alvar E. Rosales
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PISHON INDUSTRIES

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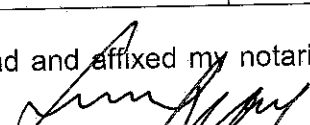
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IBP NO. 943989 / M.M.
ROLL NO. 24655 / TIN-144519066
MCLE COMPLIANCE IV-0013521
UNTIL APRIL 26, 2016

Republic of the Philippines)
_____) S.s.

SECRETARY'S CERTIFICATE

I, **MYLA L. BUMANGLAG** of legal age, Filipino, with registered address at 24 Bicameral Rd. Violago Homes, Batasan Hills, Quezon City, being duly elected and qualified corporate secretary of **PISHON INDUSTRIES, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines with business office address at #32 Bicameral Rd. Violago Homes, Batasan Hills, Quezon City, hereby certify that during the special meeting of the Board of Directors held on December 12, 2013, wherein a quorum was present and acting throughout, the following resolutions were unanimously approved, to wit:

"RESOLVED, as it is hereby resolved that the corporation does hereby name, constitute and appoint **MS. MYLEEN L. BUMANGLAG**, President / General Manager, to be its true and authorized representative and attorney-in-fact, and on behalf of the Corporation, to do and perform the following administrative acts in relation to the bidding requirements of DFA - Bids and Awards Committee (DFA-BAC), to wit:

- 1) Make, sign, execute and deliver documents, affidavits, contracts, letters of instruction and authorization, and other related documents with the Department of Finance - Bids and Awards Committee, or any entities thereof, upon terms and condition acceptable to the Corporation's attorney-in-fact.

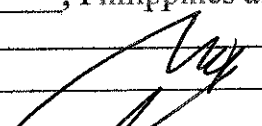
"RESOLVED, FINALLY, as it is hereby resolved that the Corporate Secretary be authorized to issue certification(s) relative to the foregoing resolutions."

IN WITNESS WHEREOF, I have hereunto set my hand this day of DEC 18 2013 2013 at Manila, Philippines.


MYLA L. BUMANGLAG
Corporate Secretary

SUBSCRIBED AND SWORN to before me this DEC 18 2013 day of _____ 2013, _____, Philippines affiant personally exhibited to me her Tax Identification No. _____ issued on _____ 2013, at _____.

Doc. No.: 103
Page No.: 21
Book No.: OC
Series of 2013


ATTY. DANTE V. GIL
NOTARY PUBLIC
UNTIL JAN. 08, 2014
PTR No. 9610877 / Jan. 08, 2013 / Angono Rizal
IDP No. 831360 / Jan. 08, 2013
CIL No. 18629

PISHON INDUSTRIES, INC.

#32 Bicameral Rd., Violago Subd., Batasan Hills Quezon City
Tel. nos.: 9524564 / 4288246 / 2119606

BOARD RESOLUTION

At a special meeting of the Board of Directors of PISHON INDUSTRIES, INC. convened on December 12, 2013, the following were proposed and approved:

WHEREAS, PISHON INDUSTRIES, INC. has manifested its intention to enter into a bid contract with the Department of Foreign Affairs - Bid and Awards Committee registered at 2330 Roxas Boulevard, Pasay City.

WHEREAS, there is a need to authorize one of its Officers to enter into a contract with the said agency or instrumentality of the Government for and in behalf of the company

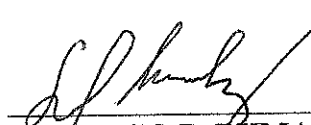
RESOLVED, as it is hereby resolved that the corporation does hereby name, constitute and appoint **MS. MYLEEN L. BUMANGLAG**, President / General Manager, to be its true and authorized representative and attorney-in-fact, and on behalf of the Corporation, to do and perform the following administrative acts in relation to the bidding requirements of DFA - Bids and Awards Committee (DFA-BAC), to wit:

- 1) Make, sign, execute and deliver documents, affidavits, contracts, letters of instruction and authorization, and other related documents with the Department of Finance-Bids and Awards Committee, or any entities thereof, upon terms and condition acceptable to the Corporation's attorney-in-fact.

"RESOLVED, FINALLY, as it is hereby resolved that the Corporate Secretary be authorized to issue certification(s) relative to the foregoing resolutions."

Signed on this 12th day of December, 2013 at Batasan Hills, Quezon City, Philippines.


MARIZEL L. AMODO
Board of Director


DOMINGO P. BUMANGLAG
Board of Director


MYLA BUMANGLAG
Corporate Secretary

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

BEFORE ME, A Notary Public for and in Quezon City personally appeared the **MATER DEI SCHOOL SYSTEM, INCORPORATED**, Board of Directors with their ID no. above-cited, known to me and to be known to be the same persons who executed the foregoing instrument and the same acknowledge to me with own free act and voluntary deed.

WITNESS MY HAND AND SEAL this DEC 18 day of 2013, 2013 at Quezon City.

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Book No. 86
Series of 2013


ATTY. DANTE V. GIL

NOTARY PUBLIC

UNTIL JAN. 08, 2014

PTR No. 9610877 / Jan. 08, 2013 / Angono Rizal

IBP No. 831360 / Jan. 08, 2013

ROL No. 18629

Bid Form

Date: December 23, 2013
Invitation to bid No: PB-GS-028-2013

To: Department of Foreign Affairs

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/deliver/perform Potable water supply in conformity with the said Bidding Documents for the sum of ONE MILLION TWO HUNDRED EIGHTY SEVEN THOUSAND SEVEN HUNDRED FIVE AND SIXTY CENTAVOS, P 1,287,705.60 inclusive of vat or such others 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, amount, 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 |
|------------------------------|------------------------|--------------------------------------|
| <u>None</u> | <u>None</u> | <u>None</u> |
| (if none, state "None") | | |

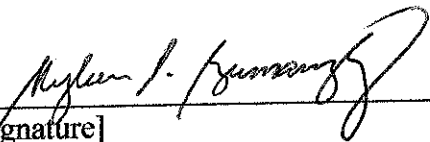
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notice of Award, shall be binding upon us.

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

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

Date this 23rd day of December 2013




[signature]

President
[in the capacity of]

Duly authorized to sign Bid for and on behalf of Pishon Industries, Inc.

[Bidder must present proof of authority to sign for and in behalf of the company/entity making the bid]





For Goods Offered From Within the Philippines

Name of Bidder: **Pishon Industries, Inc.**

Invitation to Bid Date: **December 23, 2013**

| <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
|---------------------------------|-------------------------------|---------------------------------|------------------|-----------------------------------|
| Water Containers and Dispensers | Quantity | Unit Price | Applicable Taxes | Total |
| Requirement: Potable Water | 132,480 gals = 26,496 cons | 48.60 / container (vat inc.) | P 138,044.16 | P 1,287,705.60 (vat inclusive) |

Based on requirement: Pishon Industries, Inc. will provide the following

| <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
|---|------------------|------------|------------------|----------|
| Water Containers and Dispensers | Quantity | Unit Price | Applicable Taxes | Total |
| 1. Pet bottles 552x2 = 1,104 Plus 20% buffer = 221 Total = 1325 | 1,325 containers | 0 | 0 | 0 |
| 2. Hot & Cold Dispenser 123 units Plus 10 units buffer Total = 133 | 133 units | 0 | 0 | 0 |

Note: If the Bidder will provide the water dispensers to Procuring Entity on free-lease basis, the bidder shall specify the number of dispensers and indicate "0" as the amount of the cost for the dispensers.

Mylen J. Benavides *ffgshim*

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.

| LOCATION | NUMBER OF CONTAINERS PER WEEK | OFFICE | DELIVERY |
|------------------------|-------------------------------------|-------------------------------------|--|
| 14 TH FLOOR | 8 | OUIER | 01 January 2014 to 31 December 2014 |
| 12 TH FLOOR | 17 | OUA/BFSE/EBCSG | |
| | 3 | BFSA | |
| | 5 | OUP | |
| Sub Total | 25 | | |
| 11 TH FLOOR | 18 | OSEC | |
| | 2 | DLU | |
| | 11 | OISS | |
| Sub Total | 31 | | |
| 10 TH FLOOR | 10 | CORATEL | |
| | 6 | MIS | |
| | 10 | UNIO | |
| Sub Total | 26 | | |
| 9 TH FLOOR | 12 | OSPPC | |
| | 9 | OMEAA | |
| Sub Total | 21 | | |
| 8 TH FLOOR | 12 | ASPAC | |
| | 8 | ASEAN | |
| Sub Total | 20 | | |
| 7 TH FLOOR | 5 | OAA | |
| | 6 | OEA | |
| Sub Total | 11 | | |
| 6 TH FLOOR | 8 | PROTOCOL | |
| | 2 | DFALF | |
| | 9 | PISU | |
| | 5 | OUSC | |
| | 8 | OAVS | |
| Sub Total | 32 | | |
| 4 TH FLOOR | 6 | OFM – Assec's Office | |
| | 3 | OFM – Disbursing | |
| | 3 | OFM – Planning | |
| | 14 | OFM – Foreign Service Accounting | |
| | 6 | OFM – Home Office Accounting | |
| | 3 | OFM – Budget | |
| | 2 | OFM – Cashier | |

| | | | |
|-----------|----|----------------------|---|
| | 5 | OFM – Internal Audit | } |
| | 5 | COA | |
| Sub Total | 47 | | |

| | | | |
|----------------------------------|-----|---|--|
| 3RD FLOOR | 5 | OPAS – Assec's Office | } 01 January 2014 to 31 December 2014 |
| | 2 | OPAS – Travel | |
| | 8 | OPAS – ASD | |
| | 6 | OPAS – PMD | |
| | 1 | OPAS – Disbursing | |
| | 1 | OPAS – RIU | |
| | 2 | OPAS – Hon Consul & Service Attache | |
| | 20 | OUMWA – Undersecretary's Office & ATN | |
| | 10 | OLA | |
| Sub Total | 55 | | |
| 2ND FLOOR | 3 | DFA Day Care Center | |
| | 4 | OUP/WPOS | |
| | 5 | CLINIC | |
| | 4 | PISU | |
| | 3 | MOAC/OCO | |
| | 6 | ACTION CENTER | |
| | 10 | IAS | |
| Sub Total | 35 | | |
| GROUND FLOOR AND BASEMENT | 5 | PROPERTY | |
| | 20 | ENGINEERING | |
| | 10 | TRANSPORTATION | |
| | 10 | CARPENTRY | |
| | 15 | CENTRAL RECORDS | |
| | 5 | CORATEL-TELEPHONE OPERATORS | |
| | 5 | MARINES | |
| Sub Total | 70 | | |
| OCA | 171 | Different Offices and Satellite Offices | |
| TOTAL | 552 | | |

Note: This Schedule of Requirements must be signed by the Bidder or its authorized representative with statement of conformity/compliance, and submitted together with other required documents on or before the Deadline for Submission of Bids.

Conforme:

[Signature]

[Name of Bidder's Authorized Representative]

[Company Name] *Pi Shon Industries Inc.*

CERTIFIED TRUE COPY
FROM THE ORIGINAL

Technical Specifications

| Item | Specification | Statement of Compliance |
|------|--|---|
| 1 | <p>Definition of Terms:</p> <p>In compliance with Administrative Order Nos. 18-A, s. 1993 and 39, s. 1996 issued by the Department of Health, the following shall be defined as follows:</p> <ol style="list-style-type: none"> 1. Purified water – water produced by distillation, deionization, reverse osmosis or other suitable process complying with the requirements for purified water provided in the latest addition of the United States pharmacopoeia (USP). 2. Drinking water – water obtained from an approved source that has undergone minimum treatment consisting of filtration (activated carbon or particulate) and ozonation or equivalent disinfection process. 3. Alkaline water – water that has a pH level greater than seven and is generally produced with the aid of a faucet-based water ionizer or alkalizer and features a number of health benefits, such as slow down of aging process, help in fighting tooth decay, prevent bone loss, normalize blood flow, among others; commonly called ionized water. 4. Bottled water – water that is placed in a sealed container or package and is offered for sale for human consumption as drinking water. 5. License to operate – a document issued by the BFAD to operators of processing plants who have been verified to be compliant with DOH's "good manufacturing practice" as well as the technical and documentary requirements prescribed under DOH A.O. Nos. 18-A and 39. 6. Certificate of Product Registration – a certification issued by BFAD – established standards. | <p>Comply</p> <p>Comply</p> <p>Comply</p> |
| 2 | <p>The supplier should be a holder of a valid license to operate a processing plant for bottled water and a certificate of product registration from BFAD. In case of a refilling station, necessary requirements such as valid license/permit to operate from relevant government agency shall be submitted.</p> <p><i>Supplier shall provide training on the proper cleaning, handling and care of water dispensers and containers</i></p> | <p>Comply</p> <p>Comply</p> |
| 3 | <p>The supplier shall coordinate the weekly distribution of not more than five hundred fifty two (552) containers of bottled water with OPAS-ASD. Delivery shall be made based on the list stated in the schedule of requirements provided.</p> | <p>Comply</p> |
| 4 | <p>The supplier shall provide ninety ¹²³ (90) new hot-and-cold</p> | <p>Comply</p> |

| | | |
|----|---|--------|
| | water dispensers for the use of the different offices. | |
| 5 | The supplier shall replace defective hot-and-cold water dispensers within twelve (12) hours from DFA's report of any defective dispensers. | Comply |
| 6 | The supplier shall recover empty containers of water during delivery. | Comply |
| 7 | Operation Permit from the Department of Health | Comply |
| 8 | Physical Chemical Examination of water done by a laboratory – result every 6 months. | Comply |
| 9 | At least, forty (40) hours seminar for water filling operators conducted by the UP Manila College of Public Health. | Comply |
| 10 | Sanitary Permit and License to Operate from BFAD or other relevant government agency. | Comply |
| 11 | Supplier must agree that its offices and production facilities be open to inspection from designated Department personnel at any time and with no prior notice. | Comply |

Note: This Technical Specifications must be signed by the Bidder or its authorized representative with statement of conformity/compliance, and submitted together with other required documents on or before the Deadline for Submission of Bids.

Conforme:

[Signature] *Arifin P. Bismarthy*
 [Name of Bidder's Authorized Representative]
 [Company Name] *Priyam Industries, Inc.*

**CERTIFIED TRUE COPY
FROM THE ORIGINAL**

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

Section IV. General Conditions of Contract (GCC) should be read in conjunction with Section V. Special Conditions of Contract (SCC) and other documents listed therein. Both the GCC and the SCC enumerates all the rights and obligations of the parties.

It is understood that the Bidder, by submitting a bid for the Project, has understood and agrees to all the terms and conditions contained in both the GCC and the SCC.

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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

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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. Initial payment shall be made not 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: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

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:

- 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.
- (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.

14. Use of Contract Documents and Information

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

15. Standards

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

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

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

17. Warranty

17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

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

18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon

as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

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

20. Settlement of Disputes

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

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

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

23. Termination for Default

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

plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

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

25. Termination for Convenience

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

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

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

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum 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) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and

- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not 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

Notes on the Special Conditions of Contract

This Section should be read and interpreted in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased.

The DFA-BAC, however, reserves the right to revise, modify or alter any and/or all of the provisions in the SCC in order to conform to the true intent of the Project.

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 1.1(g) | The Procuring Entity is <i>the Department of Foreign Affairs</i> |
| 1.1(i) | The Supplier is <i>[to be inserted at the time of contract award]</i> . |
| 1.1(j) | The Funding Source is the Government of the Philippines (GOP) through <i>the National Expenditure Program for FY 2014 in the amount of Two Million Five Hundred Thousand Pesos only (Php 2,500,000.00)</i> |
| 1.1(k) | The Project Site is the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City. |
| 5.1 | <p>The Procuring Entity's address for Notices is: <i>DFA Bids and Awards Committee (DFA-BAC) Secretariat 12th floor DFA Building, 2330 Roxas Blvd. Pasay City, 1300 Philippines</i></p> <p>The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></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 to the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City. 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 to the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City. 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 notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <p>(i) Original and four copies of the Supplier's invoice showing Goods'</p> |

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- 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 the Assistant Secretary of the Office of Personnel and Administrative Services (OPAS)

Incidental Services –

Hyd 11/11/11
Meyer H. S. J.

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

- (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:

- (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 one (1) year from the date of final acceptance.

Other spare parts and components shall be supplied as promptly as possible, but in any case within three (3) months of placing the order.

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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.

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| | <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 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. Payment shall be made in Philippine Pesos. |
| 13.4(c) | No further instructions. |
| 16.1 | The Procuring Entity reserves the right to conduct inspections and tests after delivery is made by the Supplier. |
| 17.3 | The Supplier shall provide one (1) year warranty on the Goods delivered counted from date of acceptance by the Procuring Entity. |
| 17.4 | The period for correction of defects within the warranty period is two weeks for material and/or workmanship. |
| 21.1 | No additional provision. But if the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity. |



NOTICE OF AWARD

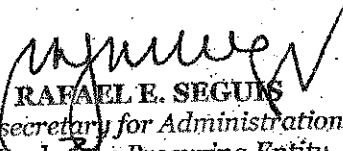
09 January 2014

Madam:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department of Foreign Affairs as contained in its Resolution No. 04-14, the Department is awarding the Contract for the procurement of Potable Water Supply for the DFA Main Office and Satellite Offices for FY 2014 to your firm, **PISHON INDUSTRIES**, for a period of one (1) year or from 01 January 2014 to 31 December 2014, in the amount of One Million Two Hundred Eighty-Seven Thousand Seven Hundred Five Pesos and Sixty Centavos (Php 1,287,705.60) only, inclusive of all taxes and other lawful charges, subject to the successful signing of the Contract and posting of the required performance security within ten (10) calendar days from receipt of this Notice.

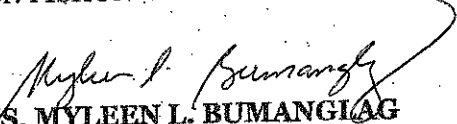
Very truly yours,

By authority of the Secretary of Foreign Affairs:


RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of the Procuring Entity

Conforme:

For: PISHON INDUSTRIES


MS. MYLEEN L. BUMANGLAG
Authorized Representative
PISHON INDUSTRIES
32 Bicameral Rd., Violago Subd.
Batasan Hills, Quezon City

Date: 2-3-14



Republic of the Philippines



Department of Foreign Affairs

Accountable Form No. 51
Revised January, 1992

ORIGINAL

DATE _____

04 FEB. 2014

№ 0680179

PAYOR

PISHON INDUSTRIES, INC.

| NATURE OF COLLECTION | AMOUNT | |
|-----------------------|----------|----|
| Payments Performance | P64,385. | 28 |
| Security for Potable | | |
| Water Supply for 2014 | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL ▶ | P64,385. | 28 |

AMOUNT IN WORDS SIXTY FOUR THOUSAND THREE
HUNDRED EIGHTY FIVE PESOS AND 28 KO ONLY

Received

- ☐ Cash
☐ Treasury Warrant
☒ Check
☐ Money Order

Received from the Amount Stated
Above

Treasury Warrant, Check, Money

MC#0000098391;

Date of Treasury Warrant, Check,

Money Order
04 Feb 2014

COLLECTING OFFICER

NOTE: Write the number and date of this receipt on the back of treasury warrant, check or money order received.

Myleen L. BUJANGIAG.

221-96-06

952-45-64



NOTICE OF AWARD

09 January 2014

Madam:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department of Foreign Affairs as contained in its Resolution No. 04-14, the Department is awarding the Contract for the procurement of Potable Water Supply for the DFA Main Office and Satellite Offices for FY 2014 to your firm, **PISHON INDUSTRIES**, for a period of one (1) year or from 01 January 2014 to 31 December 2014, in the amount of One Million Two Hundred Eighty-Seven Thousand Seven Hundred Five Pesos and Sixty Centavos (Php 1,287,705.60) only, inclusive of all taxes and other lawful charges, subject to the successful signing of the Contract and posting of the required performance security within ten (10) calendar days from receipt of this Notice.

Very truly yours,

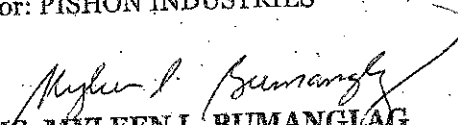
By authority of the Secretary of Foreign Affairs:


RAFAEL E. SEGUIS

Undersecretary for Administration
and Head of the Procuring Entity

Conforme:

For: PISHON INDUSTRIES


MS. MYLEEN L. BUMANGLAG
Authorized Representative
PISHON INDUSTRIES
32 Bicameral Rd., Violago Subd.
Batasan Hills, Quezon City

Date: 2-3-14



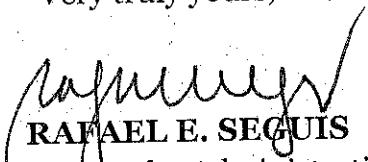
NOTICE TO PROCEED

06 March 2014

Madam:

Please be informed that pursuant to the Notice of Award dated 09 January 2014, issued by the Undersecretary for Administration and Head of the Procuring Entity, **PISHON INDUSTRIES**, is hereby given this Notice to Proceed and render its services to provide for the Procurement of Potable Water Supply for the DFA Main Office and Satellite Offices for FY 2014 in accordance with the requirements for procurement.

Very truly yours,


RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of the Procuring Entity

Conforme:

MS. MYLEEN L. BUMANGLAG
Authorized Representative
PISHON INDUSTRIES
32 Bicameral Rd. Violago Homes
Batasan Hills, Quezon City

NOTICE TO PROCEED

06 March 2014

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


Very truly yours,


RAFAEL E. SEGUIS

Undersecretary for Administration
and Head of the Procuring Entity

Conforme:

MS. MYLEEN L. BUMANGLAG
Authorized Representative
PISHON INDUSTRIES
32 Bicameral Rd. Violago Homes
Batasan Hills, Quezon City

| | |
|------------------------------------|---|
| Sr. Sp. Asst. N. Servigon |  |
| BAC Chairman E.D. Austria-Garcia | _____ |
| BAC Vice-Chairman J.V.Chan-Gonzaga | _____ |
| BAC Members: E.C. Yulo | _____ |
| G.P. Abiog | _____ |
| G.B. Musor | _____ |
| B.T.L. Santos | _____ |
| End-user Representative: | |
| Asst. Sec. M.Sta.Maria-Thjomeczek | _____ |
| BAC Secretariat: | |
| Head - A.O. Vallespin |  |
| A. De Asis-Del Mundo | _____ |
| S.P. Toledo |  |
| G.C. Fernandez | _____ |

952-45-64