

**CONTRACT FOR THE RE-BIDDING OF ANTIVIRUS SOFTWARE LICENSES  
FOR 2011**

**THIS AGREEMENT** made on the \_\_\_\_ day of January, 2012 between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation created and existing by virtue of R.A. 7875, otherwise known as the "National Health Insurance Act of 1995", with office address at 18th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **Chief information Officer, DR. ALVIN B. MARCELO**, (hereinafter called "**PHILHEALTH**").

**-and-**

**CT LINK SYSTEMS, INC.**, a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. A199816891, issued on November 10, 1998, and existing under the laws of the Republic of the Philippines, with business address at 4/flr. Maripola Bldg., 109 Perea St., Legaspi Village, Makati City, represented herein by its **Vice-President, ROSALINA D. NERA**, (hereinafter called "**CT LINK**").

**WHEREAS, PHILHEALTH** invited Bids for the **Re-bidding on the Procurement of Antivirus Software Licenses for 2011** and has accepted a Bid by **CT LINK** for the supply of those goods in the sum of **ONE MILLION TWO HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED PESOS (PhP1,237,500.00)**, (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) BAC- ITR Resolution No. 31, S. 2010 (**Annex "A"**);
  - (b) Terms of Reference (**Annex "B"**);
  - (c) Bid Bulletin (**Annex "C"**);
  - (d) Notice of Award (**Annex "D"**);
  - (e) Performance Security (**Annex "E"**);
  - (f) General Conditions of the Contract (GCC) (**Annex "F"**); and
  - (g) Special Conditions of the Contract (SCC) (**Annex "G"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **CT LINK** as hereinafter mentioned, **CT LINK** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;
4. **PHILHEALTH** hereby covenants to pay **CT LINK** in consideration of the provision of the goods and services 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 contract price covers the costs of all Deliverable Items and Services and includes all applicable taxes and duties in the Philippines, costs of importation, insurance, transportation and delivery at the time and to the locations specified but excludes any special handling or hosting charges which may be incurred at **PHILHEALTH's** site and which are for the account of **PHILHEALTH**;

6. The contract price covers all taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance and other charges which may be imposed on the Product by foreign and local authorities;

Within Thirty (30) Calendar Days after complete delivery to and acceptance by **PHILHEALTH**, **CT LINK** shall submit the Statement or Billing of Account and other documentary requirements as may be required by the former as condition for payment.

As obligation for the warranty, **PHILHEALTH** shall withhold ten percent (10%) of the total contract price stated in the Whereas Clause hereof, amounting to **One Hundred Twenty Three Thousand Seven Hundred Fifty Pesos (PhP123,750.00)** as retention money. The said amount shall only be released after the lapse of the one (1) year warranty period. Otherwise, **CT LINK** may opt to post a special bank guarantee equivalent to the same amount covering the said warranty period.

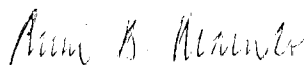
7. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. 9184, shall form an integral part of the contract between the PARTIES hereto.

The PARTIES hereby certify that they have read or caused to be read to them each and every provision of the foregoing Contract and that they had fully understood the same.

**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.

**PHILIPPINE HEALTH INSURANCE  
CORPORATION**

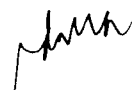
By:



**DR. ALVIN B. MARCELO**  
Chief Information Officer

**CT LINK SYSTEMS, INC.**

By:



**ROSALINA D. NERA**  
Vice-President


Signed in the presence of:



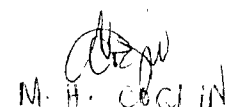
**SVP ED LARS ASUNCION**  
Legal Services Sector



**RODOLFO B. DELO ROSARIO JR.**  
Information Technology Management  
Department

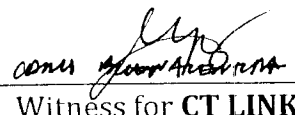


**BIBIANA T. CRUZ**  
Division Chief  
Accounting and Internal  
Control Department  
CAF# 2012-02-03



**M. H. Cogan**

Witness for **CT LINK**



**Conchita Alarcon**  
Witness for **CT LINK**

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES]  
CITY OF CITY OF MAKATI S.S.

BEFORE ME, this \_\_\_\_ day of FEB 13 2012, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

*Alvin B. Marcelo*

**DR. ALVIN B. MARCELO**

Philippine Health Insurance Corp.

PHILHEALTH I.D. # 0702 5112 3886

*Rosalina D. Nera*

**ROSALINA D. NERA**

CT Link Systems, Inc.

DRIVER'S LICENSE NO. N04 -95 -347799

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of forty six (36) pages including the annexes and this page on which the acknowledgement is written and they acknowledged that the same is their free act and deed and that of the corporations being represented.

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

Doc No. 287  
Page No. 19  
Book No. VI  
Series of 2012

**ATTY. GERVACIO D. ORTIZ JR.**  
NOTARY PUBLIC FOR MAKATI CITY  
UNTIL DECEMBER 31, 2012  
ROLL OF ATTORNEY NO. 40091  
MCL COMPLIANCE NO. III-0014282  
IBP NO. 15455-LIFETIME MEMBER  
PTR NO. 9173160, JAN. 2, 2012 MAKATI CITY



Republic of the Philippines  
**PHILIPPINE HEALTH INSURANCE CORPORATION**  
Citystate Centre, 709 Shaw Blvd., Bgy. Oranbo, Pasig City, Philippines  
Trunkline: +63.2.6379999  
[www.philhealth.gov.ph](http://www.philhealth.gov.ph)



**BIDS AND AWARDS COMMITTEE FOR INFORMATION  
TECHNOLOGY RESOURCES (BAC-ITR)  
RESOLUTION NO. 31, S. 2011**

**RESOLUTION RECOMMENDING THE DECLARATION OF CT LINK SYSTEMS, INC. AS THE  
BIDDER WITH THE LOWEST CALCULATED AND RESPONSIVE BID (LCRB) AND THE AWARD  
THEREOF OF THE CONTRACT FOR THE RE-BIDDING ON THE PROCUREMENT OF  
ANTIVIRUS SOFTWARE LICENSES FOR 2011**

**Whereas**, the BAC-ITR declared a failure of bidding for the procurement of Antivirus Software Licenses for 2011 pursuant to BAC-ITR Resolution No. 25, s. 2011, and in accordance with Section 35.1.b of the Revised Implementing Rules and Regulation (IRR) of R.A. 9184;

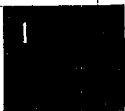
**WHEREAS**, the Invitation to Bid (ITB) No. ASL2 2011-006-IT on the re-bidding for the Procurement of Antivirus Software Licenses for 2011 was advertised on September 21, 2011 at the Philippine Star (PS) and was posted at the Phil-GEPS website and at conspicuous places located at the Philhealth Head Office on September 21-27, 2011;

**WHEREAS**, in response to the said invitation, six (6) bidders secured the bidding documents, namely ePLDT, Inc., Strategic Alliance Holdings, Inc., Multifold Links, Inc., Micro-D International, Inc., Under World Software System Corp., and CT Link Systems, Inc.;

**WHEREAS**, a pre bid conference was held on September 28, 2011 to address the issues and clarifications raised by the prospective bidder and thereafter a bid bulletin was issued on October 3, 2011;

**WHEREAS**, the Opening of Bids was held on October 10, 2011, wherein the bid proposal of CT Link Systems, Inc. was adjudged as the proponent with the Lowest Calculated Bid amounting to One Million Two Hundred Thirty Seven Thousand Five Hundred pesos (Php1,237,500.00). Consequently, the BAC-ITR instructed the Technical Working Group (TWG) concerned to proceed with the post-qualification of the aforementioned bidder;

**WHEREAS**, the TWG conducted evaluation and presented its report in the BAC-ITR meeting held on October 21, 2011 and informed the committee that the bid proposal of CT Link Systems, Inc. was found to be compliant, except that the requirements submitted have discrepancies in the agency name for the Single Largest Contracted stated and the Tax Identification Number (TIN);



*[Handwritten signature]*

**Whereas,** the Secretariat sent a Letter of Clarification to CT Link Systems, Inc. dated October 24, 2011;

**Whereas,** on October 25, 2011, CT Link Systems, Inc. submitted to the BAC Secretariat its reply on the Letter of Clarification and the said response to the letter was discussed by the TWG on the same date and a product demonstration was conducted on October 27, 2011;

**Whereas,** the BAC-ITR in its meeting on November 3, 2011, after a thorough assessment and deliberation by the BAC-ITR and the TWG of the letter submitted and post-qualification report, it has been concluded that the bid proposal of CT Link Systems, Inc. was responsive;

**WHEREAS,** on the same meeting, the BAC-ITR concurred with the recommendation of the TWG to declare the bid proposal of CT Link Systems, Inc. as the bidder with the Lowest Calculated and Responsive Bid (LCRB);


**NOW, THEREFORE,** premises considered, the BAC-ITR resolves, as it is hereby resolved, to recommend to the President and CEO the award of the contract for the Re-bidding on the procurement of "Antivirus Software Licenses for 2011" to **CT LINK SYSTEMS, INC.** which was adjudged as the bidder with the Lowest Calculated and Responsive Bid.

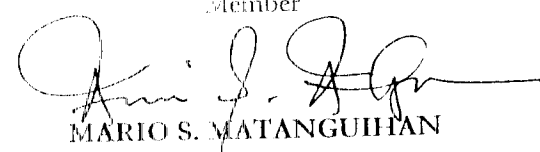
**IT IS SO RESOLVED.**

Signed this 3<sup>rd</sup> day of October 2011 at Pasig City

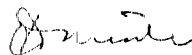
  
ERNESTO V. BELTRAN  
Chairperson

  
RUBEN JOHN A. BASA  
Vice-Chairperson

  
EVANGELINE F. RACELIS  
Member

  
MARIO S. MATANGUIHAN  
Member/ End-User

RESOLUTION RECOMMENDING THE DECLARATION OF CT LINK SYSTEMS, INC. AS THE  
BIDDER WITH THE LOWEST CALCULATED AND RESPONSIVE BID (LCRB) AND THE AWARD  
THERE TO OF THE CONTRACT FOR THE RE-BIDDING ON THE PROCUREMENT OF  
ANTIVIRUS SOFTWARE LICENSES FOR 2011



CYNTHIA D. CORVITE

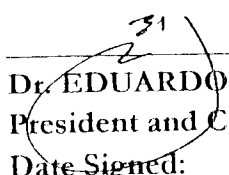
Member



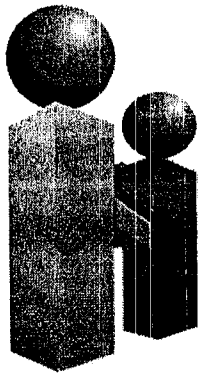
ATTY. CHELO ANNE CRUZ-DEOCAMPO

Member

☒ APPROVED  
☐ DISAPPROVED  
☐ Others \_\_\_\_\_

  
Dr. EDUARDO P. BANZON  
President and CEO

Date Signed: \_\_\_\_\_



# Philippine Health Insurance Corporation

## TERMS OF REFERENCE Antivirus Licenses for 2011

*[Handwritten signature]*

## I. Introduction

The Philippine Health Insurance Corporation (PHIC), a government owned and controlled corporation, formed by virtue of Republic Act No. 7875, also known as the National Health Insurance Act of 1995, an act instituting a National Health Insurance Program, was mandated to:

1. Provide all citizens of the Philippines with the mechanism to gain access to health services;
2. Established the National Health Insurance Program to serve as the means to help the people pay for health care services; and
3. Prioritize and accelerate the provision of health services to all Filipinos, especially that segment of the population who cannot afford such services.

## II. Project Description and Objectives

The **Philippine Health Insurance Corporation (PHILHEALTH)** seeks an Information Technology solutions supplier/vendor that can provide Antivirus software for the computer operations of the Corporation: In our effort of ensuring committed public service and guaranteed uptime in the operations of the Information Technology Resources (ITR) for various mission-critical applications and protect the Corporation's database, applications, and data files against all viruses, the Philippine Health Insurance Corporation will be purchasing licenses for the antivirus software for one (1) year for the standalone and network attached computers, i.e. Servers and Workstation or Personal Computers.

Antivirus software consists of computer programs that attempt to identify, thwart, and eliminate computer viruses and other malicious software or malware. It typically uses two different techniques to accomplish this as given below:

- Examining or scanning files to look for known viruses matching definitions in a virus dictionary; and
- Identifying suspicious behavior from any computer program which might indicate infection. Analysis may include data captures, port monitoring and other methods.

The antivirus software should have the following general features to comply with the requirements:

- Inbound and outbound email scanning
- Real-time and on-demand scanning.
- With live-update feature to automatically download latest virus pattern file.
- Protect the system automatically from spyware and adware.
- With added security (Endpoint security and firewall) functions for servers and clients.
- With automatic deployment of virus pattern updates to remote clients.
- With logging and alerting features for monitoring and reporting.

PHILHEALTH will be utilizing this software to take advantage of the benefits this will provide not only to the Corporation but also to the millions of its members, stakeholders, and partners in delivering quality health care services.

### III. Approved Budget for the Contract

The approved budget for the contract to be bid is as follows:

Lot	Description	Amount (PhP)
1	Antivirus Software Licenses	2,000,000.00

### IV. Proponent's Scope of the Project

This project will cover the delivery, installation, testing, maintenance, documentation, and support of the antivirus software. Specifically, the vendor shall provide the following deliverables:

#### 1. Delivery of the following:

##### 1.1. Anti-Virus Enterprise Solution

1500 User Licenses

Terms Of Reference: Antivirus Licenses for 2011

### STANDARD REQUIREMENT (FEATURES):

- Authorization certificate to distribute the antivirus software.
- One (1) year version upgrade with free virus definition updates or pattern file (virus library information file or dat file).
- One (1) year on-site technical personnel during virus outbreak.
- With guaranteed three (3) on-site visits in a year even without virus outbreak.
- Must be able to install the antivirus software via network, local drives, and web-based.
- Must be able to provide PHILHEALTH the solution for the virus outbreak within twenty four (24) hours after determination of the cure from the laboratory.
- Must provide transfer of technology to PHILHEALTH technical personnel for the installation, administration and technical support.

### ANTI-VIRUS FOR CLIENTS AND SERVERS

- Must be able to run on Microsoft's Windows NT, 2000 Pro, Server, Advance Server, XP Home, XP Pro, Vista, Windows 7, Windows Server 2003 and 2008- 32-Bit and 64-Bit
- Must support virtualization
- Must support client web installation from the Internet
- Must be able to perform proactive policy based enforcement to control outbreaks
- Wireless Protection for Personal Digital Assistant (PDA) and Smartphones
- Able to scan Microsoft Outlook folders
- Support client deployment via hard disk imaging
- Must not perform system reboot after installation or un-installation.
- Must be able to uninstall existing desktop antivirus software
- Must be able to perform pre-scan before installation
- With integrated firewall which is fully compatible with Microsoft Windows XP SP2 or higher
- Supports Apache Web Server for web-based management console
- Must be able to provide network layer scanning
- Upon virus detection, the software must be able to choose actions to be performed such as Pass, Delete, Rename, Quarantine and Auto-clean

- Must be able to repair virus registry entries, spyware registry entries, modified system files, and delete virus in memory
- Must be able to block shared folders
- Must be able to perform port, packet and protocol filtering/blocking
- Must be able to protect files and folders from being modified or deleted
- Must be able to perform real time POP3 Scanner
- With integrated Personal Firewall
- Must support native MSI (Microsoft Installer Package) installation
- Protection against spyware, adware, dialer, and password attacks
- Must be able to allow or prevent users from changing scan settings, unloading and uninstalling the program.
- Must have device control that can able to detect and block removable media such as USB storage devices, Optical media drives, and Memory Cards
- Must allow administrators to set a block and allow policy for different groups of computers for device control and must have levels of permission such as "Disabled", "Read-Only", "Read and Write" and "Full Access"
- Must be able to provide reports on device activity in the management console

#### **MAIL SECURITY FOR GATEWAY**

- Must have anti-virus, anti-spam, and anti-relay protection
- Must be able to quarantine e-mails upon virus detection
- Must be able to protect HTTP, FTP, SMTP, POP3 protocols
- Must have Heuristic anti-spam protection
- Must be able to add policies based of custom preferences. For example must be able block/allow customized subjects, based on keywords, etc. in any part of the email message.
- Must be able to support multiple domains
- Must be able to protect against phishing websites
- Must have notification for message queuing events
- Must be able to customize notification per event or policy
- Must be able to block or approve senders list
- Must have customizable actions on mass mailing viruses
- With policy-based blocking
- With message scanning and size limits
- Must be able to generate spam statistics per day, week and month

- Must be able to generate web security violations per use, hostname or IP
- Must be able to generate reports on web violations statistics
- Must be able to integrate easily to the Active Directory
- Must be compatible with windows 2003, Windows 2008 32 bit/ 64bit, Solaris 10, and linux

#### WEB SECURITY FOR GATEWAY

- Must have anti-virus and must be able to scan traffic going in and out the network in real-time
- Must have URL database and multiple category
- Must be able to create access policy by category, from URL database, customized list, and by keyword.
- Must be able to block access to malicious sites and restricted sites.
- Scans HTTP and FTP traffic for spyware and other web threats.
- Blocks outbound data to known spyware and phishing-related Web sites
- Must be able to validate web based codes to screen web pages for malicious codes.
- Must be compatible with windows 2003, windows 2008, 32 bit and 64bit, Linux, and Solaris 10.
- Must be able to deploy policy based on Users and/or Groups defined in the Active Directory

## 2. Product Demonstration

- 2.1. The Lowest Calculated Bidder (LCB) shall do a product demonstration to check if all the requirements by the end-user listed on items 1.1 Antivirus Enterprise Solution complies.

## 3. Installation and Testing

- 3.1. The winning vendor will work in parallel with PHILHEALTH ITMD personnel during the installation and testing of the Antivirus Software.
- 3.2. The installation period to PHILHEALTH office shall be within thirty (30) Calendar Days from receipt of Purchase Order or Notice to Proceed.

3.3. The vendor must ensure that the proposed solution will be compatible with the existing equipment and software of PHILHEALTH.

3.4. Intensive testing such as server-client connection and configuration checking should be done by the vendor to achieve the functionality and benefits of the antivirus software and licenses.

3.5. The winning proponent shall provide Deployment Plan in order to guarantee installation, configuration, testing and actual deployment of the ANTIVIRUS SOFTWARE AND LICENSES as stated in the Terms of reference.

#### 4. Maintenance/Technical Support

4.1. During the warranty period, the vendor shall provide personnel expert to service the anti-virus software whenever virus outbreak and/or any related problems should occur.

4.2. The winning proponent must have a local support that can provide a 24 x 7 phone and technical support to PHIC within the one (1) year licensing support. During virus outbreak, a maximum of three (3) hours response time (on-site technical support) shall be extended to PHILHEALTH when the phone support failed to resolve the virus outbreak.

4.3. The vendor must shoulder all expenses of the technical person(s) who will be providing the technical services on-site.

#### 5. Warranty

5.1. All software should be covered by warranty on services and upgrades and updates of the anti-virus software within the license period. The warranty period for the licenses supplied shall commence upon issuance of the Acceptance Certificate from the End-User.

5.2. The vendor must ensure that PHILHEALTH would be given the following:

**5.2.1.** Software updates and patches for the antivirus software – FREE (via www or CD)

**5.2.2.** Configuration – FREE assistance on product reconfiguration (on-site) for the duration of the license period.

**6. Technology Transfer**

The vendor must provide technology transfer free of charge. The vendor must provide in-depth technical training either in-house (PHILHEALTH) or at manufacturers' accredited training centers/laboratory and to be conducted by manufacturers' certified trainers/instructors for PHILHEALTH system engineers (4 persons) who will support the anti-virus software. The trainings shall focus on the technology used by the software and its applications and must include hands-on exercise(s). Specifically, the training should include but not limited to the following:

**6.1.** Installation and configuration of AV for PC

**6.2.** Installation and configuration of Web Security for Gateway

**6.3.** Management and remote AV deployment procedures.

Training shall commence before issuance of Acceptance Certificate from the End-User

All expenses for the training such as meal, snacks, and transportation shall be shouldered by the winning proponent.

**7. Documentation**

The bidder must provide user and system manuals and technical materials of the software package. Complete documentation of software and licenses, must also be provided.

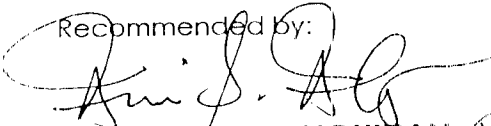
**8. Acceptance**

PHILHEALTH technical personnel must review and approve the installation and testing conducted by the vendor based on the test and actual results submitted. All deliverables mentioned above should be checked by PHILHEALTH and complied by the vendors before the issuance of the Acceptance Certificate from the End-User and turnover of the project.

9. Delivery Addresses and Date

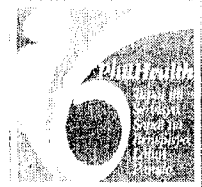
The bidder must deliver the licenses not more than thirty (30) days upon receipt of Notice To Proceed (NTP). All software should be delivered to the following address: 15<sup>th</sup> floor Citystate Center, 709 Shaw Blvd., Pasig City, Metro Manila.

Recommended by:

  
**MARIO S. MATANGUIHAN**  
Senior Manager, ITM Department

Approved by:

  
**ALEXANDER A. PADILLA**  
Chief Operating Officer



## BID BULLETIN

### RE-BIDDING FOR THE PROCUREMENT OF ANTIVIRUS SOFTWARE LICENSES FOR 2011

In accordance with Republic Act 9184, this bid bulletin is hereby issued amending and/or to clarify the following provisions of the Philippine Bidding Documents on the Re-bidding for the Procurement of Antivirus Software Licenses for 2011 (ITB No. ASL2- 2011-006-IT), viz:

QUERIES/CLARIFICATIONS	AMENDMENT / CLARIFICATION
	<p>Note:</p> <p>(1) The TECHNICAL WORKING GROUP (TWG) would like to inform the bidders the following <u>ADDITIONAL Requirements</u> on the Technical Specifications for the Project to which the bidders are required to comply:</p> <p>a. Must be able to provide Host Intrusion and Prevention System (HIPS) to provide in-depth protection and support for compliance</p> <p>b. Must be able to provide easy and centralized management</p> <p>o Centralized management for physical and virtual endpoints, Macintosh computers, and mobile devices with a single, web-based console</p> <p>o Supports easy task-delegation with granular role-based administration</p> <p>o Easily integrates and synchronizes with Active Directory</p> <p>c. Must be compatible with Windows 7 32-bit and 64-bit for optimized performance.</p>
<p><b>MAIL SECURITY FOR GATEWAY</b> (under page 43)</p> <p>"Must be able to protect HTTP, FTP, SMTP, POP3 protocols"</p> <p>Our solution does not do POP3 scanning on the mail gateway. Reason being is that the POP3 protocol does not go through the mail gateway; it is a direct connection between the mail client (workstation) and</p>	<p>Note:</p> <p>(2) The TECHNICAL WORKING GROUP (TWG) would like to inform the bidders:</p> <p>- The stated Workaround is <b>ACCEPTABLE</b>.</p>

the mail server (usually external, internet-based). However, all files accessed and saved from these POP3 connections are scanned by the endpoint client solution that we are going to offer. Is this an acceptable workaround for this requirement? Take note that the said request was acceptable before under bid bulletin.

**ANTI-VIRUS FOR CLIENTS AND SERVERS (under page 43)**

"Supports Apache Web Server for web-based management console"

Our solution has its own web based dashboard. Is this an acceptable workaround for us to comply?

**ADD ON FEATURES**

"Must be able to provide easy and centralized management"

Centralized management for physical and virtual endpoints, Macintosh computers, and mobile devices with a single **web-based console**.

Our solution don't have web-based console but we can comply and do a centralized management for physical and Virtual Endpoints, Macintosh Computers, even **Linux** and mobile devices using a single console with threshold alerting, dashboard support, and drill-down management using RPC (Remote Procedure Call). Is this an acceptable workaround for us to comply?

**Note:**

(3) The **TECHNICAL WORKING GROUP (TWG)** would like to inform the bidders:

- The stated Workaround is **ACCEPTABLE** as long as the management console can be accessed through a web-based console.

**Note:**

(4) The **TECHNICAL WORKING GROUP (TWG)** would like to inform the bidders:

- The stated Workaround is **NOT ACCEPTABLE**. The requirement of a web-based management console is for us to easily connect wherever and whenever we need to administer and manage our Antivirus solution.

**Reminders:**

The BAC-ITR would like to remind the Bidder/s to **double check** the eligibility requirements prior to submission of bid proposals.

This **bid bulletin** shall form part of the eligibility and technical bid proposal to be submitted on **October 17, 2011**.

The deadline for submission of bid proposals will be on **October 17, 2011 at 11:30 am**. Likewise, Opening of Bids will commence on the said date and time.

Those bidders who obtained the bidding documents for this project and would not submit their respective bid proposals on October 17, 2011 must submit a letter of non-participation stating their reasons at the Office of the Secretariat for the Bids and Awards Committees.

Issued this 10<sup>th</sup> day of October 2011.

  
SVP ERNESTO W. BELTRAN

Chairperson

  
VP RUBEN JOHN A. BASA


Vice Chairperson

  
SM EVANGELINE RACELIS

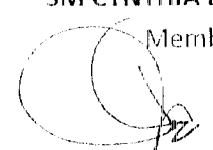
Member

  
SM MARIO S. MATANGUIHAN

Member

  
SM CYNTHIA D. CORVITE

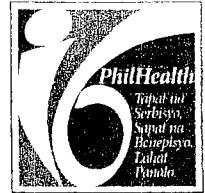
Member

  
ATTY. CHELO ANNE V. CRUZ-DEOCAMPO

Member



Republic of the Philippines  
**PHILIPPINE HEALTH INSURANCE CORPORATION**  
Citystate Centre, 709 Shaw Blvd., Bgy. Oranbo, Pasig City, Philippines  
Trunkline: +63.2.4417444  
[www.philhealth.gov.ph](http://www.philhealth.gov.ph)



## NOTICE OF AWARD

Date Issued: NOVEMBER 23, 2011

**Mr. CARLO BUENAVENTURA**

Senior Account Manager

**CT LINK SYSTEMS, INC.**

4/Fir. Maripola Bldg. 109 Perea St.

Legaspi Vill., Makati City

Telephone: (02) 893-9515

Telefax: (02) 893-5856

Dear Mr. Buenaventura:

We are pleased to notify you that your bid proposal for the re-bidding on the procurement of **Antivirus Software Licenses for 2011** for the execution of *CT Link Systems, Inc.* at the Contract Price equivalent to **One Million Two Hundred Thirty Seven Thousand Five Hundred Pesos (Php 1,237,500.00)** is hereby accepted.

You are hereby required to provide within ten (10) calendar days the **performance security** in the form and amount stipulated in the Bid Documents of the said procurement. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

**DR. EDUARDO P. BANZON**

President and Chief Executive Officer

Conforme:

**Mr. CARLO BUENAVENTURA**

Senior Account Manager

Date: 11/23/11

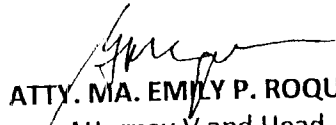
Date: December 01, 2011

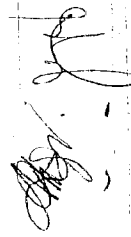
## ORDER OF PAYMENT

TO : THE CASHIER  
FROM : THE HEAD  
SBAC

Please accept the amount of Sixty One Thousand Eight Hundred Seventy Five Pesos (PhP61,875.00) only, from CT LINK SYSTEMS, INC. in the form of MANAGER'S CHECK as payment for its PERFORMANCE SECURITY on the RE-BIDDING FOR THE PROCUREMENT OF ANTIVIRUS SOFTWARE LICENSES FOR 2011 [ITB No. ASL 2011-006- IT].

- 5% of the total contract price – PhP1,237,500.00 = PhP61,875.00

  
ATTY. MA. EMILY P. ROQUE  
✓ Attorney V and Head  
Secretariat for the Bids and Awards Committees





**PHILHEALTH**  
**OFFICIAL RECEIPT**  
Republic of the Philippines  
Philippine Health Insurance Corporation



DATE

12/01/2011

NO. 32608385

Received from: CT LINK SYSTEMS, INC.

Reference:

Zip Code:

Tel. No.:

8935836

NATURE OF COLLECTION	AMOUNT
PERFORMANCE SECURITY  - RE-BIDDING FOR THE PROCUREMENT OF ANTIVIRUS SOFTWARE LICENSES FOR 2011	51,875.00
<b>TOTAL</b>	<b>P 51,875.00</b>
<b>AMOUNT IN WORDS</b> Sixty one thousand eight hundred seventy five and 00/100 PESOS	

	Drawee Bank	Number	Date
<input checked="" type="checkbox"/> Cash			
<input checked="" type="checkbox"/> Check	C.B.I.C.	1072	11/29/2011
<input type="checkbox"/> Money Order			
Premises Debit for:	Received the Amount Stated Above		
Billing Statement No.:	LILLIE FIGUEROA		
Billing Date:	CASHIER		
	COLLECTING OFFICER		

Revised October 2008

OR#32608385 TRANS 00004 LEF 01-Dec-2011 03:53pm P 51,875.00 LG  
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PRO-HCR C.O. - CASHIER

**PAYOR'S COPY**

PAYEE'S ACCOUNT ONLY

ACCOUNT NUMBER  
231-999991-0

MANAGER'S CHECK

CHECK NUMBER  
PER M 01010  
0000001078 0903  
DATE  
November 29, 2011

DOCUMENTARY STAMPS PAID

PAY TO THE ORDER OF PHILIPPINE HEALTH INSURANCE CORPORATION

P 61,875.00

PESOS

PHP SIXTYONE THOUSAND EIGHT HUNDRED SEVENTY FIVE P 00/100 ONLY

CHINA BANK

CHINA BANKING CORPORATION  
LEGASPI VILLAGE - PEREA BRANCH  
G/F GREENBELT MANSION, 108 PEREA ST.  
LEGASPI VILLAGE, MAKATI CITY

VALID WITH A SINGLE SIGNATURE  
UP TO P 100,000.00 ONLY

⑈0000001078⑈01010⑈0903⑈002319999910⑈

knaf

*[Handwritten signature]*

*[Handwritten signature]*

## Section IV. General Conditions of Contract

### 1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

*[Handwritten signatures and initials]*

## 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practices" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- John



#### 4. Governing Law and Language

## 5. Notices

- ## 6. Scope of Contract

- ## 7. Subcontracting

- DS, does not relieve the  
The Supplier will be  
subcontractor, its agents,  
s own acts, defaults, or

- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

**8. Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

**9. Prices**

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

**10. Payment**

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

**11. Advance Payment and Terms of Payment**

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:

- (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

## 12. Taxes and Duties

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

## 13. Performance Security

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

reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### 14. Use of Contract Documents and Information

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

#### 15. Standards

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

#### 16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.



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## 18. Delays in the Supplier's Performance

- [Handwritten signature]*

## 19. Liquidated Damages

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- ## 21. Liability of the Supplier

- ## 22. Force Majeure

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limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## 23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## 24. Termination for Insolvency

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

## 25. Termination for Convenience

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

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

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

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## 26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

## 27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

- (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report.
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

**28. Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

**29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

**30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

## Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>Philippine Health Insurance Corporation</i> .
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is: <b>Philippine Health Insurance Corporation Corporate Operating Budget for CY 2011 in the amount of Two Million Pesos (PhP 2,000,000.00).</b>
1.1(k)	The Project Site is <i>at PhilHealth Head Office, Room 1503, 15<sup>th</sup> Floor Citystate Centre Bldg., 709 Shaw Blvd., Bgy. Oranbo, Pasig City</i>
5.1	The Procuring Entity's address for Notices is: <b>ERNESTO V. BELTRAN, Senior Vice-President, Actuarial Services and Risk Management Sector, and BAC-ITR Chairperson, Room 1002, 10<sup>th</sup> Floor Citystate Centre, 709 Shaw Boulevard, Pasig City</b>
6.2	<p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI.</p> <p><b>Delivery and Documents –</b></p> <p>The Delivery terms of this Contract shall be as follows:</p> <p><b>Antivirus Software Licenses for 2011</b> shall be delivered to Room 1410, 14<sup>th</sup> Floor Citystate Centre Bldg., 709 Shaw Blvd., Bgy. Oranbo, Pasig City. Risk and title will pass from the Supplier to PhilHealth upon receipt and final acceptance of the Goods at their final destination."</p> <p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods and Services to the Project Site, the Supplier shall notify PhilHealth and present the following documents to PhilHealth:</p> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;</li> <li>(iii) Original Supplier's factory inspection report;</li> <li>(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</li> <li>(v) Original and four copies of the certificate of origin (for imported Goods);</li> <li>(vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;</li> <li>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</li> <li>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</li> </ul> <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> <ul 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> </ul>

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	<p>(e) training of PhilHealth's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <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> <p><b>Packaging --</b></p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>PHILIPPINE HEALTH INSURANCE CORPORATION Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>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.</p> <p><b>Insurance --</b></p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p><b>Transportation --</b></p> <p>Phil Health accepts no liability for the damage of Goods during transit. 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 PhilHealth until their receipt and final acceptance at the final destination.</p> <p><b>Patent Rights --</b></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>
9	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GFPB in accordance with Section 61 of R.A. 9184 and its revised IRR.
10.1	NO FURTHER INSTRUCTIONS
10.4	NO FURTHER INSTRUCTIONS

13.1	NO FURTHER INSTRUCTIONS
13.4	NO FURTHER INSTRUCTIONS
13.4(c)	NO FURTHER INSTRUCTIONS
16.1	<p>The bidders should be able to comply with the following:</p> <ul style="list-style-type: none"> <li>• The winning vendor will work in parallel with PHILHEALTH ITMD personnel during the installation and testing of the Antivirus Software.</li> <li>• The installation period to PHILHEALTH office shall be within thirty (30) Calendar Days from receipt of Purchase Order or Notice to Proceed.</li> <li>• The vendor must ensure that the proposed solution will be compatible with the existing equipment and software of PHILHEALTH.</li> <li>• Intensive testing such as server-client connection and configuration checking should be done by the vendor to achieve the functionality and benefits of the antivirus software and licenses.</li> <li>• The winning proponent shall provide Deployment Plan in order to guarantee installation, configuration, testing and actual deployment of the <u>ANTIVIRUS SOFTWARE AND LICENSES</u> as stated in the Technical Specifications.</li> </ul>
17.3	All software should be covered by warranty on services, upgrades and updates of the antivirus software within the license period. The warranty period for the licenses shall commence upon issuance of Acceptance Certificate from the End-user.
17.4 and 17.5	The winning proponent must have a local support that can provide 24x7 phone and technical support to Philhealth within the one (1) year licensing support. During virus outbreak, a maximum of three (3) hours response time (on-site technical support) shall be extended to PhilHealth when the phone support fails to resolve the virus outbreak.
19.1	<p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
20.4	In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
21.1	NO ADDITIONAL PROVISION.

*[Handwritten signatures and initials]*