

## CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of AUG 15 2022 2022 between **Department of Budget and Management Regional Office VIII** of the Philippines (hereinafter called "the Entity") of the one part and **LGC Design Option Office Furnitures of Santa Maria, Bulacan, Philippines** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, particularly, **Supply, Delivery, and Installation of Office Partitioning System (Lot 1)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Two Million Pesos (₱2,000,000.00) Only** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
  - i. Schedule of Requirements;
  - ii. Technical Specifications;
  - iii. General and Special Conditions of Contract; and
  - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of **Two Million Pesos (₱2,000,000.00) Only** or such other sums as may be ascertained, **LGC Design Option Office Furnitures** agrees to provide **Office Partitioning System** in accordance with his/her/its Bid.
4. The **Department of Budget and Management Regional Office VIII** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**IMELDA C. LACERAS**

for:

Department of Budget and Management  
Regional Office VIII

  
**MARIA LIZA G. CENTINA**

for:

LGC Design Option Office Furnitures

#### Acknowledgment

*[Format shall be based on the latest Rules on Notarial Practice]*

Subscribed and sworn to before me on this  
AUG 15 2022 at Quezon City.

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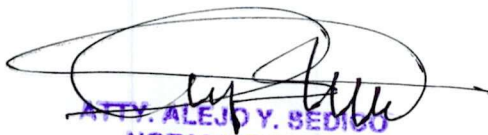
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**ATTY. ALEJO Y. SEDICO**  
**NOTARY PUBLIC**  
**VALID UNTIL DECEMBER 31, 2022**  
**PTR NO. 2463**

## Section VI. Schedule of Requirements

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

ITEM	DESCRIPTION	Quantity	Total	Delivered Weeks/Months
1.	Supply, Delivery, and Installation of Office Partitioning System	1	1	To be delivered within thirty (30) days on weekends, holidays and after office hours upon receipt of Notice to Proceed and Purchase Order, to DBM Regional Office VIII, Marasbaras, Tacloban City

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

LGC DESIGN OPTION OFFICE FURNITURES

(Name of Bidder/Company)

MARIA LIZA CENTINA

(Signature over Printed Name of Representative)

PROPRIETOR

(Legal Capacity)



# Technical Specifications

ITEM	DESCRIPTION	Statement of Compliance
1.	<p><b>Supply, Delivery, and Installation of Office SUPPLY, DELIVERY, AND INSTALLATION OF OFFICE PARTITIONING SYSTEM</b></p> <p><b>A. Restructuring of Office Systems by Installing New Panels and Furnitures, Refurbishing of existing Panels, Tables, Cabinets including Dismantling, Repair, Re-upholstery and Installation, and Repair and Re-upholstery Office of the RD's Sofa, and Executive Chair.</b></p> <p>Supply, Delivery, and Installation of the following half &amp; full Fabric &amp; half glass/half fabric partition including worktops &amp; wavetops (laminated wood), and furniture: Color of fabric: Shades of Blue</p>	COMPLY
	<p><b>DIRECTOR'S OFFICE (new)</b></p> <p>1 Set 3-Seater Sofa, 2-Single Seater Sofa (Materials: Burlap Fabric Color: Brown or Dark Cream) with Center Table &amp; Side Table (Material for tables: Wood at least Good Lumber; Color: brown or wood finish) At least 5 panels Floor to Ceiling Partition with frosted glass (2.60mHt x 3.73mW) 2 End Post (2.60mHt)"</p>	COMPLY
	<p><b>ASSISTANT DIRECTOR'S OFFICE (new)</b></p> <p>1 High Cabinet with swing out door with glass door (Material: Laminated Wood see sample in RD's room; Color: brown or wood finish) (0.80W x 0.45D x 1.80Ht) 1 Swing out door (1.00mHt x 0.80mW) (same with the partition material) 1 2-Seater Sofa (Material: Burlap Fabric Color: Brown or Dark Cream) 1 Conference Table 1.80L x 0.90D x 0.75H (Material: Wood, atleast Good Lumber; Color: brown or wood finish) 6 Conference Chair Medium Back (Swivel Chair)</p>	COMPLY
	<p><b>LIBRARY (new)</b></p> <p>Atleast 3 panels Side Partition with frosted glass (2.00mHt x 3.28mW) Atleast 3 panels Side Partition with frosted glass (2.00mHt x 2.97mW)</p>	COMPLY



<p>Atleast 4 panels Front Partition with frosted glass (2.00mHt x 3.70mW) 1 Door Partition (2.00mHt x 0.80mW) 2 L-Connector (2.00mHt) 4 End Post (2.00mHt) 4 Folding Table 1.80m x 0.60m (Material: PVC with metal frame; Color: Black) 12 Stackable Chair (Material: PVC with metal frame; Color: Black) 4 wooden Cabinet with sliding glass door (0.88W x 0.40D x 1.76Ht) 1 wooden Low Cabinet with sliding door (0.90W x 0.45D x 0.74Ht)</p>	
<p><b>3 DIVISION HEAD (new)</b> <b>DIVISION A</b> Atleast 3 panels Side Partition with Frosted Glass (1.80mHt x 3.24mW) 2 pcs 1 panel front Partition with Frosted Glass (1.80mHt x 0.90mW each for left and right) 1set Executive Table 1.80 x 0.80 with Side Return Desk (Material: Laminated Wood; Color: Brown or wood finish) 2 sets Made to Order Cabinet with swing out door (1.62W x 0.45D x 0.75Ht) (Material: Laminated Wood; Color: Brown or wood finish) 1 Mobile Drawer 1 Posture Chair</p>	COMPLY
<p><b>DIVISION B</b> Atleast 3 panels Side Partition with Frosted Glass (1.80mHt x 3.27mW) 2 pcs 1 panel front Partition with Frosted Glass (1.80mHt x 0.90mW each for left and right) 1set Executive Table 1.80 x 0.80 with Side Return Desk 2 sets Made to Order Cabinet with swing out door (1.63W x 0.45D x 0.75Ht) 1 Mobile Drawer 1 Posture Chair</p>	COMPLY
<p><b>DIVISION C</b> Atleast 2 panels front Partition with Frosted Glass (1.80mHt x 0.90mW each) 1set Executive Table 1.80 x 0.80 with Side Return Desk (Material: Laminated Wood; Color: Brown or wood finish) 2 sets Made to Order Cabinet with swing out door (1.68W x 0.45D x 0.75Ht) (Material: Laminated Wood; Color: Brown or wood finish) 1 Mobile Drawer 1 Posture Chair</p>	COMPLY
<p><b>Staff</b> <b>DIVISION A</b> Atleast 1 panel side Partition (1.20mHt x 0.66mW) Atleast 2 panels front Partition (1.20mHt x 1.62mW) Work top table (0.60m x 1.5m) Side table top (0.45m x 1.00m less provision for pillar shown in attached layout)</p>	COMPLY
<p><b>DIVISION B</b> Atleast 1 panel side Partition</p>	COMPLY

	(1.20mHt x 0.66mW) Atleast 2 panels front Partition (1.20mHt x 1.62mW) Work top table (0.60m x 1.5m) Side table top (0.45m x 1.00m less provision for pillar shown in attached layout)	
	<b>DIVISION C</b> Atleast 1 panel side Partition (1.20mHt x 0.66mW) Atleast 2 panels front Partition (1.20mHt x 1.69mW)	COMPLY
	<b>PANTRY (new)</b> 1 Set 6-Seater Dining Table with Chairs (Material: Wood base atleast good lumber and Glass top; Color: Brown or Wood Finish)	COMPLY
	<b>ADMIN (new)</b> Front Partition with Door 1 Door Partition (1.50mHt x 0.90mW)	COMPLY
	<b>Records</b> 1 Counter top (1.40W x 0.45D)	COMPLY
	<b>Additional Admin Staff</b> 1st Level At least 4 panels front Partition (1.00mHt x 2.40mW) 2 sets of 1 panel side Partition (1.00mHt x 0.70mW) 2 sets Panel Hung Desktop (1.20 x 0.60 each) 2 Connector L (1.00mHt) 1 Connector T (1.00mHt) 3 End Trim (1.00mHt) 2 Mobile Drawer 2 Posture Chair	COMPLY
	<b>2nd Level</b> At least 4 panels front Partition (1.00mHt x 2.80mW) 2 sets of 1 panel side Partition (1.00mHt x 1.20mW) 2 sets Panel Hung Desktop (1.40 x 0.60 each) 2 Connector L (1.00mHt) 1 Connector T (1.00mHt) 3 End Trim (1.00mHt) 2 Mobile Drawer 2 Posture Chair	COMPLY
	<b>CAO</b> 1 Mobile Drawer 1 Posture Chair	COMPLY
	<b>BREAST FEEDING AREA (new)</b> 1 SET PVC folding door high grade material front (1.80mHt x 3.25mW) side (1.8mHt x 2.18mW)	COMPLY
<b>SCOPE OF WORK:</b> Supply, Delivery, and Installation of the above-mentioned materials, furnitures, and fixtures. Refurbishing of partition panels, tables, cabinets which includes its repositioning, dismantling, repair, re-upholster (shade of blue fabric) and installation of the following:		
	<b>DIRECTOR'S OFFICE</b> Refurbish and repair of the following: 3 Panels Floor to Ceiling Partition with frosted glass (1.51mW x 2.6mHt) 3 Panels Floor to Ceiling Partition with frosted glass (1.51mW x 1.85mHt) Partition Door (0.9mWx2.00mHt)	COMPLY



	Wall Panel above the door (0.5mHt x 0.9mW) Reposition and Dismantling of 3 Panels Partition (2.93mW x 1.8mHt) to FAD Area atleast 3panels partition (2.12mW x 1.5mHt)	
	<b>ASSISTANT DIRECTOR'S OFFICE</b> 5 Panels Floor to Ceiling Partition with frosted glass (3.11mW x 2.6mHt) Partition Door (2.00mHt x 0.90mW)	COMPLY
	<b>ASSISTANT DIRECTOR'S and DIRECTOR'S SECRETARY</b> 2 Side Panels (0.69mW x 1.00mHt) 2 Front Panels (1.62mW x 1.00mHt) Counter Top (1.52m x 0.45m)	COMPLY
	<b>TECHNICAL DIVISION</b> To reposition, repair, and refurbish the following: 3pcs Countertop (1.50m x 0.45m each) 3pcs 2 panel (1.00mHt x 1.50mW each) 4 side panels (0.66mW x 1.00mHt each) 3 table (1.50m x 0.60m each) as additional materials for the attached layout with the following technical specifications: (Please see attached 2nd floor layout)	COMPLY
	<b>TECHNICAL DIVISION A</b> <b>Supervising</b> 2 front panels partition with Frosted Glass (1.50mHt x 1.70mW) (left side facing towards DC) 1 panel partition with Frosted Glass (1.50mHt x 0.82mW) P-Shaped free standing table (1.60mL x 0.80mW) Side Table Top (0.47mW x 1.00mL)	COMPLY
	<b>Senior and BMS:</b> 1 set of 2 front panels partition (1.20mHt x 1.62mW) 1 set of 1 side panel partition (1.20mHt x 0.66mW) 1 set Worktop Table (1.50mL x 0.60mW) 1 set Side Table Top (1.00mL x 0.45mW)	COMPLY
	<b>Reposition:</b> 1 set Worktop Table (1.50mL x 0.60mW) 1 set Side Table Top (1.00mL x 0.45mW) 1 set of At least 2 front panels partition (1.00mHt x 1.62mW) 1 set of at least 1 side panel partition (1.00mHt x 0.66mW)	COMPLY
	<b>BMAN</b> 2 sets of 2 front panels partition (1.00mHt x 1.62mW) 2 sets of 1 side panel partition (1.00mHt x 0.66mW) 3 sets Worktop Table (1.50mL x 0.60mW) 3 sets Side Table Top (1.50mL x 0.61mW)	COMPLY
	<b>TECHNICAL DIVISION B</b> <b>Supervising</b> 2 front panels partition with Frosted Glass (1.50mHt x 1.70mW) (right side facing towards DC) 1 panel partition with Frosted Glass (1.50mHt x 0.82mW) P-Shaped free-standing table (1.60mL x 0.80mW) Side Table Top (0.47mW x 1.00mL)	COMPLY
	<b>Senior and BMS:</b>	COMPLY



1 set of 2 front panels partition (1.20mHt x 1.62mW) 1 set of 1 side panel partition (1.20mHt x 0.66mW) 1 set Worktop Table (1.50mL x 0.60mW) 1 set Side Table Top (1.00mL x 0.45mW)  Reposition: 1 set Worktop Table (1.50mL x 0.60mW) 1 set Side Table Top (1.00mL x 0.45mW) 1 set of atleast 2 front panels partition (1.00mHt x 1.62mW) 1 set of atleast 1 side panel partition (1.00mHt x 0.66mW)	
<b>BMAN</b> 2 sets of 2 front panels partition (1.00mHt x 1.62mW) 2 sets of 1 side panel partition (1.00mHt x 0.66mW) 3sets Worktop Table (1.50mL x 0.60mW) 3sets Side Table Top (1.50mL x 0.61mW)	COMPLY
<b>TECHNICAL DIVISION C</b> <b>Supervising</b> front panels partition with Frosted Glass (1.50mHt x 1.70mW) (left side facing towards DC) 1 panel partition with Frosted Glass (1.50mHt x 0.82mW) P-Shaped free standing table (1.60mL x 0.80mW) Side Table Top(0.47mW x 1.00mL)	COMPLY
<b>Senior and BMS II:</b> 1 set of 2 front panels partition (1.20mHt x 1.62mW) 1 set of 1 side panel partition (1.20mHt x 0.66mW) 2 sets Worktop Table (1.50mL x 0.66mW) 2 sets Side Table Top (1.00mL x 0.66mW) 1 set 2 panels partition with frosted glass (2.04mW x 1.20mHt )	COMPLY
<b>BMS I and BMAN</b> 6 panel partition (4.72mW x 1.00mHt) Side panel (1.32mW x 1.00mHt) Side panel (0.69mW x 1.00mHt) 2 sets Center Panel (0.69mW x 1.00mHt) 2 sets Worktop Table (1.56mL x 0.69mW each) 1 set Worktop Table (1.60mL x 0.69mW) 1 set Side Table Top (0.63mL x 0.69mW) 1 set Side Table Top (1.47mL x 0.69mW)	COMPLY
<b>DIVISION PARTITIONS</b> 3 panels division partition with Frosted Glass (1.50mHt x 3.025mW) 9 panels division partition with Frosted Glass (1.50mHt x 6.5mW) 9 panels division partition with Frosted Glass (1.50mHt x 7.59mW) Provision of 1inch to 3inches margin of error for measurements.	COMPLY
<b>FINANCE AND ADMINISTRATIVE UNIT</b>  <b>RECORDS</b> 2 sets of 2 front panels partition (1.63mW x 1.00mHt) 1 Counter Top 4 sets of side panel (0.69mW x 1.00mHt) Dismantling and re-installation of acrylic barrier in Customer Help Desk new Counter Top	COMPLY

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<b>HR</b> 1 set of side panel partition (1.51mW x 1.20mHt) 4 front panels partition (3.18mW x 1.00mHt) 2 sets of side panels (0.69mW x 1.00mHt)	COMPLY
<b>FINANCE</b> 4 front panels partition (3.12mW x 1.00mHt) 2 sets of side panel (1.28mW x 1.00mHt each)	COMPLY
<b>CAO</b> 6 side panels partition with Frosted Glass (3.54mW x 1.5mHt) 2 front panels partition with Frosted Glass (2.08mW x 1.5mHt) 1 side panel partition with Frosted Glass (0.78mW x 1.5mHt) Note: Provision of 1inch to 3inches margin of error for measurements.	COMPLY
<b>Regional Directors's Office</b> Refurbishing and repositioning of existing Sofa, Executive Chair including repair and re-upholstery using leatherette"	COMPLY
<b>Warranty:</b> Table, Partition & Cabinets 1 year warranty against factory defect while for chairs 1 year warranty for the parts and mechanism	COMPLY
<b>Delivery Period:</b> Thirty (30) days on weekends, holidays and after office hours upon receipt of NOA and Notice to Proceed.	COMPLY
<b>Site inspection</b> is encouraged before scheduled pre-bid conference: (Schedule of Inspection: From Tuesday to Friday excluding Mondays, weekends and holidays from 9am to 10am or 4pm to 5pm only).	COMPLY

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

LGC DESIGN OPTION OFFICE FURNITURES  
(Name of Bidder/Company)

MARIA LIZA CENTINA  
(Signature over Printed Name of Representative)

PROPRIETOR  
(Legal Capacity)

## ***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.

<b>Lot Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
<b>1</b>	<b>Supply, Delivery, and Installation of Office Partitioning System</b>	<b>1</b>	<b>1</b>	<b>To be delivered within thirty (30) days on weekends, holidays and after office hours upon receipt of Notice to Proceed and Purchase Order, to DBM Regional Office VIII, Marasbaras, Tacloban City</b>



## ***Section VII. Technical Specifications***

Lot	Specification	Statement of Compliance
1	<p><b>SUPPLY, DELIVERY, AND INSTALLATION OF OFFICE PARTITIONING SYSTEM</b></p> <p><b>A. Restructuring of Office Systems by Installing New Panels and Furnitures, Refurbishing of existing Panels, Tables, Cabinets including Dismantling, Repair, Re-upholstery and Installation, and Repair and Re-upholstery Office of the RD's Sofa, and Executive Chair.</b></p> <p>Supply, Delivery, and Installation of the following half &amp; full Fabric &amp; half glass/half fabric partition including worktops &amp; wavetops (laminated wood), and furniture:</p> <p><b>Color of fabric:</b> Shades of Blue</p> <p><b>DIRECTOR'S OFFICE</b></p> <p><b>(new)</b></p> <p>1 Set 3-Seater Sofa, 2-Single Seater Sofa (Materials: Burlap Fabric Color: Brown or Dark Cream) with Center Table &amp; Side Table (Material for tables: Wood atleast Good Lumber; Color: brown or wood finish)</p> <p>atleast 5 panels Floor to Ceiling Partition with frosted glass (2.60mHt x 3.73mW)</p> <p>2 End Post (2.60mHt)"</p> <p><b>ASSISTANT DIRECTOR'S OFFICE</b></p> <p><b>(new)</b></p> <p>1 High Cabinet with swing out door with glass door (Material: Laminated Wood see sample in RD's room; Color: brown or wood finish) (0.80W x 0.45D x 1.80Ht)</p> <p>1 Swing out door (1.00mHt x 0.80mW) (same with the partition material)</p>	

1 2-Seater Sofa (Material: Burlap Fabric Color: Brown or Dark Cream)

1 Conference Table 1.80L x 0.90D x 0.75H  
(Material: Wood, atleast Good Lumber; Color: brown or wood finish)

6 Conference Chair Medium Back (Swivel Chair)

### **LIBRARY**

**(new)**

Atleast 3 panels Side Partition with frosted glass  
(2.00mHt x 3.28mW)

Atleast 3 panels Side Partition with frosted glass  
(2.00mHt x 2.97mW)

Atleast 4 panels Front Partition with frosted glass  
(2.00mHt x 3.70mW)

1 Door Partition (2.00mHt x 0.80mW)

2 L-Connector (2.00mHt)

4 End Post (2.00mHt)

4 Folding Table 1.80m x 0.60m (Material: PVC with metal frame; Color: Black)

12 Stackable Chair (Material: PVC with metal frame; Color: Black)

4 wooden Cabinet with sliding glass door  
(0.88W x 0.40D x 1.76Ht)

1 wooden Low Cabinet with sliding door (0.90W x 0.45D x 0.74Ht)

### **3 DIVISION HEAD**

**(new)**

#### **DIVISION A**

Atleast 3 panels Side Partition with Frosted Glass  
(1.80mHt x 3.24mW)

2 pcs 1 panel front Partition with Frosted Glass  
(1.80mHt x 0.90mW each for left and right)

<p>1set Executive Table 1.80 x 0.80 with Side Return Desk (Material: Laminated Wood; Color: Brown or wood finish)</p> <p>2 sets Made to Order Cabinet with swing out door (1.62W x 0.45D x 0.75Ht) (Material: Laminated Wood; Color: Brown or wood finish)</p> <p>1 Mobile Drawer</p> <p>1 Posture Chair</p> <p><b>DIVISION B</b></p> <p>Atleast 3 panels Side Partition with Frosted Glass (1.80mHt x 3.27mW)</p> <p>2 pcs 1 panel front Partition with Frosted Glass (1.80mHt x 0.90mW each for left and right)</p> <p>1set Executive Table 1.80 x 0.80 with Side Return Desk</p> <p>2 sets Made to Order Cabinet with swing out door (1.63W x 0.45D x 0.75Ht)</p> <p>1 Mobile Drawer</p> <p>1 Posture Chair</p> <p><b>DIVISION C</b></p> <p>Atleast 2 panels front Partition with Frosted Glass (1.80mHt x 0.90mW each)</p> <p>1set Executive Table 1.80 x 0.80 with Side Return Desk (Material: Laminated Wood; Color: Brown or wood finish)</p> <p>2 sets Made to Order Cabinet with swing out door (1.68W x 0.45D x 0.75Ht) (Material: Laminated Wood; Color: Brown or wood finish)</p> <p>1 Mobile Drawer</p> <p>1 Posture Chair</p> <p><b>Staff</b></p> <p><b>DIVISION A</b></p>	
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<p>Atleast 1 panel side Partition (1.20mHt x 0.66mW)</p> <p>Atleast 2 panels front Partition (1.20mHt x 1.62mW)</p> <p>Work top table (0.60m x 1.5m)</p> <p>Side table top (0.45m x 1.00m less provision for pillar shown in attached layout)</p> <p><b>DIVISION B</b></p> <p>Atleast 1 panel side Partition (1.20mHt x 0.66mW)</p> <p>Atleast 2 panels front Partition (1.20mHt x 1.62mW)</p> <p>Work top table (0.60m x 1.5m)</p> <p>Side table top (0.45m x 1.00m less provision for pillar shown in attached layout)</p> <p><b>DIVISION C</b></p> <p>Atleast 1 panel side Partition (1.20mHt x 0.66mW)</p> <p>Atleast 2 panels front Partition (1.20mHt x 1.69mW)</p> <p><b>PANTRY</b></p> <p><b>(new)</b></p> <p>1 Set 6-Seater Dining Table with Chairs (Material: Wood base atleast good lumber and Glass top; Color: Brown or Wood Finish)</p> <p><b>ADMIN (new)</b></p> <p><b>Front Partition with Door</b></p> <p>1 Door Partition (1.50mHt x 0.90mW)</p> <p><b>Records</b></p> <p>1 Counter top (1.40W x 0.45D)</p>	
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	<p><b>Additional Admin Staff</b></p> <p><b>1st level</b></p> <p>At least 4 panels front Partition (1.00mHt x 2.40mW)</p> <p>2 sets of 1 panel side Partition (1.00mHt x 0.70mW)</p> <p>2 sets Panel Hung Desktop (1.20 x0.60 each)</p> <p>2 Connector L (1.00mHt)</p> <p>1 Connector T (1.00mHt)</p> <p>3 End Trim (1.00mHt)</p> <p>2 Mobile Drawer</p> <p>2 Posture Chair</p> <p><b>2nd level</b></p> <p>At least 4 panels front Partition (1.00mHt x 2.80mW)</p> <p>2 sets of 1 panel side Partition (1.00mHt x 1.20mW)</p> <p>2 sets Panel Hung Desktop (1.40 x0.60 each)</p> <p>2 Connector L (1.00mHt)</p> <p>1 Connector T (1.00mHt)</p> <p>3 End Trim (1.00mHt)</p> <p>2 Mobile Drawer</p> <p>2 Posture Chair</p> <p><b>CAO</b></p> <p>1 Mobile Drawer</p> <p>1 Posture Chair</p> <p><b>BREAST FEEDING AREA</b></p> <p><b>(new)</b></p>	
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	<p>1 SET PVC folding door high grade material front (1.80mHt x 3.25mW) side (1.8mHt x 2.18mW)</p> <p><b>SCOPE OF WORK:</b></p> <p><b>Supply, Delivery, and Installation of the above-mentioned materials, furnitures, and fixtures.</b></p> <p><b>Refurbishing of partition panels, tables, cabinets which includes its repositioning, dismantling, repair, re-upholster (shade of blue fabric) and installation of the following:</b></p> <p><b>DIRECTOR'S OFFICE</b></p> <p>Refurbish and repair of the following:</p> <p>3 Panels Floor to Ceiling Partition with frosted glass (1.51mW x 2.6mHt)</p> <p>3 Panels Floor to Ceiling Partition with frosted glass (1.51mW x 1.85mHt)</p> <p>Partition Door (0.9mWx2.00mHt)</p> <p>Wall Panel above the door (0.5mHt x 0.9mW)</p> <p>Reposition and Dismantling of 3 Panels Partition (2.93mW x 1.8mHt) to FAD Area atleast 3panels partition (2.12mW x 1.5mHt)</p> <p><b>ASSISTANT DIRECTOR'S OFFICE</b></p> <p>5 Panels Floor to Ceiling Partition with frosted glass (3.11mW x 2.6mHt)</p> <p>Partition Door (2.00mHt x 0.90mW)</p> <p>Wall panel above the door (0.6mHt x 0.90mW)</p> <p><b>ASSISTANT DIRECTOR'S and DIRECTOR'S SECRETARY</b></p> <p>2 Side Panels (0.69mW x 1.00mHt)</p> <p>2 Front Panels (1.62mW x 1.00mHt)</p>	
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Counter Top (1.52m x 0.45m)

**TECHNICAL DIVISION**

To reposition, repair, and refurbish the following:

3pcs Countertop (1.50m x 0.45m each)

3pcs 2 panel (1.00mHt x 1.50mW each)

4 side panels (0.66mW x 1.00mHt each)

3 table (1.50m x 0.60m each)

as additional materials for the attached layout with the following technical specifications:

**(Please see attached 2nd floor layout)**

**TECHNICAL DIVISION A**

**Supervising**

2 front panels partition with Frosted Glass (1.50mHt x 1.70mW)

(left side facing towards DC) 1 panel partition with Frosted Glass (1.50mHt x 0.82mW)

P-Shaped free standing table (1.60mL x 0.80mW)

Side Table Top (0.47mW x 1.00mL)

**Senior and BMS:**

1 set of 2 front panels partition (1.20mHt x 1.62mW)

1 set of 1 side panel partition (1.20mHt x 0.66mW)

1 set Worktop Table (1.50mL x 0.60mW)

1 set Side Table Top (1.00mL x 0.45mW)

**Reposition:**

1 set Worktop Table (1.50mL x 0.60mW)

1 set Side Table Top (1.00mL x 0.45mW)

<p>1 set of Atleast 2 front panels partition (1.00mHt x 1.62mW)</p> <p>1 set of atleast 1 side panel partition (1.00mHt x 0.66mW)</p> <p><b>BMAN</b></p> <p>2 sets of 2 front panels partition (1.00mHt x 1.62mW)</p> <p>2 sets of 1 side panel partition (1.00mHt x 0.66mW)</p> <p>3sets Worktop Table (1.50mL x 0.60mW)</p> <p>3sets Side Table Top (1.50mL x 0.61mW)</p> <p><b>TECHNICAL DIVISION B</b></p> <p><b>Supervising</b></p> <p>2 front panels partition with Frosted Glass (1.50mHt x 1.70mW)</p> <p>(right side facing towards DC) 1 panel partition with Frosted Glass (1.50mHt x 0.82mW)</p> <p>P-Shaped free standing table (1.60mL x 0.80mW)</p> <p>Side Table Top(0.47mW x 1.00mL)</p> <p><b>Senior and BMS:</b></p> <p>1 set of 2 front panels partition (1.20mHt x 1.62mW)</p> <p>1 set of 1 side panel partition (1.20mHt x 0.66mW)</p> <p>1 set Worktop Table (1.50mL x 0.60mW)</p> <p>1 set Side Table Top (1.00mL x 0.45mW)</p> <p><b>Reposition:</b></p> <p>1 set Worktop Table (1.50mL x 0.60mW)</p> <p>1 set Side Table Top (1.00mL x 0.45mW)</p>	
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<p>1 set of atleast 2 front panels partition (1.00mHt x 1.62mW)</p> <p>1 set of atleast 1 side panel partition (1.00mHt x 0.66mW)</p> <p><b>BMAN</b></p> <p>2 sets of 2 front panels partition (1.00mHt x 1.62mW)</p> <p>2 sets of 1 side panel partition (1.00mHt x 0.66mW)</p> <p>3sets Worktop Table (1.50mL x 0.60mW)</p> <p>3sets Side Table Top (1.50mL x 0.61mW)</p> <p><b>TECHNICAL DIVISION C</b></p> <p><b>Supervising</b></p> <p>2 front panels partition with Frosted Glass (1.50mHt x 1.70mW)</p> <p>(left side facing towards DC) 1 panel partition with Frosted Glass (1.50mHt x 0.82mW)</p> <p>P-Shaped free standing table (1.60mL x 0.80mW)</p> <p>Side Table Top(0.47mW x 1.00mL)</p> <p><b>Senior and BMS II:</b></p> <p>1 set of 2 front panels partition (1.20mHt x 1.62mW)</p> <p>1 set of 1 side panel partition (1.20mHt x 0.66mW)</p> <p>2 sets Worktop Table (1.50mL x 0.66mW)</p> <p>2 sets Side Table Top (1.00mL x 0.66mW)</p> <p>1 set 2 panels partition with frosted glass (2.04mW x 1.20mHt)</p> <p><b>BMS I and BMAN</b></p> <p>6 panel partition (4.72mW x 1.00mHt)</p>	
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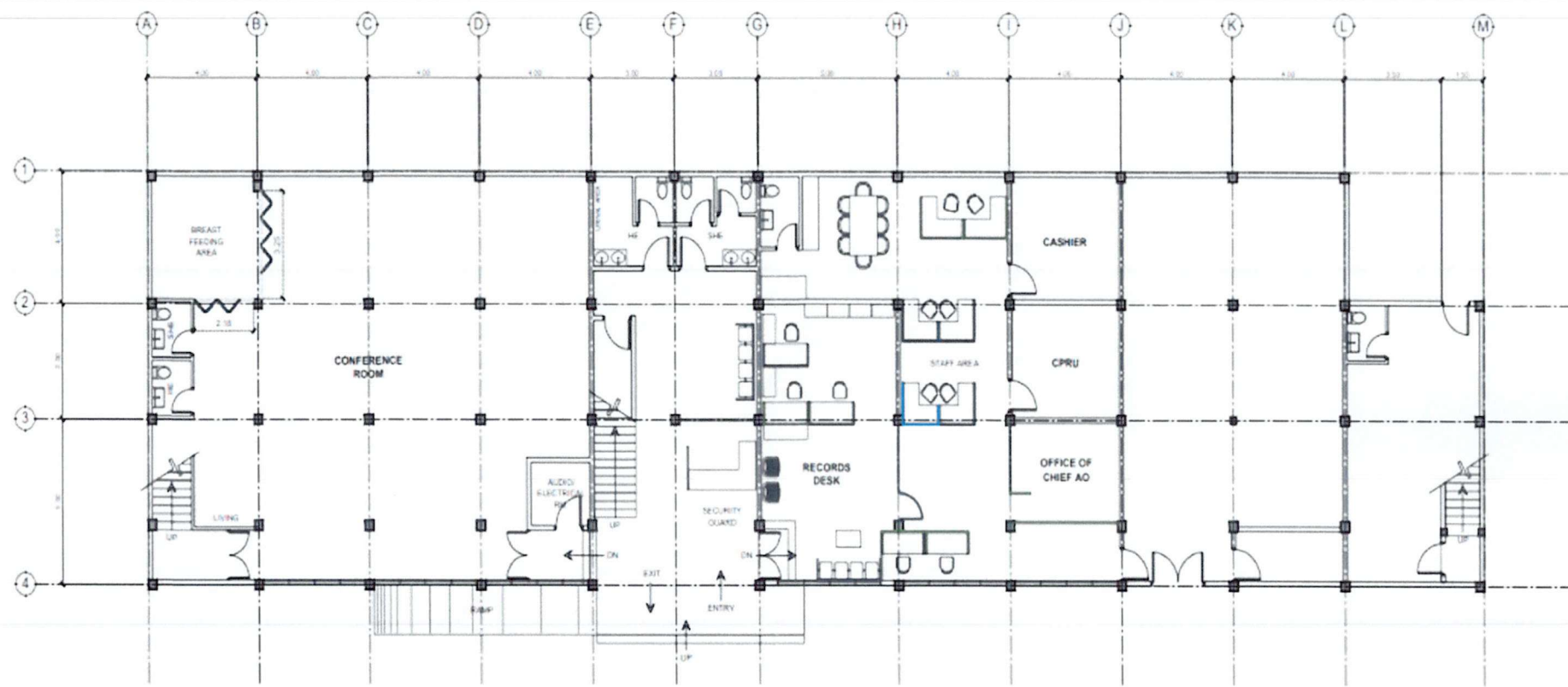
<p>Side panel (1.32mW x 1.00mHt)</p> <p>Side panel (0.69mW x 1.00mHt)</p> <p>2 sets Center Panel (0.69mW x 1.00mHt)</p> <p>2 sets Worktop Table (1.56mL x 0.69mW each)</p> <p>1 set Worktop Table (1.60mL x 0.69mW)</p> <p>1 set Side Table Top (0.63mL x 0.69mW)</p> <p>1 set Side Table Top (1.47mL x 0.69mW)</p> <p><b>DIVISION PARTITIONS</b></p> <p>3 panels division partition with Frosted Glass (1.50mHt x 3.025mW)</p> <p>9 panels division partition with Frosted Glass (1.50mHt x 6.5mW)</p> <p>9 panels division partition with Frosted Glass (1.50mHt x 7.59mW)</p> <p><b>Provision of 1inch to 3inches margin of error for measurements.</b></p> <p><b>FINANCE AND ADMINISTRATIVE UNIT</b></p> <p><b>RECORDS</b></p> <p>2 sets of 2 front panels partition (1.63mW x 1.00mHt)</p> <p>1 Counter Top</p> <p>4 sets of side panel (0.69mW x 1.00mHt)</p> <p>Dismantling and re-installation of acryllic barrier in Customer Help Desk new Counter Top</p> <p><b>HR</b></p> <p>1 set of side panel partition (1.51mW x 1.20mHt)</p> <p>4 front panels partition (3.18mW x 1.00mHt)</p> <p>2 sets of side panels (0.69mW x 1.00mHt)</p>	
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<p><b>FINANCE</b></p> <p>4 front panels partition (3.12mW x 1.00mHt)</p> <p>2 sets of side panel (1.28mW x 1.00mHt each)</p> <p><b>CAO</b></p> <p>6 side panels partition with Frosted Glass (3.54mW x 1.5mHt)</p> <p>2 front panels partition with Frosted Glass (2.08mW x 1.5mHt)</p> <p>1 side panel partition with Frosted Glass (0.78mW x 1.5mHt)</p> <p><b>Note: Provision of 1inch to 3inches margin of error for measurements.</b></p> <p><b>Regional Director's Office</b></p> <p><b>Refurbishing and repositioning of existing Sofa, Executive Chair including repair and re-upholstery using leatherette"</b></p> <p><b>Warranty:</b></p> <p>Table, Partition &amp; Cabinets 1 year warranty against factory defect while for chairs 1 year warranty for the parts and mechanism</p> <p><b>Delivery Period:</b> Thirty (30) days on weekends, holidays and after office hours upon receipt of NOA and Notice to Proceed.</p> <p><b>Site inspection is encouraged before scheduled pre-bid conference:</b></p> <p>(Schedule of Inspection: From Tuesday to Friday excluding Mondays, weekends and holidays from 9am to 10am or 4pm to 5pm only).</p> <p><b>Note:</b></p> <p>This will be simultaneously done with the <b>structured cabling project</b> thus close coordination between the winning suppliers.</p> <p><b>Inspection and Tests:</b></p>	
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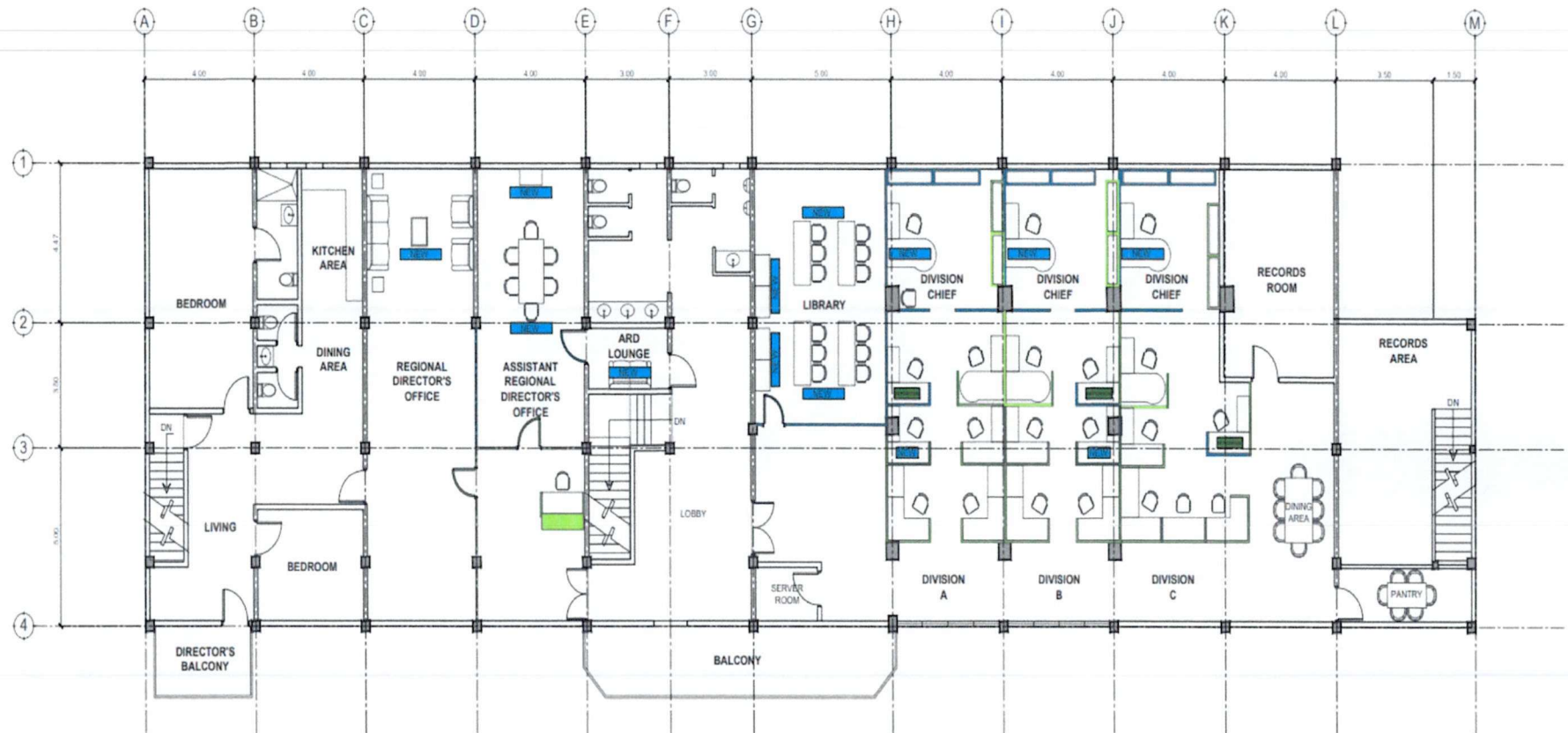
	<p>DBM RO8 Inspection Committee shall at all reasonable times during the installation, repositioning, re-upholstering, refurbishing and commissioning of the project be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the said project.</p>	
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**DRAWINGS/LAYOUTS**



**A-1-2**  
**02 14**  
**GROUND FLOOR FURNITURE LAYOUT**  
SCALE: 1/8" = 1'-0"

LEGEND:	
	EXISTING
	NEW
	REPOSITION



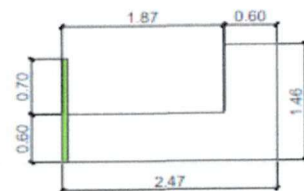
A-1-2  
02 14  
SCALE 1:150 MTS  
SECOND FLOOR FURNITURE LAYOUT

LEGEND:	
<span style="display: inline-block; width: 20px; height: 10px; background-color: #90EE90; border: 1px solid black;"></span>	EXISTING
<span style="display: inline-block; width: 20px; height: 10px; background-color: #00BFFF; border: 1px solid black;"></span>	NEW
<span style="display: inline-block; width: 20px; height: 10px; background-color: #2F4F4F; border: 1px solid black;"></span>	REPOSITION



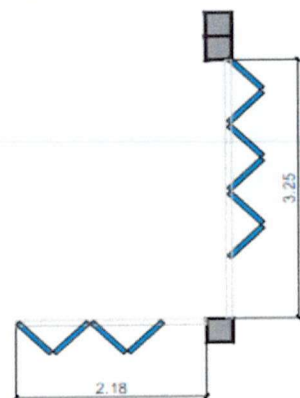


PARTITION  
(new)

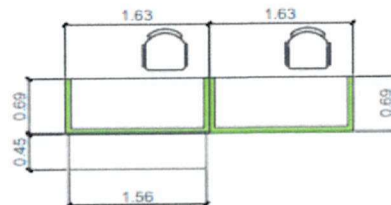


DESK  
HT=1.12 M  
(existing)

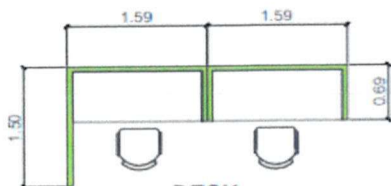
SECURITY  
GUARD



BREAST  
FEEDING  
AREA



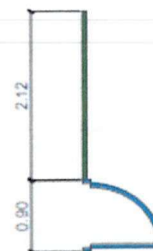
DESK  
HT=1.00 M  
(existing)



DESK  
HT=1.00 M  
(existing)

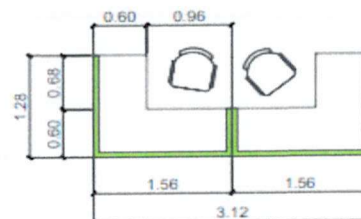
PARTITION  
HT=1.20 M  
(existing)

RECORDS  
DESK

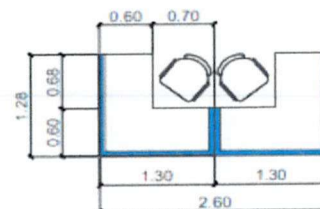


DOOR  
HT=1.50 M  
(new)

PARTITION  
HT=1.50 M  
(reposition)



DESK  
HT=1.00 M  
(existing)



STAFF AREA  
DESK  
HT=1.00 M  
(new)

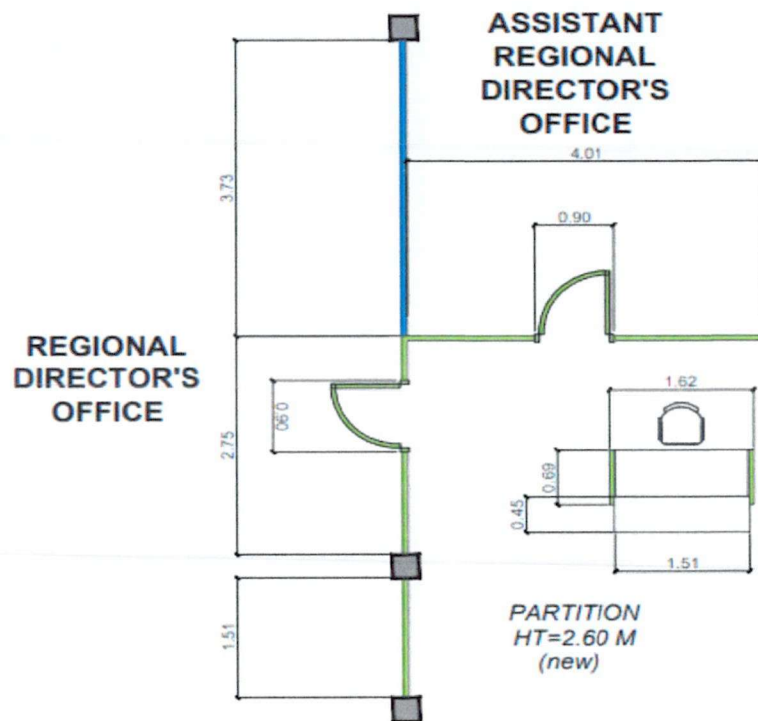
LEGEND:

- █ EXISTING
- █ NEW
- █ REPOSITION



PARTITION  
HT=1.50 M  
(existing)

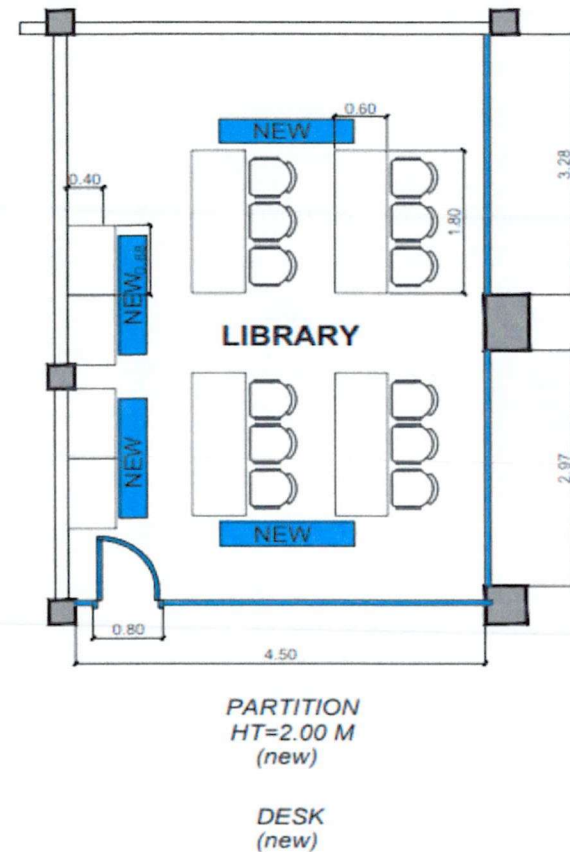
OFFICE OF  
CHIEF AO



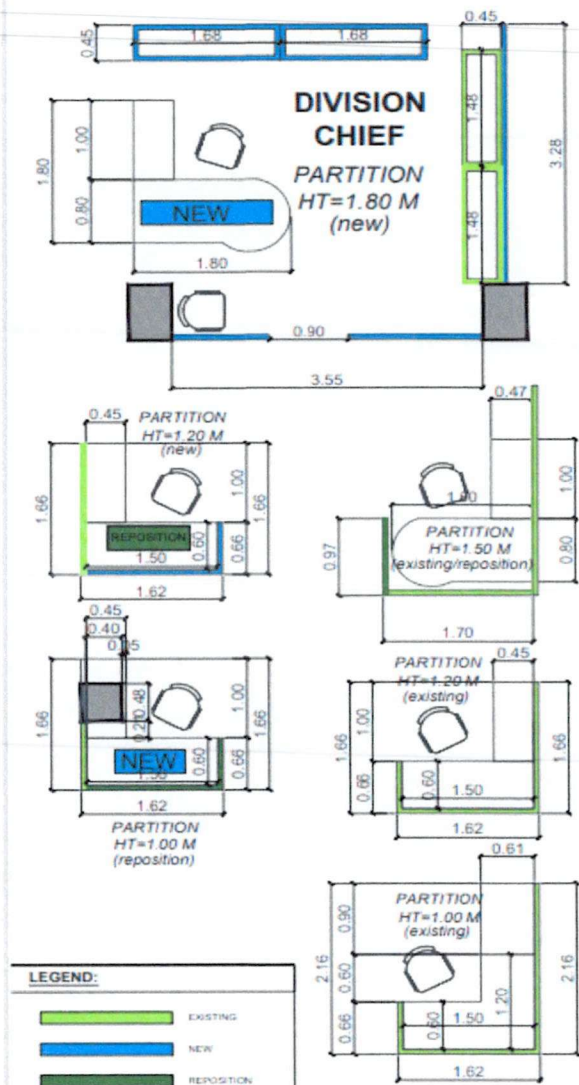
**REGIONAL & ASSISTANT  
REGIONAL DIRECTOR'S OFFICE**

**LEGEND:**

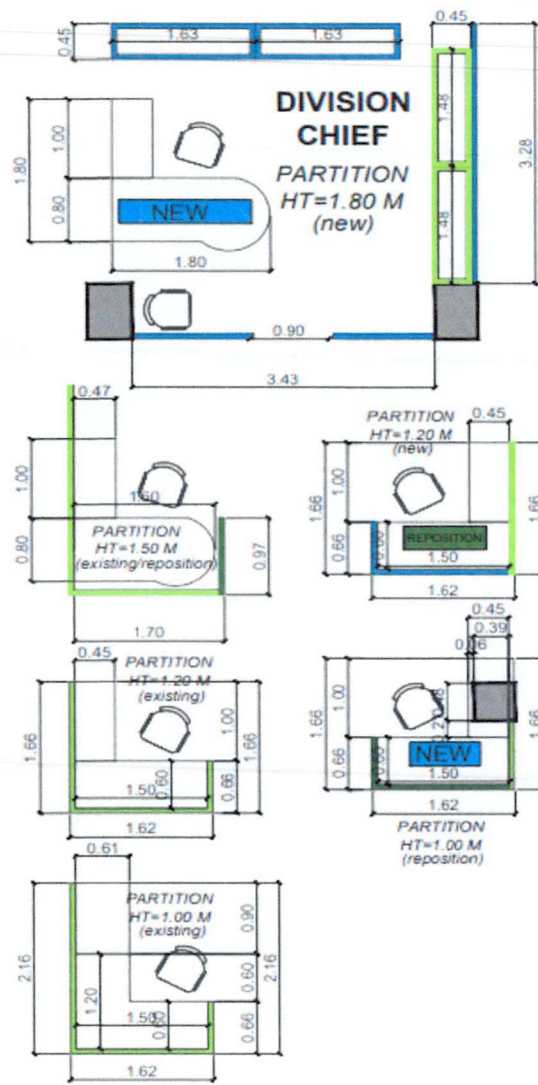
- EXISTING
- NEW
- REPOSITION



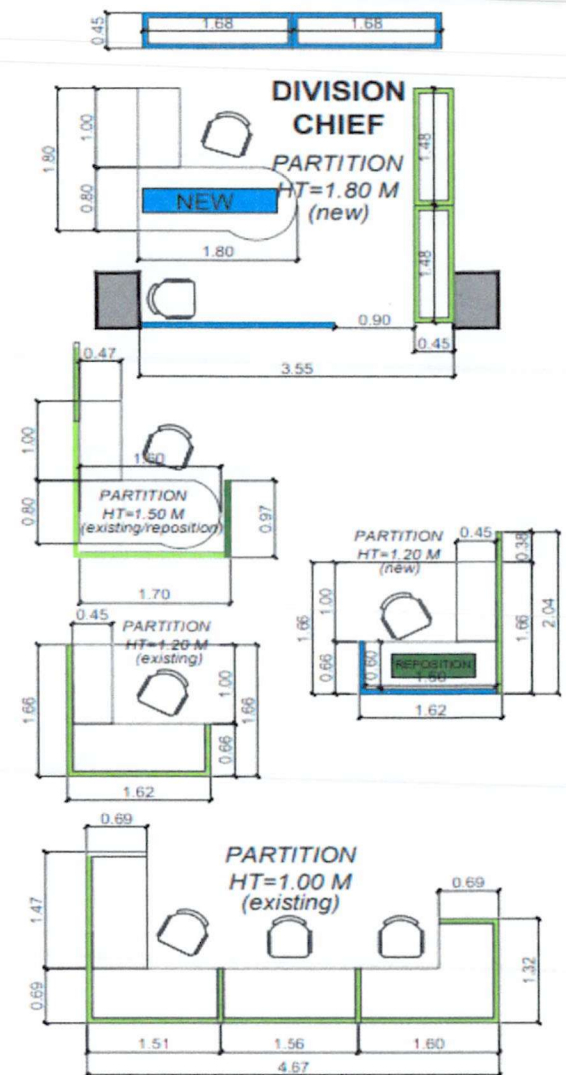
**LIBRARY**



**DIVISION A**



**DIVISION B**



















**DIVISION C**



**SUPPLY, DELIVERY, AND INSTALLATION OF STRUCTURED CABLING SYSTEM OF DBM REGIONAL OFFICE VIII LOCAL AREA  
NETWORK, TV CABLING, AND ELECTRICAL CABLING SYSTEM**

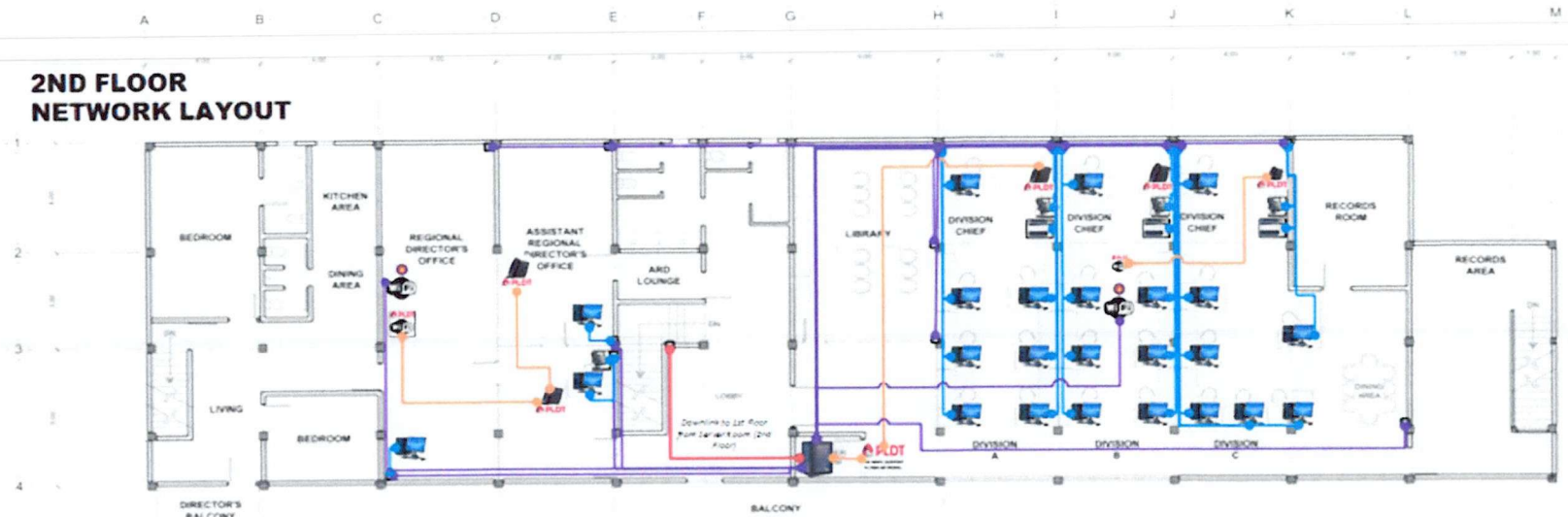
**(NETWORK LAYOUT)**

**Legend:**

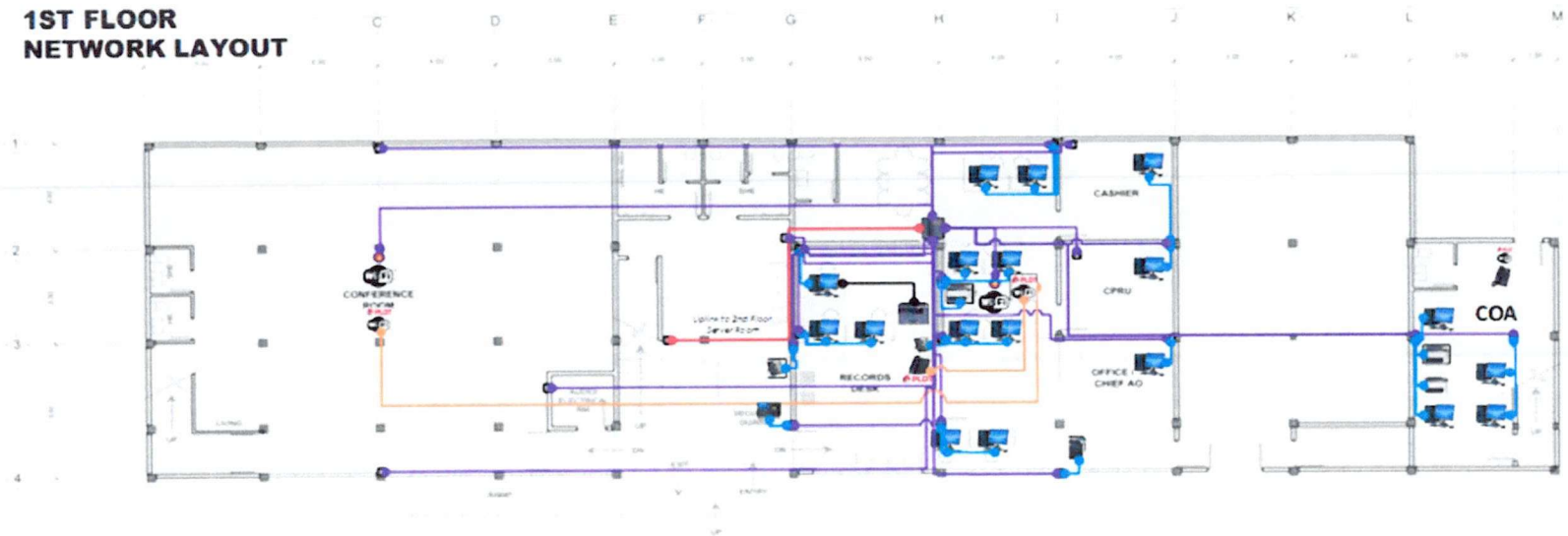
	<b>Data Rack Cabinet (with components inside) (2 Units – 18U and 6U)</b>		<b>Existing Network-enabled (Wired Only) Heavy Duty Printers (6 Nodes)</b>		<b>PLDT (Stand Alone) Line (Cables overhead)</b>
	<b>Existing Desktop Computers (42 Nodes)</b>		<b>DBM Network WiFi Access Point (4 Nodes and Units)</b>		<b>Dropoff Point</b>
	<b>Existing AVAYA IP Phones (6 Nodes)</b>		<b>PLDT Stand Alone WiFi Access Point (4 WiFi-enabled Lines, 1 New Extension Unit from FAD to Conference Area)</b>		<b>Existing Biometrics Machine (1 Node)</b>
	<b>(PLDT) Analog Telephone Handsets (5 Units, 1 New Extension Unit for ARD)</b>		<b>DBM Network (Cables overhead) (With Additional 13 Nodes)</b>		<b>Printer Cable (Cable overhead)</b>
			<b>DBM Network (Cables in the workstations.)</b>		
	<b>Existing Network-enabled Photocopier Machine (1 Node)</b>		<b>Uplink / Downlink</b>		<b>Existing Kyocera TaskAlfa 1800 Printer</b>



## 2ND FLOOR NETWORK LAYOUT






## 1ST FLOOR NETWORK LAYOUT



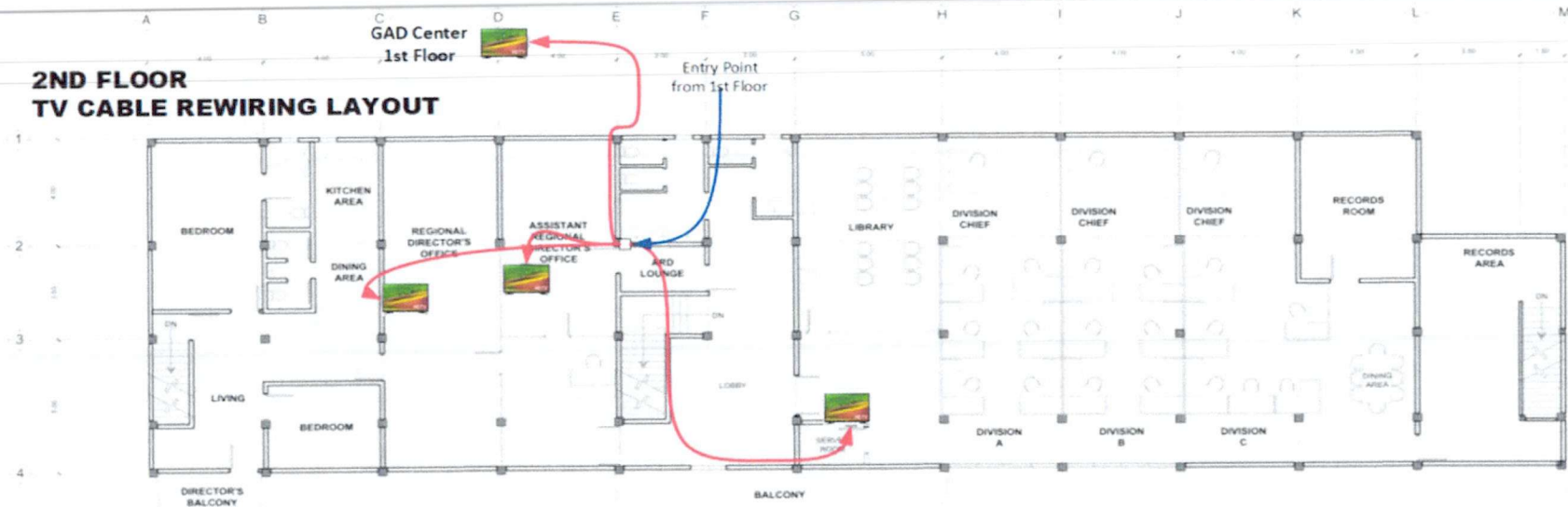
**SUPPLY, DELIVERY, AND INSTALLATION OF STRUCTURED CABLING SYSTEM OF DBM REGIONAL OFFICE VIII LOCAL AREA  
NETWORK, TV CABLING, AND ELECTRICAL CABLING SYSTEM**

**(TV CABLE REWIRING LAYOUT)**

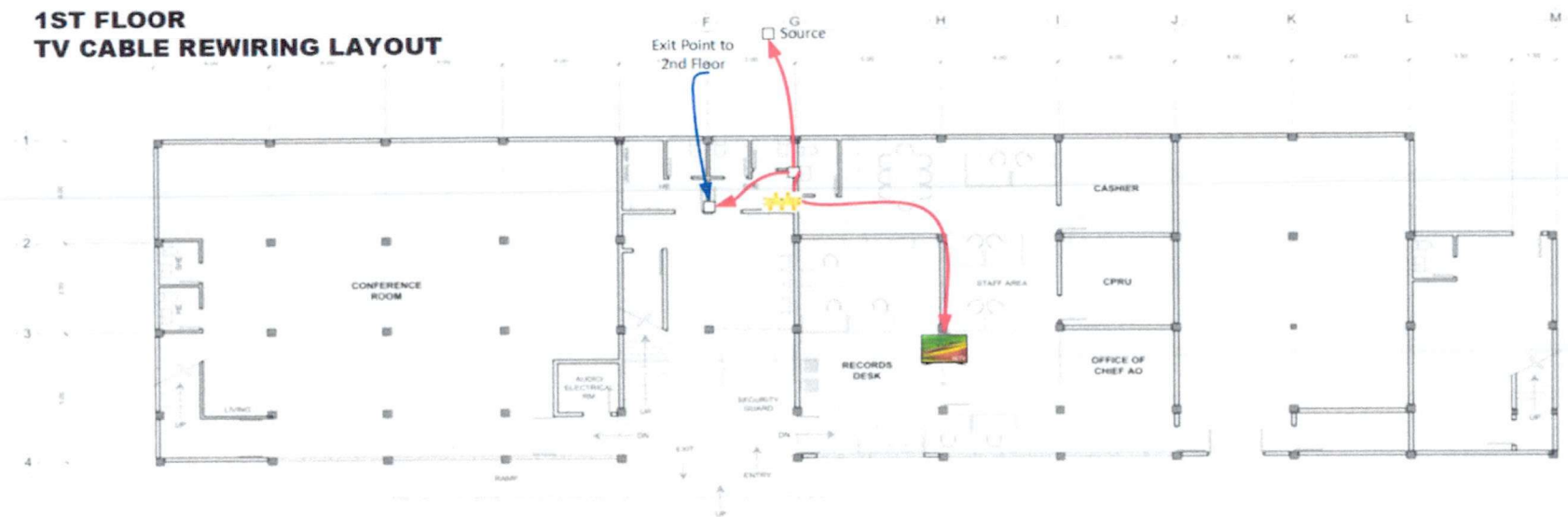
**Legend:**

	<b>TV Cable Splitter (1 Unit)</b>
	<b>Television (4 Units)</b>
	<b>Cable Flow (Cables overhead)</b>

## 2ND FLOOR TV CABLE REWIRING LAYOUT




## 1ST FLOOR TV CABLE REWIRING LAYOUT



**SUPPLY, DELIVERY, AND INSTALLATION OF STRUCTURED CABLING SYSTEM OF DBM REGIONAL OFFICE VIII LOCAL AREA  
NETWORK, TV CABLING, AND ELECTRICAL CABLING SYSTEM**

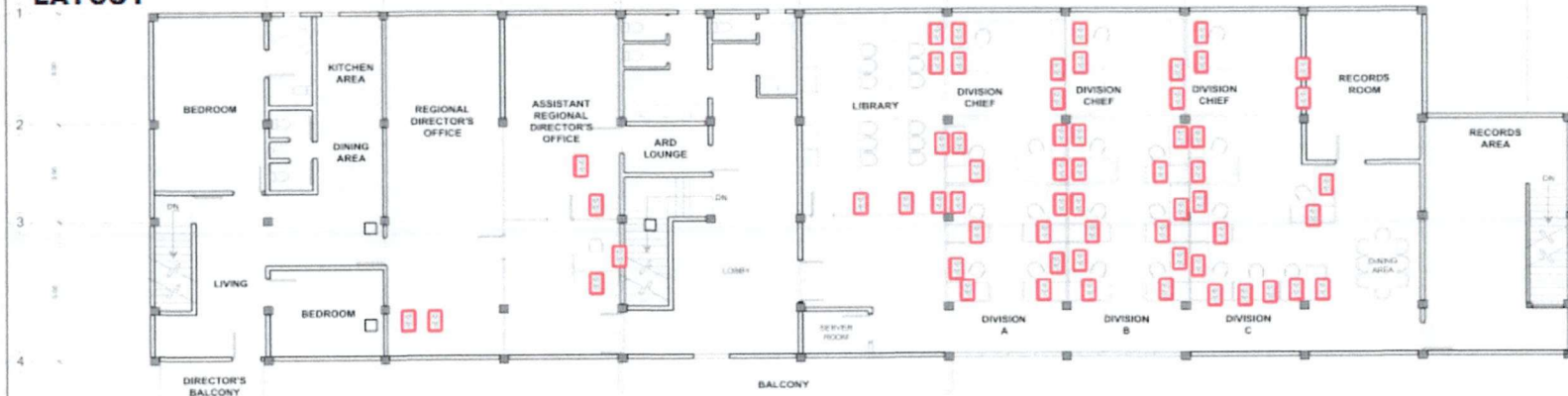
**(THREE-LEG THREE-GANG ELECTRICAL CONVENIENCE OUTLET | UTILITY BOX SURFACE TYPE LAYOUT)**

**Legend:**

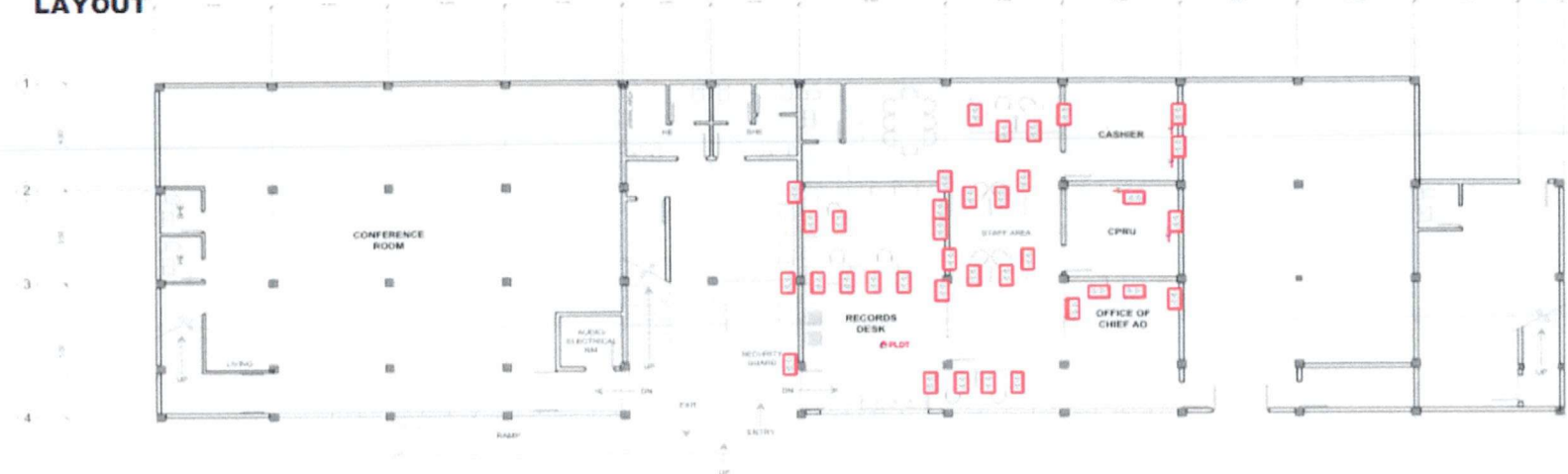
	<b>New Three-Leg Three-Gang Electrical Convenience Outlet   Utility Box Surface Type (96 Units)</b>
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**2ND FLOOR THREE-LEG THREE-GANG ELECTRICAL  
CONVENIENCE OUTLET | UTILITY BOX SURFACE TYPE  
LAYOUT**



**1ST FLOOR THREE-LEG THREE-GANG ELECTRICAL  
CONVENIENCE OUTLET | UTILITY BOX SURFACE TYPE  
LAYOUT**



## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 revised 2016 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 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 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.

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***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) 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. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></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 DBM Regional Office No. VIII Tacloban City. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered <i>DBM Regional Office No. VIII Tacloban City</i>. 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 the Chief Administrative Officer, <i>Mr. Emilio M. Albos, III</i>.</p> <p><b>Incidental Services –</b></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> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> <li>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.</li> </ol> <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>

### **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:

1. 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
2. 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 and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three times the warranty period*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *thirty (30) calendar days* of placing the order.

### **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.

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.

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.

**Intellectual Property Rights –**

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.



2.2	<p>Payment shall be made within twenty (20) working days after inspection and acceptance by the Procuring Entity of the delivered goods, subject to the submission of the following documents in case these were not submitted during bid submission/prior contract signing, consistent with ITB Clause 10.1 of the BDS and GCC Clause 3 of SCC, as applicable:</p> <ul style="list-style-type: none"> <li>a. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</li> <li>b. 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.</li> </ul>
3	<p>Consistent with Item 6.4 GPPB Resolution No. 09-2020 as well as Item 4 of GPPB Resolution No. 16-2020, Performance Securing Declaration (PSD) may 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"> <li>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, for the second offense, in the event it violates any of the conditions stated in the contract;</li> <li>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</li> <li>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 Calamity, or community quarantine or similar restrictions, as the case may be.</li> </ul>
4	<p>DBM RO8 Inspection Committee shall at all reasonable times during the installation, repositioning, re-upholstering, refurbishing and commissioning of the project be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the said project.</p> <p>Provision of 1inch to 3inches margin of error for measurements in the part "A" of the project.</p>
5	<p>The required warranty period are as follows:</p> <p>For Lot 1 - Supply, Delivery, and Installation of Office Partitioning System</p> <p>Table, Partition and cabinets - 1 year warranty against factory defect Chair - 1 year warranty for the spare parts and mechanisms</p>

	<p>For Lot 2 - Supply, Delivery, and Installation of Cabling System of DBM Regional Office VIII Local Area Network, TV Cabling, and Electrical Cabling System</p>
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	<p>1 year warranty on parts (Materials, Data cabinets, other ICT components) and services</p>
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	<p>The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least three percent (3%), or a special bank guarantee equivalent to at least three percent (3%) of the total contract price. The said amount shall only be released after the lapse of the warranty period.</p>
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