

**CONTRACT FOR THE RE-BIDDING OF ADDITIONAL THIRTY FOUR (34)
UNITS OF IP-PHONE FOR IP-PBX INCLUDING LICENSES, AVAYA
MANDATORY SOFTWARE SUPPORT AND STRUCTURED CABLING**

THIS AGREEMENT made on the ____ day of ____ 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 17th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **Senior Vice-President, OCTAVINO Q. ESGUERRA**, (hereinafter called "**PHILHEALTH**").

-and-

TRENDS AND TECHNOLOGIES, INC., a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. AS092-07351, issued on October 30, 1992 and existing under the laws of the Republic of the Philippines, with business address at 6/flr. Trafalgar Plaza, 105 H.V. Dela Costa St., Salcedo Vill., Makati City, represented herein by its **Head, Financial Services Group, VICTOR L. TIU**, (hereinafter called "**TRENDS**").

WHEREAS, PHILHEALTH invited Bids for the *Re-Bidding on the Procurement of One (1) Lot Additional Thirty Four (34) units of IP Phone for IP-PBX including Licenses, Avaya Mandatory Software Support and Structured Cabling* and has accepted a Bid by **TRENDS** for the supply of those goods in the sum of **ONE MILLION TWO HUNDRED THIRTY NINE THOUSAND PESOS (PhP1,239,000.00)**, (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. 18, s. 2012 (**Annex "A"**);
 - (b) Terms of Reference (**Annex "B"**);
 - (c) Trends' Technical Proposal (**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 **TRENDS** as hereinafter mentioned, **TRENDS** 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 **TRENDS** 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;

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ~~MAKATI CITY~~ S.S.

BEFORE ME, this OCT 02 2012 day of 2012, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

SVP OCTAVINO Q. ESGUERRA
Philippine Health Insurance Corp.

PHILHEALTH I.D. #

VICTOR L. TIU
Trends & Technologies, Inc.

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of **thirty 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. 202
Page No. 60
Book No. 107
Series of 2012

ATTY. VIRGILIO R. BATALLA
NOTARY PUBLIC FOR MAKATI CITY
APPOINTMENT NO. M-618
UNTIL DECEMBER 31, 2012
ROLL OF ATTORNEY 48348
MCLE COMPLIANCE NO. 111-21854
IBP NO. 706762 -- LIFETIME MEMBER
PTR NO. 0009231 JAN 2, 2012

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**, **TRENDS** 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 Nine Hundred Pesos (PhP123,900.00)** as retention money. **The said amount shall only be released after the lapse of the three (3) year warranty period.** Otherwise, **TRENDS** 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

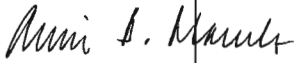

SVP OCTAVINO Q. ESGUERRA
Management Services Sector


TRENDS & TECHNOLOGIES, INC.



VICTOR L. TIU
Head, Financial Services Group

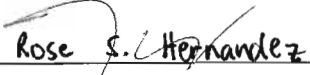
Signed in the presence of:

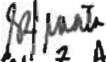

SVP EDGAR JULIO S. ASUNCION
Legal Services Sector


DR. ALVIN B. MARCELO
Chief Information Officer


LOLITA V. TULIAO, CESO V
Physical Resources and Infrastructure Department


HANNAH LORRAINE DALISAY
Division Chief
Accounting and Internal Control Department


Witness for **TRENDS**


Witness for **TRENDS**



**BIDS AND AWARDS COMMITTEE FOR INFORMATION TECHNOLOGY
RESOURCES (BAC-ITR)
RESOLUTION NO. 18, S. 2012**

**RESOLUTION RECOMMENDING THE DECLARATION OF TRENDS AND TECHNOLOGIES, INC.
AS THE BIDDER WITH THE SINGLE CALCULATED AND RESPONSIVE BID (SCRB) AND THE
AWARD THERETO OF THE CONTRACT FOR THE RE-BIDDING ON THE PROCUREMENT OF
ONE (1) LOT ADDITIONAL THIRTY FOUR (34) UNITS OF IP PHONES FOR IP-PBX INCLUDING
LICENSES, AVAYA MANDATORY SOFTWARE SUPPORT AND STRUCTURED CABLING**

WHEREAS, pursuant to BAC-ITR Resolution No. 09, s. 2012, the BAC-ITR recommended the post-disqualification of Trends and Technologies, Inc., declaration of failure of bidding and the conduct of a re-bidding for the procurement of One (1) Lot Additional Thirty Four (34) units of IP-Phones for IP-PBX including Licenses, Avaya Mandatory Software Support and Structured Cabling;

WHEREAS, the Invitation to Bid (ITB) No. IP-PBX 2012-001-IT on the Re-bidding for the Procurement of One (1) Lot Additional Thirty Four (34) units of IP-Phones for IP-PBX including Licenses, Avaya Mandatory Software Support and Structured Cabling with an Approved Budget for the Contract (ABC) of One Million Two Hundred Forty Thousand Pesos (PhP1,240,000.00) was advertised on May 17, 2012 at the Philippine Daily Inquirer (PDI) and was posted at the Phil-GEPS and PhilHealth Corporate website and at conspicuous places located at the PhilHealth Head Office on May 17-23, 2012;

WHEREAS, in response to the said invitation, only one (1) bidder secured the bidding documents, namely Trends and Technologies, Inc.;

WHEREAS, a pre bid conference was held on May 24, 2012 to address the issues and clarifications raised by the prospective bidder and thereafter a bid bulletin was issued on May 29, 2012;

WHEREAS, the Opening of Bids was held on June 5, 2012, wherein Trends and Technologies, Inc. was adjudged as the proponent with the Single Calculated Bid amounting to One Million Two Hundred Thirty Nine Thousand Pesos (PhP1,239,000.00). 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 an evaluation on June 11, 2012 and presented its report in the BAC-ITR meeting held on June 20, 2012 and informed the committee that the bid proposal of Trends and Technologies, Inc. was found to be compliant with the eligibility, technical and financial requirements of PhilHealth;

WHEREAS, the BAC-ITR concurred with the recommendation of the TWG to declare Trends and Technologies, Inc. as the bidder with the Single Calculated and Responsive Bid;


[Handwritten signature]

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 there-bidding on the procurement of **One (1) Lot Additional Thirty Four (34) units of IP-Phones for IP-PBX including Licenses, Avaya Mandatory Software Support and Structured Cabling to TRENDS AND TECHNOLOGIES, INC.**

IT IS SO RESOLVED.

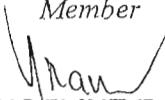
Signed this 20th day of **June 2012** at Pasig City


SVP ERNESTON M. BELTRAN
Chairperson

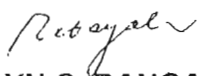

VP NERISSA R. SANTIAGO
Vice-Chairperson

on official business
SM WALTER R. BACAREZA
Member


on official business
ATTY. MICHAEL TROY A. POLINTAN
Member

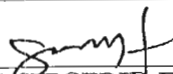

SM EVANGELINE F. RACELIS
Member


DR. ROBERT LOUIE P. SO
Member


EVELYN C. BANGALAN
End-user/Member

☒ APPROVED
☐ DISAPPROVED
☐ Others _____


Dr. EDUARDO P. BANZON
President and CEO
Date Signed: _____

 ATTY. SIEGFRIED E.G. LAPASARAN Head Executive Assistant
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TERMS OF REFERENCE

Additional IP Phones including License and Accessories

Terms Of Reference: *Additional IP Phones including License and Accessories*

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[Handwritten initials]

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.

Realizing the challenges that this mandate brings and the extent of what needs to be administered to fulfill the mission, PHILHEALTH is looking for an Information Technology solution provider who will deliver, install, test, and maintain the additional IP Phones including licenses and its peripherals, to support the mission-critical applications towards better provision of health care services and achieve universal coverage for the entire Filipino population.

II. Project Description

The **Philippine Health Insurance Corporation (PhilHealth)** seeks a proponent that can provide additional IP Phones including licenses that will be 100% compatible with the existing IP PABX system. This will also include structured cabling for IP Phones and a Power over Ethernet Switch for powering up the IP Phones.

The current voice infrastructure of PhilHealth is made up of a duplex server configuration. We have two AVAYA S8730 server connected to three G650 Gateways. We have a fully redundant configuration so that 99.99 % availability is achieved since voice is a real time application. We also host a 15-seater call center using AVAYA Contact Center Express. Our system also supports voicemail and video conferencing for four parties. There are 3 E1 ISDN-PRI that acts as our connection to PSTN for outside calls with-in Metro Manila.

At present, PhilHealth has deployed 260 IP Phones in PhilHealth Central Office and Regional Offices nationwide. There are three (3) Regional Offices with IP PABX system which are integrated to the main IP PABX system of the Central Office. With the new IP PABX system, users are taking advantage of its benefits such as the following: calls between Central Office and Regional offices without NDD charges, voice conferencing, collaboration between offices and many more. Because of this, additional lines/IP Phones are needed to accommodate the growing demands of our users.

PHILHEALTH will be utilizing these IP Phones 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 healthcare service.

III. Proponent's Scope of the Project

This project will cover the delivery, installation, testing, maintenance, documentation, and support of the additional IP Phones including License and Accessories. The proponent should be able to integrate the new IP Phones to the existing AVAYA IP PABX system which is composed of AVAYA S8730 Servers, G650 Gateways and 9620L IP Phones. This project includes a structured cabling.

Specifically, the vendor shall provide the following deliverables:

➤ IP Phones Specification:

1. Hardware

- 1.1.1 Color Display should be at least 3.7 inches x 2.1 inches
- 1.1.2 Must be touch screen
- 1.1.3 Must have at least 4-position adjustable tilt display
- 1.1.4 Must have permanently labeled buttons (speaker, mute, headset, contacts, home, history, message, phone, forwarding and volume
- 1.1.5 Must have at least 24 administrative buttons
- 1.1.6 Must have wideband speakerphone
- 1.1.7 Must have 0-5 soft keys
- 1.1.8 Must have ergonomic hearing aid compatible handset supporting TTD acoustic coupler
- 1.1.9 Must have Bluetooth and DECT headset support with adapter
- 1.1.10 Must have Two message waiting indicators

Terms Of Reference: *Additional IP Phones including License and Accessories*

- 1.1.11 Must have reversible wedge stand for desktop or wall-mount use and dual-position flip stand
- 1.1.12 Must have Ethernet (10/100/1000) line interface
- 1.1.13 Must have Secondary Ethernet (10/100/1000) line interface
- 2. Software
 - 2.1 Must have SIP protocol support
 - 2.2 Must have H.323 protocol support
 - 2.3 Must have Standard-based codec support: G.711, G.726, G.729A/B, and G.722 (G.726 is not available in SIP)
- 3. Platform Support
 - 3.1 Must be 100% compatible with the existing IP-PBX (Avaya Communication Manager)
 - 3.2 Local or centralized electrical power through a 802.3af switch, or local power supply
 - 3.4 HTTP file server

➤ **Structured Cabling:**

Design, delivery and installation of Structured Cabling System, specifically, the contractor shall provide the following deliverables:

- 1. Design and engineering of a Structured Connectivity System
- 2. Supply, installation, termination, testing and commissioning of Structured Cabling for 60 runs UTP cables CAT6 Gigaspeed. (Kindly refer to the horizontal cable facility below)
- 3. Supply, assembly and installation of wire way and support structure suitable for the horizontal cabling facility.
- 4. Supply and installation of wire ways, pipes, fittings and support for the horizontal subsystem
- 5. Supply of technical personnel to assist in the commissioning after submission of one (1) set AS BUILT drawings to include mark-up plans and designated labels.
- 6. Supply and installation of labeling materials including miscellaneous consumable materials necessary for the satisfactory completion of the project
- 7. Testing should be completed with a Cable tester and test result should be provided for each link tested. Any link

which would not meet any of the requirements will be replaced at no cost to PHILHEALTH.

8. Floor Plan and Network Layout (Please refer to Annex 1)
9. Must provide Timetable of Activities

Horizontal Cable Facility (Copper)

1. Category 6 UTP Cable must be used for horizontal structured cabling.
2. Must have 60 sets of Information Outlets consisting of surface jacks, surface box and, surface plate from the designated Distribution Frame to the IP Telephone endpoints:
3. Must have 60 runs of CAT6 UTP cables from the designated IDF to the IP Telephone endpoints.
4. Supply, installation, termination, testing and labeling of Information Outlets, Patch Cords, Line Cords, Modular Patch Panel and all other necessary components. All wiring blocks should be terminated in accordance with TIA/EIA 568 specification.
5. The patch panels must be installed to each individual IDFs of every floor of the PhilHealth Central Office
6. The proponents must provide the following:
 - 60 pcs. Information Outlet (Surface Jack)
 - 60 pcs. Surface Box
 - 60 pcs. Surface Plate (simplex)
 - 120 pcs. Patch Cord CAT6, 7 feet
 - 9 pcs. 24m ports Patch Panels
 - Set of Labeling system
 - Wire Duct
 - Flexible conduit
 - Rolls of UTP cable (CAT 6) for 60 runs
 - Plastic/Metal moldings
 - And other accessories

➤ PoE Switch (24 Ports Layer 2)

Specification:

1. Number of ports: 24 ports plus at least 2 multi-purpose ports
2. Must include at least one GE LC ports for uplinks (mini GBIC)

Terms Of Reference: *Additional IP Phones including License and Accessories*

3. Switching Bandwidth: At least 32 Gbps
4. Forwarding Bandwidth: At least 16 Gbps
5. Port speed: 10/100 Mbps Port density RJ-45; 100/1000 Mbps SFP Port Density
6. Switching: Full Layer 2 Switching
7. Optics: SX, LX, LH, 1000Base-BX
8. The switch port (24 ports RJ-45 Ethernet) must provide power using 802.af
9. MAC Addresses: At least 8,000; VLANs: At least 255; VLAN IDs: At least 4,000; Must support STP; Must have port trunking
10. Link and Protocol Resilience: Single Link LACP; Port Trunking
11. Must have Multi-device Authentication and dynamic VLAN Assignment
12. VLAN: Must have 802.1x Authentication and Dynamic VLAN Assignment; Must Have MAC Based VLANs
13. IEEE Standards Compliance: 802.1d Bridging; 802.3af (Power over Ethernet PoE); 802.1p (QoS); 802.1s Multiple Spanning Tree; 802.1Q Tagging and Priority; 802.1W Rapid Spanning Tree; 802.1x Port-based Authentication; 802.3 10Base-T; 802.3ad Link Aggregation; 802.3u 100Base-TX; 802.3x Flow Control; 802.3z 1000Base-SX/LX; IEEE 802.1AB LLDP; IEEE 802.3ab 1000BaseT
14. IP Multicast: IGMP Snooping; IGMPv1 (RFC 1112); IGMPv2 (RFC 2236)
15. Layer 2 Features: ACL support; DHCP Assist; Jumbo Frames; Address Lock Filtering; Dual Mode VLANs (Voice VLAN); MAC-Layer Filtering; Mirror/Monitor Ports; Support STP
16. Management and Control: BootP (RFC 951 & RFC 1542); Bridge MIB (RFC 1493); Bridge MIB (RFC 1493); Configuration Logging; Ethernet Interface MIB (RFC 1643); Ethernet MIB (RFC 1643); Embedded HTTP; Industry Standard Command Line Interface (CLI); Web based graphical user interface; sFlow (RFC3176); MIB-II (RFC 1213); SNMP v1/v2c; Support for Multiple Syslog Servers; TELNET; TFTP (RFC 783)
17. Security: Authentication, Authorization, and Accounting (AAA) or equivalent; Bi-level Access Mode (Standard and EXEC Level); Protection for Denial of Service attacks; RADIUS; Secure Copy (SCP); Secure Shell (SSHv2) TACACS/TACACS+; Username/Password
18. Scalability : stackable or cascaded for future expansion
19. Mounting: Mounts in an EIA-standard 19 in. Rack (includes mounting kits, bolts, nuts, etc.)

Deliverables:

- 34 units of IP Phones, licenses, and accessories
- Additional Five units of power supply for IP Phones
- Structured Cabling for 60 ports (Please see Annex 1 for Floor plan and layout)
- 1 Unit 24 Ports PoE Switch (Layer 2)

IV. Installation and Testing

- The vendor must ensure that the proposed solution will be compatible with the existing IP PABX system of PHILHEALTH.
- Intensive testing should be done by the vendor to achieve the functionality and benefits of the IP Phones.
- Installation period should not be more than thirty (30) calendar days. The proponent shall indicate the details of installation for the entire project. Both parties will determine the installation and implementation based upon the agreed schedule. Implementation will immediately commence upon the issuance of the Notice to Proceed. The winning proponent shall guarantee installation and testing within the specified period of agreed schedule.
- A project management service should be included in the proposal. The proponent shall indicate the details of installation for the entire project. Both parties will determine the installation and implementation based upon the agreed schedule. The winning proponent shall guarantee installation and testing of the equipment within the specified period of agreed schedule.

V. Warranty

The following must be provided by the vendor FREE OF CHARGE for the duration of the warranty period:

- The equipment should be covered by warranty on parts and services for at least three (3) years. The warranty period for the hardware supplied shall commence upon acceptance.
- A comprehensive maintenance program for the first three-year period shall be included in the proposal. The comprehensive maintenance program shall include replacements for all parts, which should be locally available.
- The vendor shall ensure continuous inventory of all critical parts of all equipment.

Terms Of Reference: *Additional IP Phones including License and Accessories*

- The vendor must ensure that PHILHEALTH would be given the following:
 - Firmware updates, software patches and upgrades/updates, driver updates and agents for the management software – FREE (via www or CD)
 - Parts replacement – FREE for the duration of the warranty period

VI. After-sales Support and Maintenance

- During the warranty period, the vendor shall provide highly experienced and trained technical personnel or engineers to service the IP Phones, PoE Switch and all of its component/peripherals whenever hardware and/or any related problem should occur. Service engineers must be under the winning bidder's supervision in rendering the required support and maintenance. Hence, a list of support personnel with detailed resume on experience and training must be provided by the winning bidder.
- On call support shall be available 24 hours a day, 7 days a week. On-site support must have a response time of not more than 4 hours from the time of the call in cases wherein the phone support could not solve the problem.
- On hardware repair, testing shall be done on-site to know the extent of the problem. All components beyond repair shall be replaced at no cost during the effectivity and conditions of the warranty. Service units should be available for the server system and peripherals within a day after testing and diagnosis for temporary replacement of the defective unit(s). The service unit will remain until such time that the defective unit has been repaired or replaced.
- Should the equipment need to undergo repair, the costs for labor, parts and courier (pull-out for repair and on-site delivery upon repair) shall be charged to the proponent.
- The winning bidder must be an authorized service delivery partner of the manufacturer of the IP Phones/PoE Switch.

VII. Documentation

- The bidder must provide user and system manuals and technical materials of the equipment. Complete documentation of hardware, software and licenses.

- Must provide AS BUILT plan of the distribution of the structured cabling.

VIII. Acceptance

- PHILHEALTH technical personnel must review and approve the installation and testing conducted by the vendor.
- All deliverables mentioned above should be checked by PHILHEALTH and complied by the vendor before the final acceptance and turn over of the equipment.
- Project acceptance must be within the sixty (60) day period (30 days for the delivery plus 30 days for the installation). If the proponent failed to meet the cut-off date, a corresponding penalty for the late delivery of goods or services will be charged against the winning bidder.

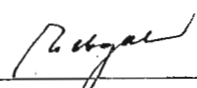
IX. Delivery Addresses and Date:

- The bidder must deliver the IT equipment not more than thirty (30) days after the effective date of the contract or the issuance of the Notice to Proceed (NTP). All IT equipment must be delivered at 15th Floor Room 1503 Citystate Centre Building, 709 Shaw Blvd., Pasig City.

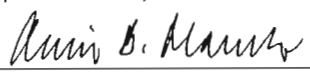
- X. All items in the specifications are generic and not tailor fitted to any brand.

Recommending Approval:


Rodolfo B. Del Rosario, Jr.
OIC, IT Management Dept.


Evelyn C. Bangalan
Senior Manager, PRID

Approved by:


Dr. Alvin B. Marcelo
Chief Information Officer

Terms Of Reference: Additional IP Phones including License and Accessories

Section VII. Technical Specifications

SPECIFICATION	Statement of Compliance
<p>* Statement of Compliance: Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</p>	
1. SCOPE OF THE PROJECT:	Statement of Compliance
This project will cover the delivery, installation, testing, maintenance, documentation, and support of the additional IP Phones including License and Accessories. The proponent should be able to integrate the new IP Phones to the existing AVAYA IP PABX system which is composed of AVAYA S8730 Servers, G650 Gateways and 9620L IP Phones. This project includes a structured cabling.	COMPLY
2. IP PHONES SPECIFICATION	
Specifically, the vendor shall provide the following deliverables:	
1. Hardware	COMPLY
1.1.1 Color Display should be at least 3.7 inches x 2.1 inches	COMPLY
1.1.2 Must be touch screen	COMPLY
1.1.3 Must have at least 4-position adjustable tilt display	COMPLY
1.1.4 Must have permanently labeled buttons (speaker, mute, headset, contacts, home, history, message, phone, forwarding and volume	COMPLY
1.1.5 Must have at least 24 administrative buttons	COMPLY
1.1.6 Must have wideband speakerphone	COMPLY
1.1.7 Must have 0-5 soft keys	COMPLY
1.1.8 Must have ergonomic hearing aid compatible handset supporting TTD acoustic coupler	COMPLY
1.1.9 Must have Bluetooth and DECT headset support with adapter	COMPLY
1.1.10 Must have Two message waiting indicators	COMPLY
1.1.11 Must have reversible wedge stand for desktop or wall-mount use and dual-position flip stand	COMPLY
1.1.12 Must have Ethernet (10/100/1000) line interface	COMPLY
1.1.13 Must have Secondary Ethernet (10/100/1000) line interface	COMPLY
2. Software	
2.1 Must have SIP protocol support	
2.2 Must have H.323 protocol support	
2.3 Must have Standard-based codec support: G.711, G.729A/B, and G.722 (G.726 is not available in SIP)	
3. Platform Support	
3.1 Must be 100% compatible with the Avaya Communication Manager	

3.2	Local or centralized electrical power through a 802.3af switch, or local power supply	COMPLY
3.4	HTTP file server	COMPLY
3. STRUCTURED CABLING		
Design, delivery and installation of Structured Cabling System, specifically, the contractor shall provide the following deliverables:		COMPLY
1.	Design and engineering of a Structured Connectivity System	COMPLY
2.	Supply, installation, termination, testing and commissioning of Structured Cabling for 60 runs UTP cables CAT6 Gigaspeed. (Kindly refer to the horizontal cable facility below)	COMPLY
3.	Supply, assembly and installation of wire way and support structure suitable for the horizontal cabling facility.	COMPLY
4.	Supply and installation of wire ways, pipes, fittings and support for the horizontal subsystem	COMPLY
5.	Supply of technical personnel to assist in the commissioning after submission of one (1) set AS BUILT drawings to include mark-up plans and designated labels	COMPLY
6.	Supply and installation of labeling materials including miscellaneous consumable materials necessary for the satisfactory completion of the project	COMPLY
7.	Testing should be completed with a Cable tester and test result should be provided for each link tested. Any link which would not meet any of the requirements will be replaced at no cost to PHILHEALTH.	COMPLY
8.	Floor Plan and Network Layout (Please refer to Page 47)	COMPLY
9.	Must provide Timetable of Activities	COMPLY
Horizontal Cable Facility (Copper)		COMPLY
1.	Category 6 UTP Cable must be used for horizontal structured cabling.	COMPLY
2.	Must have 60 sets of Information Outlets consisting of surface jacks, surface box and, surface plate from the designated Distribution Frame to the IP Telephone endpoints.	COMPLY
3.	Must have 60 runs of CAT6 UTP cables from the designated IDF to the IP Telephone endpoints.	COMPLY
4.	Supply, installation, termination, testing and labeling of Information Outlets, Patch Cords, Line Cords, Modular Patch Panel and all other necessary components. All wiring blocks should be terminated in accordance with TIA/EIA 568 specification.	COMPLY
5.	The patch panels must be installed to each individual IDFs of every floor of the PhilHealth Central Office	COMPLY
6.	The proponents must provide the following:	COMPLY
➤	60 pcs. Information Outlet (Surface Jack)	COMPLY
➤	60 pcs. Surface Box	COMPLY
➤	60 pcs. Surface Plate (simplex)	COMPLY
➤	120 pcs. Patch Cord CAT6, 7 feet	COMPLY

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➤	9 pcs. 24m ports Patch Panels	COMPLY
➤	Set of Labeling system	COMPLY
➤	Wire Duct	COMPLY
➤	Flexible conduit	COMPLY
➤	Rolls of UTP cable (CAT 6) for 60 runs	COMPLY
➤	Plastic/Metal moldings	COMPLY
➤	And other accessories	COMPLY
4. PoE Switch (24 Ports Layer 2)		
Specification:		
1.	Number of ports: 24 ports plus at least 2 multi-purpose ports	COMPLY
2.	Must include at least one GE LC ports for uplinks (mini GBIC)	COMPLY
3.	Switching Bandwidth: At least 32Gbps	COMPLY
4.	Forwarding Bandwidth: At least 16Gbps	COMPLY
5.	Port speed: 10/100Mbps Port density RJ-45; 100/1000 Mbps SFP Port Density	COMPLY
6.	Switching: Full Layer 2 Switching	COMPLY
7.	Optics: SX, LX, LH, 1000Base-BX	COMPLY
8.	The switch port (24 ports RJ-45 Ethernet) must provide power using 802.3af	COMPLY
9.	MAC Addresses: At least 8,000; VLANs: At least 255; VLAN IDs: At least 4,000; Must support STP; Must have port trunking	COMPLY
10.	Link and Protocol Resilience: Single Link LACP; Port Trunking	COMPLY
11.	Must have Multi-device Authentication and dynamic VLAN Assignment	COMPLY
12.	VLAN: Must have 802.1x Authentication and Dynamic VLAN Assignment; Must Have MAC Based VLANs	COMPLY
13.	IEEE Standards Compliance: 802.1d Bridging; 802.3af (Power over Ethernet PoE); 802.1p (QoS); 802.1s Multiple Spanning Tree; 802.1Q Tagging and Priority; 802.1W Rapid Spanning Tree; 802.1x Port-based Authentication; 802.3 10Base-T; 802.3ad Link Aggregation; 802.3u 100Base-TX; 802.3x Flow Control; 802.3z 1000Base-SX/LX; IEEE 802.1AB LLDP; IEEE 802.3ab 1000Base-T	COMPLY
14.	IP Multicast: IGMP Snooping; IGMPv1 (RFC 1112); IGMPv2 (RFC 2236)	COMPLY
15.	Layer 2 Features: ACL support; DHCP Assist; Jumbo Frames; Address Lock Filtering; Dual Mode VLANs (Voice VLAN); MAC-Layer Filtering; Mirror/Monitor Ports; Support STP	COMPLY
16.	Management and Control: BootP (RFC 951 & RFC 1542); Bridge MIB (RFC 1493); Bridge MIB (RFC 1493); Configuration Logging; Ethernet Interface MIB (RFC 1643); Ethernet MIB (RFC 1643); Embedded HTTP; Industry Standard Command Line Interface (CLI); Web based graphical user interface; sFlow (RFC 3176); MIB-II (RFC 1213); SNMP v1/v2c; Support for Multiple Syslog Servers; TELNET; TFTP (RFC 783)	COMPLY
17.	Security: Authentication, Authorization, and	COMPLY

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Accounting (AAA) or equivalent; Bi-level Access Mode (Standard and EXEC Level); Protection for Denial of Service attacks; RADIUS; Secure Copy (SCP); Secure Shell (SSHv2) TACACS/TACACS+; Username/Password		
18. Scalability: stackable or cascaded for future expansion	COMPLY	
19. Mounting: Mounts in an EIA-standard 19 in. Rack (includes mounting kits, bolts, nuts, etc.)	COMPLY	
5. DELIVERABLES		
➤ 34 units of IP Phones, licenses, and accessories	COMPLY	
➤ Additional Five units of power supply for IP Phones	COMPLY	
➤ Structured Cabling for 60 ports (Please see Page 47 for Floor plan and layout)	COMPLY	
➤ 1 Unit 24 Ports PoE Switch (Layer 2)	COMPLY	
6. INSTALLATION AND TESTING		
• The vendor must ensure that the proposed solution will be compatible with the existing IP PABX system of PHILHEALTH.	COMPLY	
• Intensive testing should be done by the vendor to achieve the functionality and benefits of the IP Phones.	COMPLY	
• Installation period should not be more than thirty (30) calendar days. The proponent shall indicate the details of installation for the entire project. Both parties will determine the installation and implementation based upon the agreed schedule. Implementation will immediately commence upon the issuance of the Notice to Proceed. The winning proponent shall guarantee installation and testing within the specified period of agreed schedule.	COMPLY	
• A project management service should be included in the proposal. The proponent shall indicate the details of installation for the entire project. Both parties will determine the installation and implementation based upon the agreed schedule. The winning proponent shall guarantee installation and testing of the equipment within the specified period of agreed schedule.	COMPLY	
7. WARRANTY		
The following must be provided by the vendor FREE OF CHARGE for the duration of the warranty period:	COMPLY	
• The equipment should be covered by warranty on parts and services for at least three (3) years. The warranty period for the hardware supplied shall commence upon acceptance.	COMPLY	
• A comprehensive maintenance program for the first three-year period shall be included in the proposal. The comprehensive maintenance program shall include replacements for all parts, which should be locally available.	COMPLY	
• The vendor shall ensure continuous inventory of all critical parts of all equipment.	COMPLY	

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the proponent failed to meet the cut-off date, a corresponding penalty for the late delivery of goods or services will be charged against the winning bidder.		
11. DELIVERY ADDRESS AND DATE		
<ul style="list-style-type: none"> The bidder must deliver the IT equipment not more than thirty (30) days after the effective date of the contract or the issuance of the Notice to Proceed (NTP). All IT equipment must be delivered at 15th Floor Room 1503 Citystate Centre Building, 709 Shaw Blvd., Pasig City. 	COMPLY	
12. All items in the specifications are generic and not tailor fitted to any brand.		

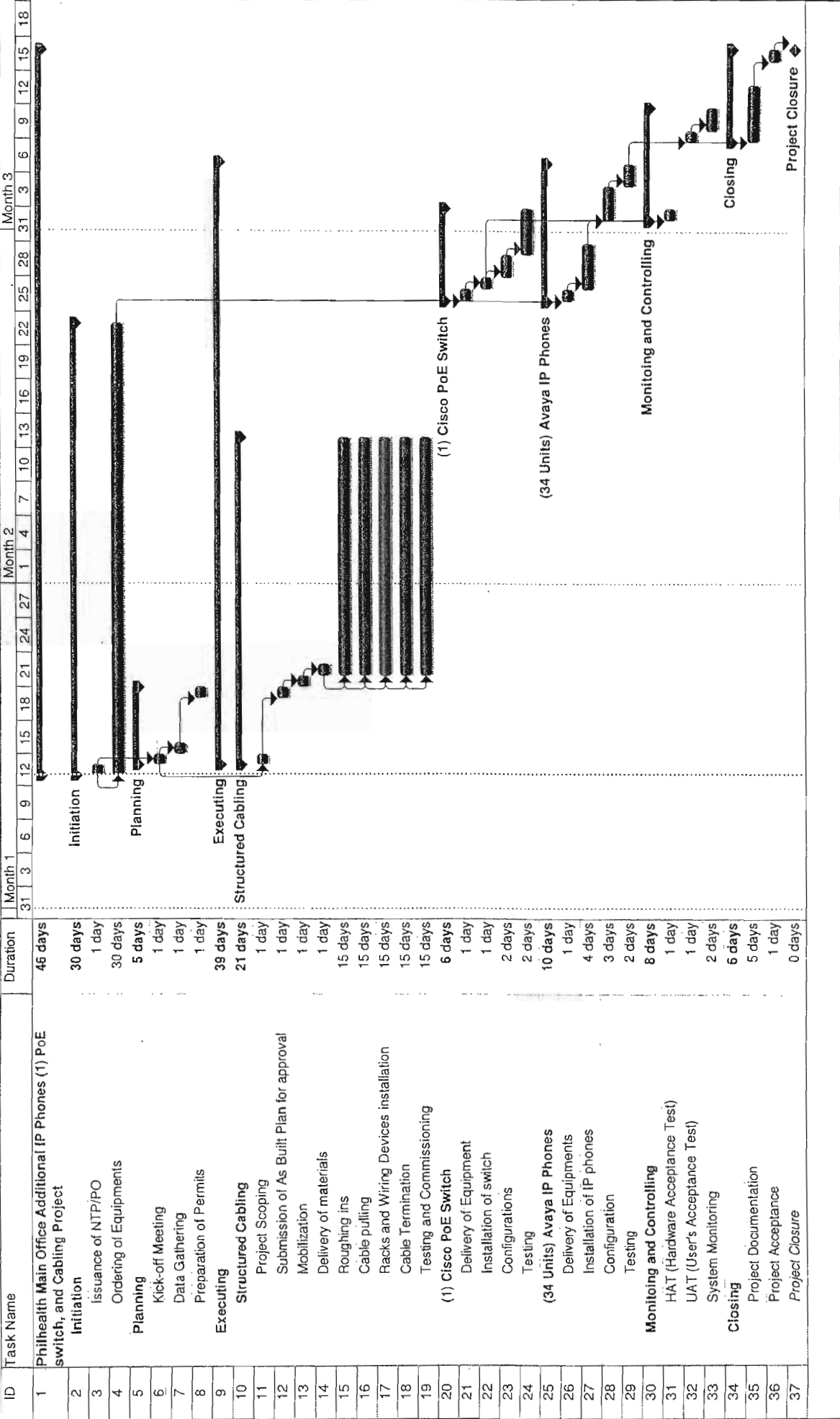
I hereby certify to comply with all the above Technical Specifications

TRENDS & TECHNOLOGIES, INC.
Name of Company/Bidder

[Signature]
SHIRLEY Z. AMATA
Signature over Printed Name of Representative

JUNE 04, 2012
Date

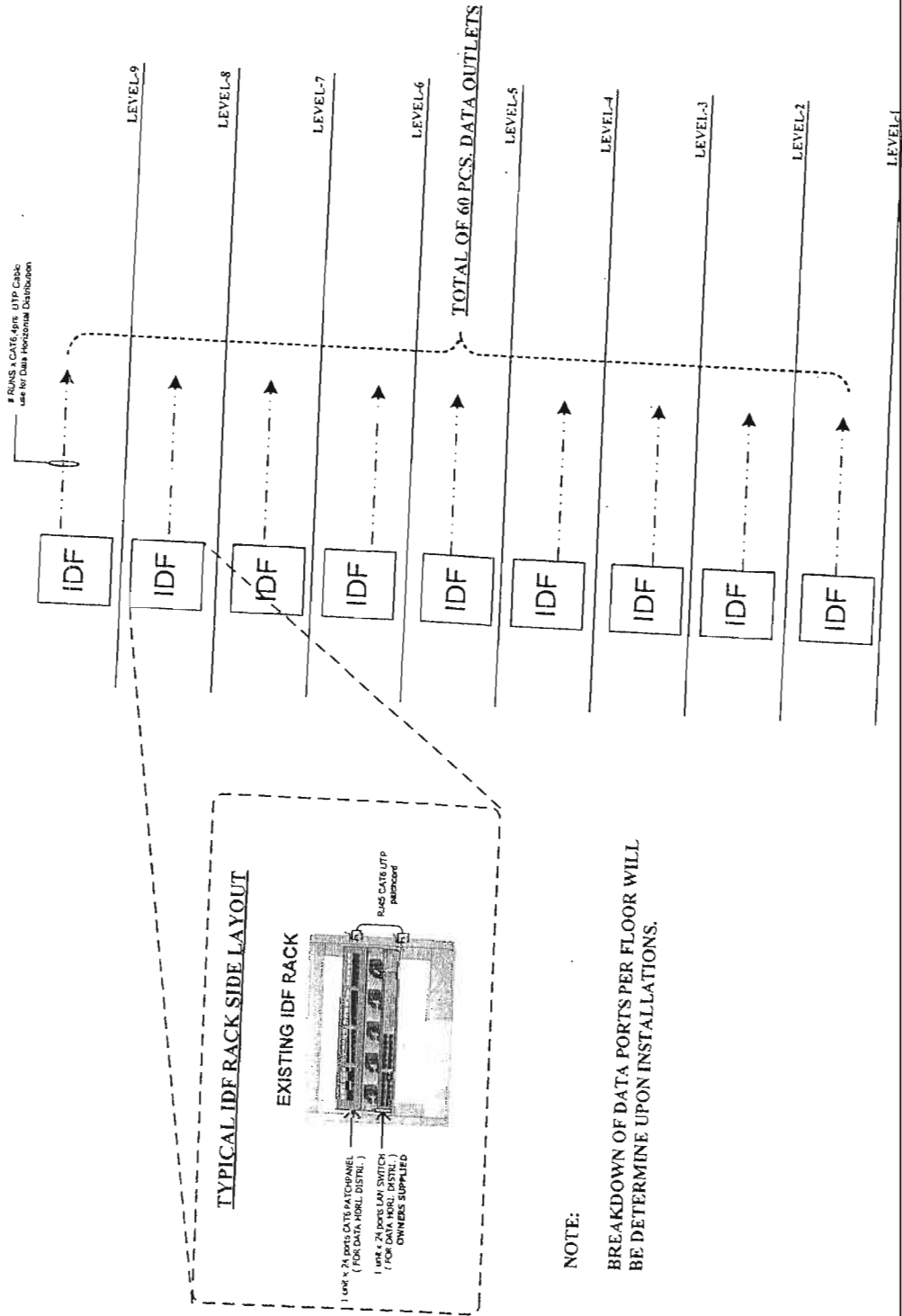
[Signature]
TRENDS AND TECHNOLOGIES, INC.
CERTIFIED TRUE COPY



Task	Milestone	External Tasks
Split	Summary	External Milestone
Progress	Project Summary	Deadline

Project: Philhealth Head Office Avaya
IP-PBX Expansion additional 34 phones
Date: June 4, 2012

84/ma



204 male

SYSTEM DESIGN DIAGRAM

SHEET CONTENT:

REV.	DESCRIPTION	DATE	BY	CHKD.	APPD.
0	ISSUED FOR PROPOSAL	06 FEB 2012	SVT	JPS	

PROJECT TITLE: PROPOSED STRUCTURED CABLING SYSTEM

OWNER / CLIENT'S NAME: PHIL HEALTH

SITE LOCATION: CITY STATE BLDG. FLOOR

REF. NO. EVD-2011-028-00

SCALE: NTS

SHEET: 1 OF 1

105 Trafalgar Plaza, 105th V Dept Court, St. Petersburg, Florida 33701
Tel: 407.815.5385 to 73 Fax: 407.815.5376 Website: www.105pl.com



NOTICE OF AWARD

Date Issued: **16 JUL 2012**

Mr. VICTOR L. TIU
Head, Financial Services Group
Trends and Technologies, Inc.
6/Ftr. Trafalgar Plaza, 105 H.V. Dela Costa,
Makati City
Telephone: (02)811-8181 loc. 3007
Telefax: (02) 814-0130

Dear Mr. Tiu:

We are pleased to notify you that your bid proposal for the procurement of **One (1) Lot Additional Thirty Four (34) units IP Phones for IP-PBX including Licenses, Avaya Mandatory Software Support, Accessories and Structured Cabling** for the execution of *Trends and Technologies, Inc.* at the Contract Price equivalent to **One Million Two Hundred Thirty Nine Thousand Pesos (PhP1,239,000.00)** 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. VICTOR L. TIU
Head, Financial Services Group
Date: _____

OIC BOND NO. G(13)81528

PGA BOND NO. BD-G13-HCM-0040298

PERFORMANCE BOND

Premium	F	2,044.35
Doc. Stamps		255.54
EVAT		245.32
Local Tax		4.09
Other Charges		200.00
TOTAL	(P)	2,749.30

7/24/12

KNOW ALL MEN BY THESE PRESENTS:

That **TRENDS AND TECHNOLOGIES, INC.** of 6TH FLOOR TRAFALGAR PLAZA 105 H.V. DELA COSTA STREET SALCEDO VILLAGE, MAKATI CITY, as **PRINCIPAL** and **PRUDENTIAL GUARANTEE AND ASSURANCE INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, as **SURETY**, are held and firmly bound unto **PHILIPPINE HEALTH INSURANCE CORPORATION** as **OBLIGEE** in the sum of PESOS: **THREE HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED ONLY (P371,700.00)** Philippine Currency, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, The above-named Principal was awarded the Bid/Contract to _____ :

To guarantee the full and faithful performance of the Principal to complete the Procurement of One (1) Lot Additional Thirty Four (34) Unit IP Phones for IP-PBX including Licenses, Avaya Mandatory Software Support, Accessories Cabling, as per Notice of Award dated July 16, 2012, a copy of which is hereto attached to form an integral part of this bond;

PROVIDED, HOWEVER, that the liability of Surety under this bond is shall in no case exceed the total sum of PESOS: **THREE HUNDRED SEVENTYONE THOUSAND SEVEN HUNDRED ONLY (Php371,700.00)**, Philippine Currency;

WHEREAS, said **OBLIGEE** requires said **PRINCIPAL** to give a good and sufficient bond in the above stated sum to secure the full and faithful performance on his part of said **contract**;

NOW THEREFORE, if the **PRINCIPAL** shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements stipulated in said **contract** then, this obligation shall be null and void; otherwise it shall remain in full force and effect.

The liability of **PRUDENTIAL GUARANTEE AND ASSURANCE INC.**, under this bond will expire on **November 14, 2012**; Furthermore, it is hereby agreed and understood that **PRUDENTIAL GUARANTEE AND ASSURANCE INC.**, shall not be liable for any claim not discovered and presented to the company within fifteen (15) days from the expiration of this bond or occurrence of the default or failure of the principal, whichever is the earliest, and that the obligee hereby waives his right to file any claim against the Surety after the termination of the period of fifteen days above mentioned after which time this bond shall definitely terminate and be deemed absolutely cancelled.

IN WITNESS WHEREOF, we have set our hands this **17th day of July, 2012**.

TRENDS AND TECHNOLOGIES, INC.

Principal

By:

HASAN FARD
CHAIRMAN

PRUDENTIAL GUARANTEE AND ASSURANCE INC.

TIN 000-491-813

By:

GUIA LAGUIO-FLAMINIANO
VICE PRESIDENT

JUSTINO T. GO
SENIOR VICE PRESIDENT

Signed in the Presence of :

REPUBLIC OF THE PHILIPPINES }
CITY OF MAKATI }

S.S. BD-C13-HOM-0040298

On this 17th day of July, 2012, personally appeared before me:

Name	Valid ID No.	Issued on	Issued at
HASAN FARD			
JUSTINO T. GO	03-0249972-0		
GUIA LAGUIO-FLAMINIANO	33-3013743-3		
PRUDENTIAL GUARANTEE AND ASSURANCE INC.	CI-00076421	Jan. 05, 2012	Makati City

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

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Book No.	VII
Series of	2012

ATTY. ROGEL R. ATIENZA

Notary Public for Makati City
Until December 31, 2012 under
Appointment No. M-623 (2011-2012)
G/F Coyute House, #119 C. Palanca St.,
Legaspi Village, Makati City, Metro Manila
PTR No. 3181709-Jan. 5, 2012 - Makati City
IBP No. 879558 - Jan. 5, 2012 - Pasig City
Roll of Attorney No. 22649

MCLE Compliance No. III-0003946 - June 19, 2009

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

Ms. & Mr. GUIA LAGUIO-FLAMINIANO AND JUSTINO T. GO

of PRUDENTIAL GUARANTEE AND ASSURANCE INC. with TIN 047-000-491-813 having been duly sworn, state and depose that PRUDENTIAL GUARANTEE AND ASSURANCE INC. is actually worth the amount specified in the foregoing undertaking to wit: THREE HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED PESOS ONLY (Php 371,700.00) Philippine Currency, over and above all just debts and obligations and property exempt from execution.

GUIA LAGUIO-FLAMINIANO

(Affiant/s)

JUSTINO T. GO

SUBSCRIBED AND SWORN TO before me this 17th day of July, 2012 at Makati, Philippines, Affiant/s having exhibited to me their valid Identification No. as above indicated.

WITNESS MY HAND AND SEAL.

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Book No.	VII
Series of	2012

ATTY. ROGEL R. ATIENZA

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IBP No. 879560 - Jan. 5, 2012 - Pasig City
Roll of Attorney No. 22649

MCLE Compliance No. III-0003946 - June 19, 2009

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.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

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

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

7.1. Subcontracting of any portion of the Goods, if allowed in the BDS does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

- 7.2. 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

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

14. Use of Contract Documents and Information

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

15. Standards

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

16. Inspection and Tests

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

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of

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

20. Settlement of Disputes

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

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not

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

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

23. Termination for Default

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

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

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

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

24. Termination for Insolvency

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

25. Termination for Convenience

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

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

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

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

26. Termination for Unlawful Acts

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

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

27. Procedures for Termination of Contracts

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

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

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

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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

Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is Philippine Health Insurance Corporation.
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is: Philippine Health Insurance Corporation Corporate Operating Budget for CY 2012 in the amount of One Million Two Hundred Forty Thousand Pesos (PhP 1,240,000.00)
1.1(k)	The Project Site is <i>at PhilHealth Head Office</i>
5.1	The Procuring Entity's address for Notices is: ERNESTO V. BELTRAN, Senior Vice-President, Actuarial and Risk Management Sector, and BAC-ITR Chairperson, Room 1002, 10th Floor CityState Centre, 709 Shaw Boulevard, Pasig City
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>Delivery and Documents --</p> <p>The Delivery terms of this Contract shall be as follows:</p> <p>One (1) Lot Additional Thirty Four (34) units of IP Phones for IP-PBX including Licenses, Avaya Mandatory Software Support, Accessories and Structured Cabling shall be delivered to Room 1503, 15th 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"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p>Incidental Services --</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

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	<p>(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</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>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of <i>three (3) years</i>.</p> <p>Packaging –</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>Insurance –</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>Transportation –</p> <p>PhilHealth 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>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
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10.2	NO FURTHER INSTRUCTIONS	
10.4	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"> • The winning bidder should work in parallel with PHILHEALTH Physical Resources and Infrastructure Department (PRID) during the installation, testing, and commissioning of the Project. • The bidders must ensure that the proposed One (1) Lot Additional Thirty Four (34) units of IP Phones for IP-PBX including Licenses, Avaya Mandatory Software Support, Accessories and Structured Cabling is compatible with the existing equipment of PHILHEALTH. • Intensive testing should be done by the winning bidder to achieve the functionality and benefits of the One (1) Lot Additional Thirty Four (34) units of IP Phones for IP-PBX including Licenses, Avaya Mandatory Software Support, Accessories and Structured Cabling. 	
17.3	<ul style="list-style-type: none"> • The maintenance period will be for a period of three (3) years. • All software/hardware should be covered by warranty on services, upgrades and updates on the One (1) Lot Additional Thirty Four (34) units of IP Phones for IP-PBX including Licenses, Avaya Mandatory Software Support, Accessories and Structured Cabling within the maintenance period which shall commence upon acceptance of the delivered goods. 	
17.4	<p>The period for correction of defects within the warranty period are:</p> <ul style="list-style-type: none"> • The bidders should be able to provide expert personnel to service the One (1) Lot Additional Thirty Four (34) units of IP Phones for IP-PBX including Licenses, Avaya Mandatory Software Support, Accessories and Structured Cabling whenever problems should occur. • The winning bidder should provide an 24x7 phone and technical support to PhilHealth within the three (3) years contract. <p>Expenses for the technical personnel who will provide the technical service on-site to PHILHEALTH shall be at the expense of the winning bidder.</p>	
21.1	NO ADDITIONAL PROVISION.	

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