



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

Resolution No. 2021-43

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a Public Bidding for the Project, "Supply and Delivery of Various Furniture," with an Approved Budget for the Contract of P4,685,000.00 through the authorized appropriations under the FY 2021 General Appropriations Act, as originally reflected in the CY 2021 Annual Procurement Plan (APP), with modifications under Supplemental APP No. 2, CY 2021;

WHEREAS, on June 15, 2021, the Invitation to Bid for the Project was posted on the Philippine Government Electronic Procurement System (PhilGEPS) website, the DBM website, and all DBM bulletin boards;

WHEREAS, seven (7) prospective bidders, namely: (i) ACMI Office Systems Phils., Inc.; (ii) Distinctive Blinds and Office Systems, Inc. (Distinctive); (iii) Global Empire International Group of Companies; (iv) Design and Function, Inc. (Design and Function); (v) Lee Designs Industries, Inc. (Lee Designs); (vi) Progress Home and Office Furnishings; and (vii) Asiaprime Commodities Corporation, responded to the said Invitation and attended the Pre-bid Conference via videoconferencing on June 22, 2021;

WHEREAS, Supplemental/Bid Bulletin No. 1 was issued on June 29, 2021 to clarify, modify or amend items in the Bidding Documents;

WHEREAS, during the submission and opening of bids on July 6, 2021, seven (7) bidders submitted their bids, namely: (i) Design and Function; (ii) MLTP Enterprises (MLTP); (iii) KLAC Consumer Goods Trading (KLAC); (iv) Asahi Design Centre, Inc. (Asahi); (v) Distinctive; (vi) Lee Designs; and (vii) Roseco Marketing Ventures (Roseco);

WHEREAS, after preliminary examination of the bids, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the submissions of all seven (7) bidders as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

WHEREAS, after evaluation of the financial components of the bids, the bids were ranked based on the total calculated bid prices to identify the Lowest Calculated Bid, as follows:

1. Roseco	-	P3,948,360.00
2. KLAC	-	P4,067,000.00
3. MLTP	-	P4,182,734.00
4. Design and Function	-	P4,422,200.00
5. Asahi	-	P4,579,200.00
6. Lee Designs	-	P4,648,031.68
7. Distinctive	-	P4,668,845.00

WHEREAS, the DBM-BAC accordingly declared the submission of Roseco as the Lowest Calculated Bid in the amount of P3,948,360.00;

WHEREAS, after verification, validation, and ascertainment of all statements made and documents submitted by Roseco, using non-discretionary criteria, as stated in the Bidding Documents, it was determined that the submission of Roseco passed all the criteria for post-qualification.

NOW, THEREFORE, for and in consideration of the foregoing premises, the DBM-BAC **RESOLVED**, as it is hereby **RESOLVED**, the following:

1. To declare the bid of Roseco Marketing Ventures for the Project, "Supply and Delivery of Various Furniture," in the amount of P3,948,360.00 as the Lowest Calculated and Responsive Bid, in accordance with Section 34.4 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184;
2. To recommend to the DBM Secretary, as the Head of the Procuring Entity, that the contract for the Project be awarded to Roseco Marketing Ventures in the above-mentioned amount, in accordance with Section 37.1.1 of the 2016 Revised IRR of RA No. 9184; and
3. To notify all other bidders, in writing, of the DBM-BAC's recommendation within three (3) calendar days from the issuance of the resolution recommending award of the contracts, pursuant to Section 37.1.1 of the 2016 Revised IRR of RA No. 9184.

ADOPTED, this 13th day of July 2021 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

 Thea Marie
Corinne F. Palarca

THEA MARIE CORINNE F. PALARCA
End-user Representative

 Digitally signed by
Virgilio A.
Umpacan, Jr.

VIRGILIO A. UMPACAN JR.
B.U.D.G.E.T. Representative

 Digitally signed by
Dante B. De Chavez

DANTE B. DE CHAVEZ
Member

 Digitally signed by
Rowel D. Escalante

ROWEL D. ESCALANTE
Member



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

JUL 29 2021

MR. LEOPOLDO C. VILLACARLOS

Roseco Marketing Ventures
2827 Unit I, Pilapil Street
Pasay City

Dear **Mr. Villacarlos**:

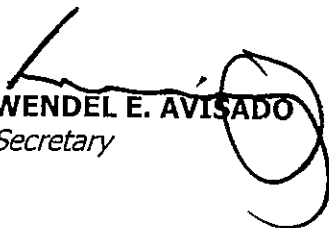
We are pleased to inform you that the contract for the Project, "Supply and Delivery of Various Furniture," is hereby awarded to Roseco Marketing Ventures in the amount of P3,948,360.00.

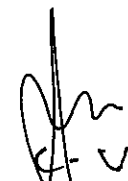
In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

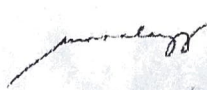
Thank you and God Bless.

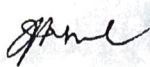
Very truly yours,


WENDEL E. AVISADO
Secretary

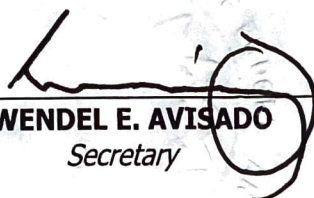

LEOPOLDO C. VILLACARLOS
8-2-21

 Digitally
signed by
Ryan S. Lita
RYAN S. LITA
Member

 Digitally signed by
Andrea Celene M.
Magtalas
ANDREA CELENE M. MAGTALAS
Vice Chairperson

 Digitally signed
by Janet B.
Abuel
JANET B. ABUEL
Chairperson

☒ Approved
☐ Disapproved


WENDEL E. AVISADO
Secretary

Date: _____



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE TO PROCEED

AUG 13 2021

MR. LEOPOLDO C. VILLACARLOS

Roseco Marketing Ventures
2827 Unit I, Pilapil Street
Pasay City

Dear **Mr. Villacarlos:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Supply and Delivery of Various Furniture," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO¹
Secretary



I acknowledge receipt and acceptance of this Notice on 8-24-21

Name of Authorized Representative: LEOPOLDO C. VILLACARLOS

Signature: 

¹ Per DBM Office Order No. 366 dated July 30, 2021, Undersecretary Tina Rose Marie L. Canda was designated as Officer-in-Charge of the Department from August 2-13, 2021, which includes the authority to undertake duties and responsibilities as Head of the Procuring Entity in accordance with the provisions of Republic Act No. 9184.

CONTRACT No. 2021-26

SUPPLY AND DELIVERY OF VARIOUS FURNITURE

This CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY, WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

ROSECO MARKETING VENTURES, a sole proprietorship duly organized and existing under the laws of the Republic of the Philippines, with office address at 2827 Unit I, Pilapil Street, Pasay City, represented by its **AUTHORIZED REPRESENTATIVE, LEOPOLDO C. VILLACARLOS**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Supply and Delivery of Various Furniture," and the bid of the Supplier was declared as the Lowest Calculated and Responsive Bid in the amount of Three Million Nine Hundred Forty-Eight Thousand Three Hundred Sixty Pesos (P3,948,360.00), hereinafter called the "Contract Price";




WHEREAS, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last August 2, 2021, and the Supplier posted its performance security in the form of a Performance Security Declaration on August 5, 2021, in the amount of N/A (P N/A);

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

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex	A	-	Bid Form
	B	-	Schedule of Requirements
	C	-	Technical Specifications
	D	-	General Conditions of Contract
	E	-	Special Conditions of Contract
	F	-	Notice of Award
	G	-	Performance Security


¹Per DBM Office Order No. 366 dated July 30, 2021, Undersecretary Tina Rose Marie L. Canda was designated as Officer-in-Charge of the Department from August 2-13, 2021, which includes the authority to undertake duties and responsibilities as Head of the Procuring Entity in accordance with the provisions of Republic Act No. 9184.

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the Supply and Delivery of Various Furniture, and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the Supply and Delivery of Various Furniture, and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.


IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ____ day of _____, 2021 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET
AND MANAGEMENT**


by:

TINA ROSE MARIE L. CANDA
Undersecretary
WENDEL E. AVISADO²
Secretary



ROSECO MARKETING VENTURES

by:

LEOPOLDO C. VILLACARLOS
Authorized Representative

SIGNED IN THE PRESENCE OF


THEA MARIE CORINNE F. PALARCA
Director IV
Administrative Service


FELIXBERTO S. RIVAS

ACKNOWLEDGMENT

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

MANILA **AUG 13 2021**
BEFORE ME, a Notary Public for and in the City of _____, Philippines on this _____ day
of _____, 2021 personally appeared the following:

NAME	VALID ID	VALID UNTIL
WENDEL E. AVISADO ³	DBM ID No. 4601	
TINA ROSE MARIE L. CANDA Undersecretary	DBM ID No. 0290	
LEOPOLDO C. VILLACARLOS	UMID No. 0033-4295533-1	

known to me to be the same persons who executed the foregoing Contract and who
acknowledged to me that the same is their free and voluntary act and deed and of the entities
they respectively represent.

This CONTRACT for the Supply and Delivery of Various Furniture was signed by the parties, and
their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of **AUG 13 2021**, 2021.

Doc. No 181;
Page No 27;
Book No 40;
Series of 2021.

ATTY. GARY CAMITAN AURE
NOTARY PUBLIC, ROLL NO. 60777
PTR No. 9826468, Issued on Dec 31, 2021 Manila
Commission No. 48747, Issued on Dec 31, 2021 Manila
MCLE No. VI-0006796 issued on Feb. 20, 2010 at Pasig City valid Until April 14, 2022
Office Address: G/F YMCA Building, 350 Antonio Villegas Street, Ermita, Manila

³Id.

BID FORM

Date : July 6, 2021

Project Identification No. : **DBM-2021-36**

To: Department of Budget and Management
General Solano Street
San Miguel, Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental/Bid Bulletin Number 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Supply and Delivery of Various Furniture** in conformity with the said PBDs for the sum of **Three Million Nine Hundred Forty-Eight Thousand Three Hundred Sixty Philippine Pesos (Php3,948,360.00)** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the details provided herein and made part of this Bid. The total bid price includes the cost of all taxes.

	Particulars	Quantity	Cost per Piece	Total Price (inclusive of VAT)
1	Executive High Back Chair (Leatherette)	27 pcs	4,390.00	118,530.00
2	Executive High Back Chair (Fabric)	46 pcs	4,190.00	192,740.00
3	Executive Mid Back Chair (Fabric)	35 pcs	4,000.00	140,000.00
4	Office Technical Chair	411 pcs	3,100.00	1,274,100.00
5	Executive Visitor's Chair	6 pcs	3,100.00	18,600.00
6	Visitor's Chair (Leatherette)	42 pcs	2,600.00	109,200.00
7	Visitor's Chair (Fabric)	38 pcs	2,200.00	83,600.00
8	Conference Chair	152 pcs	3,700.00	562,400.00
9	Executive Conference Chair	13 pcs	5,100.00	66,300.00
10	Four-Seater Sofa	1 pc	22,000.00	22,000.00
11	Three-Seater Sofa	21 pcs	19,150.00	402,150.00
12	Two-Seater Sofa	27 pcs	16,250.00	438,750.00
13	One-Seater Sofa	18 pcs	13,250.00	238,500.00
14	Monoblock Chair	200 pcs	500.00	100,000.00
15	Rectangular Monoblock Table	40 pcs	3,000.00	120,000.00
16	Four-Seater Gang Chair	4 pcs	5,285.00	21,140.00
17	Writing Board	3 pcs	13,450.00	40,350.00
	Total			Php 3,948,360.00

If our Bid is accepted, we undertake:

- to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us 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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of Songa Koh Uy/Roseco Marketing Ventures as evidenced by the attached Special Power of Attorney.

We acknowledge that failure to sign each and every page of this Bid Form shall be a ground for the rejection of our bid.

Name: Leopoldo C. Villacarlos

Legal capacity: Sales Consultant

Signature:  _____

Duly authorized to sign the Bid for and behalf of: Songa Koh Uy/Roseco Marketing Ventures

Date: July 6, 2021

Section VI. Schedule of Requirements

The delivery schedule stipulates hereafter the date of delivery to the project site.

Item	Description	Quantity	Delivery Schedule
1	Executive High Back Chair (Leatherette)	27 pcs	Within sixty (60) calendar days upon receipt of Notice to Proceed
2	Executive High Back Chair (Fabric)	46 pcs	
3	Executive Mid Back Chair (Fabric)	35 pcs	
4	Office Technical Chair	411 pcs	
5	Executive Visitor's Chair	6 pcs	
6	Visitor's Chair (Leatherette)	42 pcs	
7	Visitor's Chair (Fabric)	38 pcs	
8	Conference Chair	152 pcs	
9	Executive Conference Chair	13 pcs	
10	Four-Seater Sofa	1 pc	
11	Three-Seater Sofa	21 pcs	
12	Two-Seater Sofa	27 pcs	
13	One-Seater Sofa	18 pcs	
14	Monoblock Chair	200 pcs	
15	Rectangular Monoblock Table	40 pcs	
16	Four-Seater Gang Chair	4 pcs	
17	Writing Board	3 pcs	
18	Submission of Warranty Certificate by the Supplier	-	Within three (3) working days from the date of acceptance by the DBM-Administrative Service (AS)

- * The period for the performance of the obligations under the Contract shall not be beyond the validity of the appropriation for the Project.
- ** The delivery schedule indicated herein may be modified by the DBM-AS during contract implementation with prior notice, written or verbal, to the Supplier. The DBM may likewise impose suspension of the project at any time during implementation, if necessary.

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

Roseco Marketing Ventures

Name of Company/Bidder


Leopoldo C. Villacarlos

Signature Over Printed Name of Representative

July 6, 2021


Date

**STATEMENT ON THE PRODUCTION/DELIVERY SCHEDULE AND PROCEDURE
ON HOW TO PROCEED WITH THE PROJECT**

In reference to the project **Supply and Delivery of Various Furniture**, we hereby state to comply with the production/delivery schedule of within sixty (60) calendar days upon receipt of Notice to Proceed in accordance with Section VI. Schedule of Requirements.

We would proceed with the project in accordance with a method that involves the following procedure:

1. Site re-verification and markings
2. Documentation and shop drawings
3. Prototype and swatches approval
4. Material Preparation
5. Production lead time – rough-in works
6. Production lead time – finishing works
7. Quality & Quantity inspection
8. Final production lead time – re-touching works
9. Packaging of finished goods
10. Delivery on site
11. Installation of furniture
12. Clean-up and handover



Leopoldo C. Villacarlos
Sales Consultant
Roseco Marketing Ventures
July 6, 2021

Section VII. Technical Specifications

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Item	Description	Quantity	Bidder's Statement of Compliance
1	Executive High Back Chair (Leatherette) High back swivel with armrest, lumbar support, polyurethane cushion with at least 2mm leatherette (thickness) upholstered seat, starbase with caster, gas lift Color: submit swatches for approval	27 pcs	Comply
2	Executive High Back Chair (Fabric) High back swivel with armrest, lumbar support, polyurethane cushion with fabric upholstered seat, starbase with caster, gas lift Color: submit swatches for approval	46 pcs	Comply
3	Executive Mid Back Chair (Fabric) Mid-high back swivel with armrest, lumbar support, polyurethane cushion with fabric upholstered seat, starbase with caster, gas lift Color: submit swatches for approval	35 pcs	Comply
4	Office Technical Chair Mid-high back swivel with armrest, lumbar support, fabric upholstered, back tilt, gas lift starbase with caster with lock Color: submit swatches for approval	411 pcs	Comply
5	Executive Visitor's Chair Dimension: 500-550mm (W) x 520-570mm (D) x 800-850mm (HT) High back swivel with armrest, lumbar support, polyurethane cushion with at least 2mm leatherette (thickness) upholstered seat, starbase with caster, gas lift Color: submit swatches for approval	6 pcs	Comply
6	Visitor's Chair (Leatherette) Dimension: 490-500mm (W) x 510-520mm (D) x 790-800mm (HT) Mid-high back, leatherette with at least 2mm thickness, polyurethane cushion, foam on padded armrest, sled type black legs Color: submit swatches for approval	42 pcs	Comply
7	Visitor's Chair (Fabric) Dimension: 490-500mm (W) x 510-520mm (D) x 790-800mm (HT) Mid-high back fabric, polyurethane cushion foam on padded armrest, sled type black legs Color: submit swatches for approval	38 pcs	Comply
8	Conference Chair Mid-high back swivel with armrest, lumbar support, polyurethane cushion with fabric upholstered seat, starbase with caster, gas lift Color: submit swatches for approval	152 pcs	Comply
9	Executive Conference Chair High back swivel, lumbar support, polyurethane cushion with at least 2mm leatherette (thickness) upholstered seat.	13 pcs	Comply

10	Four-Seater Sofa Dimension: 2565-2615mm (W) x 790-840mm (D) x 840-910mm (HT) Frame: Traditional kiln dried wood framing Metal legs in chrome finish High resilience polyurethane cushion Leatherette with at least 2mm thickness Note: submit style and color swatches for approval	1 pc	Comply
11	Three-Seater Sofa Dimension: 2400-2450mm (W) x 790-840mm (D) x 840-910mm (HT) Frame: Traditional kiln dried wood framing Metal legs in chrome finish High resilience polyurethane cushion Leatherette with at least 2mm thickness Note: submit style and color swatches for approval	21 pcs	Comply
12	Two-Seater Sofa Dimension: 1346-1390mm (W) x 790-840mm (D) x 840-910mm (HT) Frame: Traditional kiln dried wood framing Metal legs in chrome finish High resilience polyurethane cushion Leatherette with at least 2mm thickness Note: submit style and color swatches for approval	27 pcs	Comply
13	One-Seater Sofa Dimension: 900-950mm (W) x 790-840mm (D) x 840-910mm (HT) Frame: Traditional kiln dried wood framing Metal legs in chrome finish High resilience polyurethane cushion Leatherette with at least 2mm thickness Note: submit style and color swatches for approval	18 pcs	Comply
14	Monoblock Chair With backrest, no arm rest Color: white	200 pcs	Comply
15	Rectangular Monoblock Table 6-seater Dimension: 30" x 48" with 30" Height Color: White	40 pcs	Comply
16	4-Seater Gang Chair Dimension: 1800-2330mm (L) x 650-680mm (W) x 635-780mm (HT) Mid-high with arms, chrome plated seat and back with six (6) legs, located at the middle and both ends	4 pcs	Comply
17	Writing Board Whiteboard, magnetic, movable minimum 4ft x 8ft with caster and aluminium base frame	3 pcs	Comply
Warranty: One (1) year on parts and services, or replacement of unit(s) if not repairable. Comply			

Note: The color swatches and style should be submitted by the winning bidder during contract implementation, upon instruction of the DBM-AS.

I hereby certify to comply with all the above Technical Specifications.

Roseco Marketing Ventures

Name of Company/Bidder


Leopoldo C. Villacarlos

Signature Over Printed Name of Representative

July 6, 2021

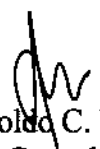
Date

MANPOWER REQUIREMENTS

List of Roseco Marketing Ventures personnel to be assigned to the Contract to be Bid:

Supply and Delivery of Various Furniture

1. Songa K. Uy
Designation: Proprietress and Owner
2. Gabino K. Uy
Designation: Project Manager
3. Rosy K. Uy
Designation: Accounting Manager
4. Maricar A. Arroza
Position: Office Secretary
5. Leopoldo C. Villacarlos
Position: Project Coordinator and Sales Consultant
6. Felixberto S. Rivas
Position: Project Coordinator
7. Joseph V. Del Monte
Position: Production Head
8. Jayson O. Clavo
Position: Installation Head
9. Andy O. Lusay
Position: Installer
10. Bobet T. Timan
Position: Driver
11. Charlie D. Monte
Position: Delivery Staff




Leopoldo C. Villacarlos
Sales Consultant
Roseco Marketing Ventures
July 6, 2021

AFTER-SALES SERVICE/PARTS

Roseco Marketing Ventures hereby warrants our products for a period of one (1) year from the signing date of Certificate of Completion and Acceptance. Our product shall remain free from all defects in workmanships, materials and factory. Furthermore, our products shall comply with all the specific requirements stated in the Specifications and other Contract Documents governing the ITB.

Roseco Marketing Ventures shall provide after-sales service, support, and parts replacement for a period of one (1) year.

It is understood and agreed that in the event of defects and the necessity of making repairs, the Owner will immediately notify Roseco Marketing Ventures in writing of its conditions and shall give us reasonable time in which to make such repairs. If any person, firm, or corporation other than Roseco Marketing Ventures has performed or attempted to perform any repairs to the items listed in the ITB, this warranty shall become null and void. This warranty does not cover any repairs made by anyone other than Roseco Marketing Ventures or one of our authorized representatives.



Leopoldo C. Villacarlos
Sales Consultant
July 6, 2021

Section IV. General Conditions of Contract

1. Scope of Contract

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. All the provisions of RA No. 9184 and its 2016 Revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 Revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the 2016 Revised IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 Revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (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.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 Revised IRR of RA No. 9184.
- 5.2 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, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<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>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Director Thea Marie Corinne Palarca, Administrative Service (AS).</p> <p>Incidental Services</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and 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. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

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.

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 force majeure.</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>Intellectual Property 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>
2.2	<p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit; b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised IRR of RA No. 9184, in lieu of the unnotarized PSD.
3	<p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;

	<p>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</p> <p>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</p>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior written notice to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

JUL 29 2021

MR. LEOPOLDO C. VILLACARLOS

Roseco Marketing Ventures
2827 Unit I, Pilapil Street
Pasay City

Dear **Mr. Villacarlos**:

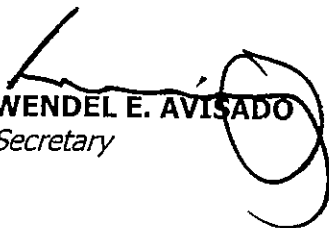
We are pleased to inform you that the contract for the Project, "Supply and Delivery of Various Furniture," is hereby awarded to Roseco Marketing Ventures in the amount of P3,948,360.00.

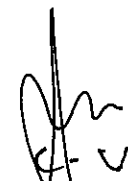
In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary


LEOPOLDO C. VILLACARLOS
8-2-21

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

X-----X

PERFORMANCE SECURING DECLARATION
Invitation to Bid: DBM-2021-36

To: Department of Budget and Management
General Solano Street, San Miguel, Manila

I, the undersigned, declare that:

1. I understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I accept that I will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I have violated my obligations under the Contract.
3. I understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims files against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.


IN WITNESS WHEREOF, I have hereunto set my hand this day of AUG 03 2021
at _____, Philippines.


LEOPOLDO C. VILLACARLOS
Sales Consultant
Affiant

SUBSCRIBED AND SWORN to before me this day of AUG 03 2021 at
QUEZON CITY, Philippines.



Affiant exhibited to me his Unified Multi-Purpose ID with no. 0033-4295533-1 issued on October 15, 2015 at Carmona, Cavite.

Witness my hand and seal this day of AUG 03 2021.


CONCEPCION B. VILLARENA
Notary Public for Quezon City
Serial No. of Commission 114-2021/QC
Until December 31, 2021
Notary Public for 114-2021/QC
PTR No. 003179 / 10-22-2019 / QC
Roll of Attorneys No. 30457 / 05-09-80
PTR No. 1-0630379 / 2-2-2010 / place issued
IBP No. 1-0630379 / 2-2-2010 / place issued
Adm. Matter No. 132-3447-7 / 4
TIN No. 132-3447-7 / 4

Doc. No. 118
Page No. 25
Book No. 41
Series of 2021.

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 **REPUBLIC OF THE PHILIPPINES**
Unified Multi-Purpose ID 

CRN - 0033-4295533-1


SURNAME **VILLACARLOS**

GIVEN NAME **LEOPOLDO**

MIDDLE NAME **CATE**

SEX **MALE**

DATE OF BIRTH **1978/07/28**

SIGNATURE 

ADDRESS
**BLK 15 LOT 3 AREA J BRGY. DELAS
ALAS GENERAL MARIANO ALVAREZ
CAVITE PHL 4117**

