

CONTRACT FOR THE BIDDING OF TWELVE (12) UNITS LASERJET
NETWORK PRINTER

07 MAY 2012

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 18th 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-

OTUS COPY SYSTEMS, INC., a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. CS200606472, issued on May 3, 2006 and existing under the laws of the Republic of the Philippines, with business address at UD 9 David Bldg. 2, #567 Shaw Blvd, Pasig City, represented herein by its **President, ERWIN C. MANARPIIS**, (hereinafter called "**OTUS**").

WHEREAS, **PHILHEALTH** invited Bids for the **Bidding on the Procurement of Twelve (12) units Laserjet Network Printer** and has accepted a Bid by **OTUS** for the supply of those goods in the sum of **FOUR HUNDRED EIGHTY EIGHT THOUSAND SIX HUNDRED FORTY PESOS (PhP488,640.00)**, (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. 05, S. 2012 (**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) Otus' Technical Proposal (**Annex "F"**);
 - (g) General Conditions of the Contract (GCC) (**Annex "G"**); and
 - (h) Special Conditions of the Contract (SCC) (**Annex "H"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **OTUS** as hereinafter mentioned, **OTUS** 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 **OTUS** 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, OTUS** 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 **Forty Eight Thousand Eight Hundred Sixty Four Pesos (PhP48,864.00)** as retention money. **The said amount shall only be released after the lapse of the three (3) year warranty period.** Otherwise, **OTUS** 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.

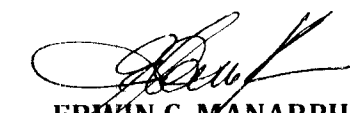
The PARTIES hereby certify that they have read or caused to be read to them each and every provision of the foregoing Contract and that they had fully understood the same.

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

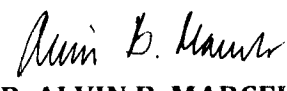

SVP OCTAVINO Q. ESGUERRA
Management Services Sector


OTUS COPY SYSTEMS, INC.



ERWIN C. MANARPIIS
President


Signed in the presence of:

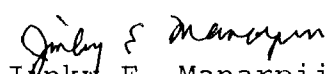

SVP EDGAR JULIO S. ASUNCION
Legal Services Sector


DR. ALVIN B. MARCELO
Chief Information Officer


EVELYN C. BANGALAN
Physical Resources and Infrastructure Department


BIBIANA T. CRUZ *POF # 04-2012-084*
Division Chief *CAF # 2012-04-18*
Accounting and Internal Control Department


Reynaldo V. Silvino
Witness for **OTUS**


Jenky E. Manarpiis
Witness for **OTUS**

ACKNOWLEDGEMENT

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

BEFORE ME, this MAY 07 2012 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. # _____


ERWIN C. MANARPIIS
Otus Copy Systems, Inc.

PHILHEALTH ID # 19-089876324-6
PASSPORT NO. VV089961

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of *thirty nine (39) 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. 172
Page No. 35
Book No. 04
Series of 2012


EVARISTO B. URBINA
NOTARY PUBLIC
UNTIL DEC. 31, 2012
PTR # 9196113-B Q.C.
TIN # 168-417-241



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre, 709 Shaw Blvd., Esg. Oranbo, Pasig City, Philippines
Trunkline +63.2 6379999
www.philhealth.gov.ph



**BIDS AND AWARDS COMMITTEE FOR INFORMATION
TECHNOLOGY RESOURCES (BAC-ITR)
RESOLUTION NO. 05, S. 2012**

**RESOLUTION RECOMMENDING THE DECLARATION OF OTUS COPY SYSTEMS, INC. AS THE
BIDDER WITH THE LOWEST CALCULATED AND RESPONSIVE BID (LCRB) AND THE AWARD
THERETO OF THE CONTRACT FOR THE PROCUREMENT OF TWELVE (12) UNITS LASERJET
NETWORK PRINTER**

WHEREAS, the Invitation to Bid (ITB) No. LNP 2011-011-IT on the Procurement of Twelve (12) units Laserjet Network Printer with an Approved Budget for the Contract (ABC) of Eight Hundred Fifty Six Thousand Five Hundred Twenty One pesos and Sixty Centavos (PhP856,521.60) was advertised on December 23, 2011 at the Philippine Daily Inquirer (PDI) and was posted at the Phil-GEPS and PhilHealth Corporate websites and at conspicuous places located at the Philhealth Head Office on December 23-30, 2011;

WHEREAS, in response to the said invitation, three (3) suppliers secured the bidding documents, namely Philcopy Corporation, Otus Copy Systems, Inc. and Unison Computer Systems, Inc.;

WHEREAS, a pre bid conference was held on January 13, 2012 to address the issues and clarifications raised by the prospective bidders and thereafter a bid bulletin was issued on January 18, 2012;

WHEREAS, the Opening of Bids was held on January 25, 2012 wherein the bid proposal of Otus Computer Systems, Inc. was adjudged as the Lowest Calculated Bid in the amount of Four Hundred Eighty Eight Thousand Six Hundred Forty pesos (PhP488,640.00). 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 January 31 and February 3, 2012 and presented its report in the BAC-ITR meeting held on February 15, 2012 and informed the committee that the bid proposal of Otus Computer Systems, Inc. was found to be compliant with the eligibility, technical and financial requirement of PhilHealth;

WHEREAS, the BAC-ITR concurred with the recommendation of the TWG to declare the bid proposal of Otus Computer Systems, Inc. as the bidder with the Lowest Calculated and Responsive Bid;

Resolution Recommending the declaration of Otus Copy Systems, Inc. as the bidder with the Lowest Calculated and Responsive Bid (LCRB) and the Award thereto of the Contract for the Procurement of Twelve (12) units Laserjet Network Printer

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 procurement of "Twelve (12) units Laserjet Network Printer" to OTUS COPY SYSTEMS, INC.

IT IS SO RESOLVED.

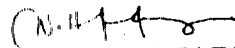
Signed this 15th day of February 2012 at Pasig City

on leave

SVP ERNESTO V. BELTRAN
Chairperson



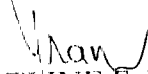
VP NERISSA R. SANTIAGO
Vice-Chairperson



SM WALTER R. BACAREZA
Member



ATTY. MICHAEL TROYA A. POLINTAN
Member



SM EVANGELINE F. RACELIS
Member

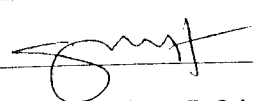
On official business

DR. ROBERT LOUIE P. SO
Member

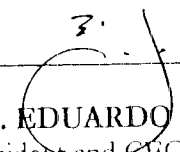


SM EVELYN C. BANGALAN
Proc-user/Member

☒ APPROVED
☐ DISAPPROVED



ATTY. SIEGFRIED E.G. IAPASARAN
Head Executive Assistant



DR. EDUARDO P. BANZON
President and CEO
Date Signed: 2/22/12

TERMS OF REFERENCE

PURCHASE OF NETWORK LASERJET PRINTER

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

PHIC needs to acquire LaserJet Network Printer with specifications that will be responsive and supportive of the functions and operations of the Corporation.

The general specifications of the LaserJet Network Printer are expressed in functional terms in addressing the need of our Corporation. The specifications also provide sufficient information that are both cost-effective and appropriate as solutions for the I.T. needs of the Corporation.

III. Approved Budget for the Contract

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

Quantity	Description	Amount
12	Network LaserJet Printer	Php 856,521.60

IV. SUPPLY, DELIVERY, AND TESTING SCHEDULE

- 4.1 The delivery and installation period to PHIC office shall be thirty (30) calendar days upon the issuance of Notice to Proceed. All expenses for the delivery of the IT equipment shall be at the expense of the winning bidder. A penalty of one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the PHIC authorized representatives.
- 4.2 The proponent should provide the description of LaserJet Network Printer, the breakdown of parts (with serial numbers), software CD, and power adapter (if applicable).
- 4.3 All user manuals, technical materials, system manuals, troubleshooting and installation guide should be provided.
- 4.4 The proponent must indicate the details of installation for the entire project. Both parties will determine the installation and implementation of other services based upon the agreed schedule. Implementation will immediately commence upon the issuance of the Notice to Proceed. The winning proponent shall guarantee the testing of the equipment within the specified project plan as agreed by both parties.

V. TECHNICAL ASSISTANCE

- 5.1 During the period of the project, the proponent's team should successfully provide technical assistance for hardware supply, maintenance and support.

- 5.2 The winning bidder should coordinate with ITMD of PHIC regarding the technical support and other matters after awarding of project in order to facilitate a faster response with the needed support.

VI. WARRANTY AND AFTER SALES SUPPORT FOR LASERJET NETWORK PRINTERS

- 6.1 For After Sales Support, the supplier should be able to present a certification from the manufacturer, the list of certified service engineers. The supplier shall designate a certified service engineer (company name, contact person and phone number) out of the list provided by manufacturer. All service units should be of equal/ superior specification to that of the delivered units.

- 6.1.1 An eight (8) hours a day and five (5) times a week (8x5) on-call and on-site support must be made available to PHIC. If any of the delivered IT equipment malfunctions, the PHIC IT officer shall forward the encountered problem to the designated certified service engineer via e-mail/ facsimile and helpdesk (phone).

The Service Response Time			Issuance of Service Unit (SU)	
On-Call	On-Site	Remarks	Replacing the Unit thru SU	Remarks
8am- 5pm	5pm next business day (On site cut-off period	The on-site service engineer should be able to provide re commendation within the cut-off period. Penalty shall be imposed if lapses occurred	Within 48 hours after the On Site cut-off period of the Service Response Time	A penalty shall be imposed if lapses occurred after 48 hours cut-off Period

		after the cut-off period		
--	--	--------------------------	--	--

- 6.2 A strict implementation of 1% penalty of the unit price of the defective item shall be imposed for every day of delay on service response time/issuance of service unit. To properly monitor or validate the performance of the service engineer, he/she is required to provide a service/ job order form indicating the current date, time and the transaction transpired in the PHIC office (where the support service from the supplier is conducted). As soon as the engineer had checked and declared that the defective unit/s cannot be repaired within the service response time or on-site cut-off period, the service units should be made available within the next 48 hours. Any movement of service unit/s and malfunctioned/repaired unit/s shall be charged against the account of the winning supplier. The assigned service engineer should be able to determine on-site if defective equipment/s is/are under warranty or not. But, once the defective unit/s has/have been pulled-out by the service engineer or the supplier's representative, the said unit/s will be declared as repairable and all cost shall be charged to the winning supplier. If the malfunctioned unit cannot be repaired after 15 working days from the time the said unit had been pulled-out for repair, the said unit shall be replaced with a new unit (should be of equal or higher specification).
- 6.3 The winning supplier should be able to provide a service report (indicating all events during the period of after sales support) twice a month, in a form of mail and e-mail addressed to ITMD Manager/ PHIC IT Support Section during the warranty period.

VII. DETAILS AND SPECIFICATIONS OF LASERJET NETWORK PRINTERS

7.1 Lot 1: Twelve (12) units of Network LaserJet Printer

Brand	Any
Minimum speed (pages per minute Type)	At least 45 ppm
Minimum processor speed	At least 460 MHz
Minimum warm up time (first page out)	At least 9 seconds
Standard input tray	At least 500 sheets
Minimum Print resolution (dots per inch)	At least 1200
Memory (Minimum)	128 MB built-in RAM expandable to at least 512 MB
Interfaces Supported	Bi-directional interface, IEEE 1284-Compliant
Network Connectivity	Ethernet 100BaseT/10BaseT
Connectivity	USB or Parallel
Printer Cable	Provided
Manuals, software driver and print management software	Provided
Warranty	3 years for bulk purchase
	Must be compatible with PHIC in-house developed system. Proof of Concept must be provided by the proponent/supplier during Post-Qualification period.

VIII. Documentation

The bidder must provide user and system manuals and technical materials of each device. Complete documentation of software and licenses, utility and recovery disks must also be provided.

IX. Acceptance

PHILHEALTH technical personnel must review and approve the 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 final acceptance and turn over of the project.

X. Delivery Addresses and Date

The winning bidder must deliver the IT equipment not more than Thirty (30) calendar days after the issuance of Purchase Order. The training must be

provided thirty (30) calendar days after the delivery period. All equipment and software should be delivered to the following address: Rm 1501 15th floor City State Centre Bldg., Shaw Blvd., Pasig City.


RECOMMENDING APPROVAL:

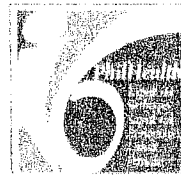

EVELYN C. BANGALAN
Senior Manager
Physical Resources and Infrastructure Department

REVIEWED AND NOTED BY:


RODOLFO B. DEL ROSARIO, JR.
OIC, IT Management Department

APPROVED BY:


OCTAVINO Q. ESGUERRA
Senior Vice President
Management Services Sector



BID BULLETIN

BIDDING FOR THE PROCUREMENT OF TWELVE (12) UNITS LASERJET NETWORK PRINTER

In accordance with Republic Act 9134, this bid bulletin is hereby issued amending and/or to clarify the following provisions of the Philippine Bidding Documents on the **Bidding for the Procurement of Twelve (12) units Laserjet Network Printer (ITB No. LNP 2011-011-IT)**, viz:

PROVISIONS/QUERIES	AMENDMENT / CLARIFICATION										
On page 40 : SECTION VI : SCHEDULE OF REQUIREMENTS DELIVERED, WEEKS/MONTHS COLUMN Within Thirty (30) Days after the issuance of the Notice to Proceed (NTP)	The BAC-ITR and the Technical Working Group (TWG) would like to inform the bidders of the following: DELIVERED, WEEKS/MONTHS COLUMN Within Thirty (30) <u>CALENDAR DAYS</u> after the issuance of the Notice to Proceed (NTP)										
On page 41 : SECTION VII : TECHNICAL SPECIFICATIONS A. DETAILS AND SPECIFICATIONS OF LASERJET NETWORK PRINTERS <table><tr><td>Brand</td><td>Any</td></tr><tr><td>Minimum Speed (pages per minute type)</td><td><u>At least 45ppm</u></td></tr><tr><td>Interfaces Supported</td><td>Bi-directional interface, IEEE 1284-Compliant</td></tr><tr><td>Connectivity</td><td>USB or Parallel</td></tr><tr><td>Warranty</td><td>3 years for bulk purchase</td></tr></table>	Brand	Any	Minimum Speed (pages per minute type)	<u>At least 45ppm</u>	Interfaces Supported	Bi-directional interface, IEEE 1284-Compliant	Connectivity	USB or Parallel	Warranty	3 years for bulk purchase	The BAC-ITR and the Technical Working Group (TWG) would like to inform the bidders of the following: <ul style="list-style-type: none">The 45ppm is for A4 size of paper.It is recommended that if the proponent will propose Parallel Connectivity, the Interface Supported must be complied, but if the proponent opts to propose USB, the Interface Supported is no longer required.Three (3) years warranty must be <u>inclusive</u> of parts and services during the warranty period.
Brand	Any										
Minimum Speed (pages per minute type)	<u>At least 45ppm</u>										
Interfaces Supported	Bi-directional interface, IEEE 1284-Compliant										
Connectivity	USB or Parallel										
Warranty	3 years for bulk purchase										
On page 8 : SECTION II : INSTRUCTION TO BIDDERS C. PREPARATION OF BIDS 12. Documents Comprising the Bid: Eligibility and Technical Components 12.1 Unless otherwise indicated in the <u>BDS</u> , the first envelope shall contain the following	The BAC-ITR and the Technical Working Group (TWG) would like to inform the bidders of the following: <ul style="list-style-type: none">The bidder can submit their Official Receipt for the application of Mayor's Permit for CY 2012 with the Certified True Copy of the Mayor's Permit for CY 2011 but during the post-qualification, the bidders must submit a Certified True Copy of the CY 2012 Mayor's										



Handwritten signature

Handwritten signature

<p>eligibility and technical documents:</p> <p>(a) Eligibility Documents --</p> <p><u>Class "A" Documents:</u></p> <p>(ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;</p>	<p>Permit.</p>
<p>On page 14 :</p> <p>SECTION II : INSTRUCTION TO BIDDERS</p> <p>C. PREPARATION OF BIDS</p> <p>20. Sealing and Marking of Bids</p> <p>The bidder sought clarification on the number of envelopes to be submitted on the Opening of Bids.</p>	<p>The BAC-ITR and the Technical Working Group (TWG) would like to inform the bidders of the following:</p> <p>Each bidder shall drop <u>three (3) envelopes</u> in the bid box. Envelope A shall contain the first sealed envelope containing the original documents and other technical information, and the second sealed envelope containing the original financial information and documents. Envelope B shall contain the sealed envelopes of "copy 1" of the technical and financial documents. Envelope C shall contain the sealed envelopes of "copy 2" of the technical and financial documents.</p>
<p>On page 49 :</p> <p>Annex "C-1"</p> <p>Statement of all Government & Private Contracts completed which are similar in nature</p> <p>The bidder sought clarification on the attachments to be submitted in the list (Annex C-1) and the number of completed contracts in a year.</p>	<p>The BAC-ITR and the TWG would like to inform the bidders of the following:</p> <p>Instructions:</p> <p>a) Cut-off date from January 01, 2009 to December 31, 2011</p> <p>b) Subject completed contract:</p> <p>(i) If there are more than ten (10) completed contracts in a year, <u>state at least 10 completed contracts for said year.</u> Contracts that are similar to the project being bidded in terms of nature and amount shall be prioritized in inclusion in the list.</p> <p>(ii) If there are 10 or less completed contracts in a year, state all completed contracts for said year (government and private contracts which may be similar or not similar to the project being bidded).</p> <p>(iii) If there is no completed contract in a year, state none or equivalent term. This shall not be a basis for disqualification.</p> <p>c) Single Largest Contracts to be submitted must be a part of the list.</p> <p><u>NOTE:</u> The statement of all ongoing government and private contracts shall include all such contracts as of the date of the submission/opening of bids. (Annex C)</p>



[Handwritten signatures and initials]

	<p>The statement of all completed government and private contracts shall include all such contracts within Three years (January 01, 2009 to December 31, 2011) Annex C-1</p> <p>[Annexes "C" & "C-1" - attach copy of the end-user's acceptance or official receipt issued for the completed contract]</p>
<p>The bidder sought clarification on the printer type required if it is black or color.</p>	<p>The BAC-ITR and the TWG would like to inform the bidders of the following:</p> <p>The required TONER for the Laserjet Network Printer is <u>MONOCHROME-BLACK</u>.</p>

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 January 25, 2012.

The deadline for submission of bid proposals will be on **January 25, 2012 11:30 a.m.** 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 January 25, 2012 must submit a letter of non-participation stating their reasons at the Office of the Secretariat for the Bids and Awards Committees. The letter of non-participation must be submitted to SBAC on or before 5:00 p.m. of January 25, 2012. Bidders are also hereby reminded to bring the original copy of the Official Receipt issued for the Bid Document.

Issued this 18th day of January 2012.


SVP ERNESTO V. BELTRAN
Chairperson

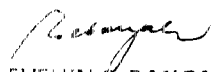
on official business
VP NERISSA R. SANTIAGO
Vice-Chairperson



Proff...

p *T* *Don*


ATTY. MICHAEL TROY A. POLINTAN
Member


SM EVELYN C. BANGALAN
Member/End-User





Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre, 709 Shaw Blvd., Bgy. Cranbo, Pasig City, Philippines
Trunkline: +63.2.4417444
www.philhealth.gov.ph



NOTICE OF AWARD

Date Issued: March 5, 2012

Mr. ERWIN C. MANARPIIS

President

OTUS COPY SYSTEMS, INC.

UD 9 David Bldg. 2, #567 Shaw Blvd., Pasig City

Telefax: (02) 723-4486

Dear Mr. Manarpiis:

We are pleased to notify you that your bid proposal for the procurement of **Twelve (12) units Laserjet Network Printer** for the execution of **Otus Copy Systems, Inc.** at the Contract Price equivalent to **Four Hundred Eighty Eight Thousand Six Hundred Forty pesos (PhP 488,640.00)** 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,

3.

DR. EDUARDO P. BANZON

President and Chief Executive Officer

Conforme:


Mr. ERWIN C. MANARPIIS

President

Date: MAR. 5, 2012

NO. 32608933

Reference

Zip Code: _____ Tel. No.: _____

AMOUNT IN WORDS

Twenty four thousand four hundred thirty two

SD 00101063-5

1	100	Cash
---	-----	------

Drawee Bank

Numbers

☒ Check

55

Alimony Order

Premium Donor 10

Received the Amount Stated Above

Billing Statement No. 8

Billing Date:

LESTER E. FRIEDBERG

423128

COLLECTING OFFICER

073200003 TRAVIS 00001 LEF 03-Mar-2012 10:52am P 24,432.00 LC
19 06120 190100 5184300-6230-416#0C005-458F-5297-
REQ-NO# 100-048HFR

PAYOR'S COPY



Revised October 2008

CHECK NO. MC 0000004447
RTT NR 01035
014-8

DATE
March 7, 2012

AMOUNT
P24,432.00

P



562

PAY TO THE ORDER OF PHIL. HEALTH INSURANCE CORP.
PAC OTUS COPY SYSTEMS, INC.

24432000

PESOS

Twentyfour thousand and four hundred thirtytwo pesos only



LANDBANK

SHAW BLVD. BRANCH
BEACON PLAZA, SHAW BLVD. COR
IDEAL STS., MANDALUYONG CITY
Issued from Savings Account

AUTHORIZED SIGNATURE

[Signature]

11000000044471010350148103056070000011

Section VII. Technical Specifications

SPECIFICATION		Statement of Compliance
<p>* Statement of Compliance- Bidders must state "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 Bidder's Bid and are subject to audit evidence. Evidence shall be in the form of manufacturer's unannotated literature, unconditional statements of specifications or statements issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is shown only to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement made in the Bidder's 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 3.4.1 and/or GCC Clause 2.16a(9).</p>		
A. DETAILS AND SPECIFICATIONS OF LASERJET NETWORK PRINTERS		Statement of Compliance
<p>Lot 1: Twelve (12) units of LaserJet Network Printer</p>		
Brand	Any	"COMPLY" XEROX Phaser 4600
Minimum speed (pages per minute Type)	At least 45 ppm	"COMPLY" 53.5 ppm A4 Size
Minimum processor speed	At least 460 MHz	"COMPLY" 700 Mhz
Minimum warm up time (first page out)	At least 9 seconds	"COMPLY" 6 secs warm up time
		"COMPLY" 7.8 secs first page out
Standard input tray	At least 500 sheets	"COMPLY" 650 sheets standard
Minimum Print resolution (dots per inch)	At least 1200	"COMPLY" 1,200 x 1,200 dpi
Memory (Minimum)	128 MB built-in RAM expandable to at least 512 MB	"COMPLY" 256 MB Built-in RAM Expandable to 768 MB
Interfaces Supported	Bi-directional interface, IEEE 1284-Compliant	"COMPLY" Not Required per Bid Bulletin No. 1
Network Connectivity	Ethernet 100Base-T/10Base-T	"COMPLY" 10/100/1000Base-T
Connectivity	USB or Parallel	"COMPLY" USB 2.0
Printer Cable	Provided	"COMPLY" Printer Cable Provided
Manuals, software driver and print management software	Provided	"COMPLY" Manual, Driver and Print Management Software Provided
Warranty	3 years for bulk purchase	"COMPLY" 3 yrs parts & svc.
	Must be compatible with PHIC in-house developed system. Proof of Concept must be provided by the proponent/supplier during Post-Qualification period.	"COMPLY" Demo. unit to be provided upon request of the TWG/BAC during Post Qualification period.
B. SUPPLY, DELIVERY, AND TESTING SCHEDULE		
<ul style="list-style-type: none"> The delivery and installation period to PHIC office shall be thirty (30) calendar days upon the issuance of Notice to Proceed. All expenses for the delivery of the IT equipment shall be at the expense of the winning bidder. A penalty of one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the PHIC authorized representatives. 		<p>"COMPLY" Delivery and installation within thirty (30) calendar days after receipt of NTP.</p>

<ul style="list-style-type: none"> • The proponent should provide the description of LaserJet Network Printer, the breakdown of parts (with serial numbers), software CD, and power adaptor (if applicable). • All user manuals, technical materials, system manuals, troubleshooting and installation guide should be provided. • The proponent must indicate the details of installation for the entire project. Both parties will determine the installation and implementation of other services based upon the agreed schedule. Implementation will immediately commence upon the issuance of the Notice to Proceed. The winning proponent shall guarantee the testing of the equipment within the specified project plan as agreed by both parties. 	<p>"COMPLY"</p> <ul style="list-style-type: none"> - Full description of the printer incl. parts guide, software CD, power adaptor (if applicable) to be provided. - User manual, installation manual, software manual, troubleshooting guide and consumable installation guide to be provided. - Installation and commissioning plan on an agreed schedule by both parties shall be provided.
<p>C. TECHNICAL ASSISTANCE</p> <ul style="list-style-type: none"> • During the period of the project, the proponent's team should successfully provide technical assistance for hardware supply, maintenance and support. • The winning bidder should coordinate with ITMD of PHIC regarding the technical support and other matters after awarding of project in order to facilitate a faster response with the needed support. 	<p>"COMPLY"</p> <ul style="list-style-type: none"> - Technical assistance on hardware supply, printer maintenance and on-site / on-line support shall be provided. - On-site and On-line maintenance and service plan to be submitted to the ITMD for approval and implementation by Otus Copy Systems, Inc.
<p>D. WARRANTY AND AFTER SALES SUPPORT FOR LASERJET NETWORK PRINTER</p> <p>1. For After Sales Support, the supplier should be able to present a certification from the manufacturer, the list of certified service engineers. The supplier shall designate a certified service engineer (company name, contact person and phone number) out of the list provided by manufacturer. All service units should be of equal/superior specification to that of the delivered units.</p> <p>1.1 An eight (8) hours a day and five (5) times a week (8x5) on-call and on-site support must be made available to PHIC. If any of the delivered IT equipment malfunctions, the PHIC IT officer shall forward the encountered problem to the designated certified service engineer via e-mail/ facsimile and helpdesk (phone).</p>	<p>"COMPLY"</p> <ul style="list-style-type: none"> - Otus Copy Systems, Inc. (OCSI) is the primary Authorized Service Provider for PHIC duly certified by the manufacturer FUJI XEROX Phils., Inc. OCSI shall be responsible for maintenance and service to PHIC and will perform, submit, provide and make available the following: Service unit of equivalent model when required; Certification of technicians and engineers from the manufacturer; 8am to 5pm , Monday to Friday on-site support. 24 / 7 on-line support;

The Service Response Time			Issuance of Service Unit (SU)		" COMPLY "
On-Call	On-Site	Remarks	Replacing the Unit	Remarks	
			same SU		
8am-5pm	5pm next business day (On site cut-off period)	The on-site service engineer should be able to provide recommendation within the cut-off period. Penalty shall be imposed if lapses occurred after the cut-off period	Within 48 hours after the On Site cut-off period of the Service Response Time	A penalty shall be imposed if lapses occurred after 48 hours cut-off Period	<p>- Otus Copy Systems, Inc. will perform the FUJI XEROX Full Service and Maintenance World Standards in service and maintenance as follows:</p> <p>8am - 5pm On-call</p> <p>Within the day on-site response time</p> <p>Within 48 hours resolution time</p> <p>Provision of Service Unit if the printer(s) problem is not resolved within 48 hours</p> <p>Replacement unit shall be provided if the pulled-out unit is unrepairable for more than 15 calendar days from date of pull-out.</p> <p>All maintenance and service performed shall be reported via a Job Order / Service Report to be submitted to the ITMD.</p>

2. A strict implementation of 1% penalty of the unit price of the defective item shall be imposed for every day of delay on service response time/issuance of service unit. To properly monitor or validate the performance of the service engineer, he/she is required to provide a service/job order form indicating the current date, time and the transaction transpired in the PIHC office (where the support service from the supplier is conducted). As soon as the engineer had checked and declared that the defective unit/s cannot be repaired within the service response time or on-site cut-off period, the service units should be made available within the next 48 hours. Any movement of service unit/s and malfunctioned/repaired unit/s shall be charged against the account of the winning supplier. The assigned service engineer should be able to determine on-site if defective equipment/s is/are under warranty or not. But, once the defective unit/s has/have been pulled-out by the service engineer or the supplier's representative, the said unit/s will be declared as repairable and all cost shall be charged to the winning supplier. If the malfunctioned unit cannot be repaired after 15 working days from the time the said unit had been pulled-out for repair, the said unit shall be replaced with a new unit (should be of equal or higher specification).

3. The winning supplier should be able to provide a service report (indicating all events during the period of after sales support) twice a month, in a form of mail and e-mail addressed to UTMD Manager/ PHIC IT Support Section during the warranty period.	<p>" COMPLY "</p> <p>OCSI will provide a written report on the following:</p> <ul style="list-style-type: none"> - Twice a month after performing the routine maintenance check - On emergency services performed
E. DOCUMENTATION	
The bidder must provide user and system manuals and technical materials of each device. Complete documentation of software and licenses, utility and recovery disks must also be provided.	<p>" COMPLY "</p> <p>All documentations such as users manual, parts manual, installation guide, supplies installation guide, software manual and disks shall be provided.</p>
F. ACCEPTANCE	
PHILHEALTH technical personnel must review and approve the 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 final acceptance and turn over of the project.	<p>" COMPLY "</p> <p>OCSI will submit to the PHIC / ITMD standards of testing and acceptance and in accordance to the TOR and SCC of the contract.</p>
G. DELIVERY ADDRESS AND DATE	
The winning bidder must deliver the IT equipment not more than Thirty (30) calendar days after the issuance of Purchase Order. The training must be provided thirty (30) calendar days after the delivery period. All equipment and software should be delivered to the following address: Rm 1501 15 th floor City State Centre Bldg., Shaw Blvd., Pasig City.	<p>" COMPLY "</p> <p>- Delivery is within thirty (30) calendar days after receipt of P.O. / NTP at Rm. 1501 15th Floor City State Centre Bldg., Shaw Blvd., Pasig City. Training will be performed immediately after installation but in no case not more than 30 calendar days.</p>

I hereby certify to comply with all the above Technical Specifications

OTUS COPY SYSTEMS, INC.

ERWIN C. MANARPIIS

JAN. 25, 2012

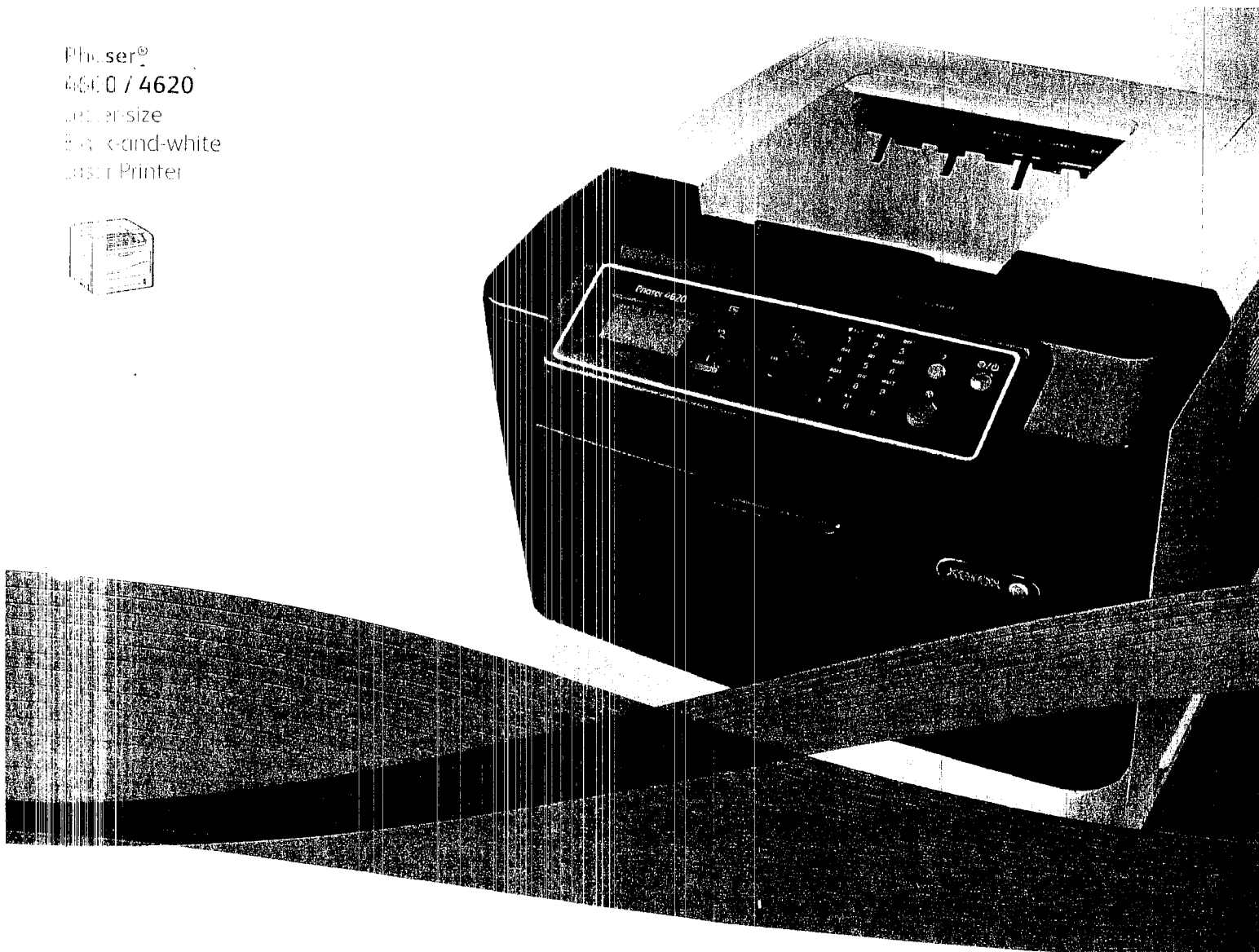
Name of Company/Bidder

Signature Over Printed Name of Representative

Date

CERTIFIED TRUE COPY

Phaser®
4600 / 4620
Letter-size
Black-and-white
Laser Printer



Xerox® Phaser® 4600 / 4620
Laser Printer
Superior office productivity
through best-in-class
print speed



Leading the way on innovation. You need a print solution that complements the way work gets done in today's fast-paced office environments. The Xerox Phaser 4600 / 4620 leads the way, with innovative features that simplify office life and ensure your sensitive documents stay secure.

Take-charge network printing

Speeded document control across the network with enterprise-level features.

- **Easy connections.** You get built-in support for Ethernet 10/100/1000Base-T networks.
- **Put the printer exactly where you need it.** Choose optional internal wireless support for more flexible placement options.
- **Manage key printer features from your desk.** CentreWare® Internet Services and CentreWare Web provide helpful user interfaces for easy remote management.
- **Fine-tune printer monitoring.** Xerox Device Manager helps you understand print usage levels for individuals and departments, improve purchasing decisions, and resolve printer issues before they become a problem.

Protect business-critical information

Don't reduce potential security risks with the industry-leading security features in the Phaser 4600 / 4620.

- **Implement the strongest security options available.** Built-in support for IPv6 and IPsec protocols standard.
- **Keep unauthorized eyes from sensitive documents.** The Image Overwrite feature completely removes unneeded data from printer storage.
- **Protect active documents.** State-of-the-art hard disk encryption safeguards the documents you save in the printer's memory.
- **Print securely.** Secure Print holds private print jobs in the queue until they're released at the office by the job owner.

Exceptional value with room to grow

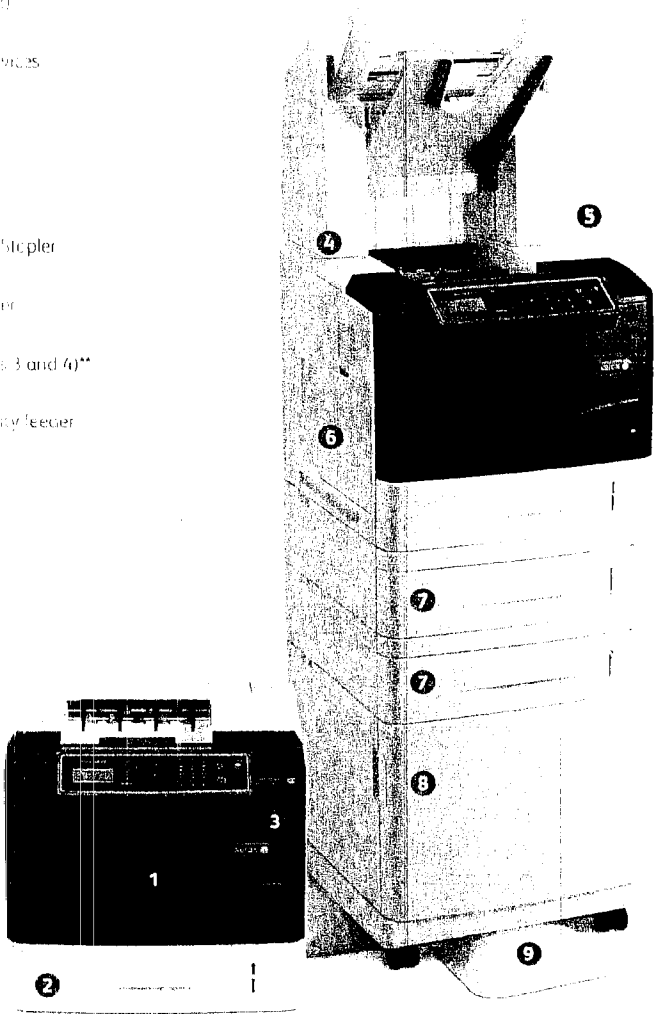
Standard:

- ❶ 100-sheet Multipurpose Tray (Tray 1)
- ❷ 550-sheet feeder (Tray 2)
- ❸ Port for USB memory devices

Optional:

- ❹ Automatic Duplexing*
- ❺ 500-sheet Finisher with Stapler
- ❻ Wireless Network Adapter
- ❼ 550-sheet feeders (Trays 3 and 4)**
- ❽ 2,000-sheet high-capacity feeder (includes stand)
- ❾ Stand

* Standard on all Phaser 4600 configurations.
** Tray 3 is standard on D13 configurations.



Phaser® 4600 / 4620
Black-and-White Laser Printer



		Phaser 4600N	Phaser 4600DN / Phaser 4620DN	Phaser 4600DT / Phaser 4620DT
Speed		Phaser 4600: Up to 55 ppm; Phaser 4620: Up to 65 ppm		
Duty Cycle		275,000 pages / month		
Paper Handling				
Paper Input	Standard	Tray 1 (MPT): 100 sheets; Custom sizes: 11 x 5 in. to 8.5 x 14 in. / 76 x 127 mm to 216 x 356 mm		
		Tray 2: 550 sheets; Custom sizes: 3.9 x 8.3 in. to 8.5 x 14 in. / 98 x 210 mm to 216 x 356 mm		
		Optional		Tray 3: 550 sheets; Custom sizes: 3.9 x 8.3 in. to 8.5 x 14 in. / 98 x 210 mm to 216 x 356 mm
Optional		Tray 4: 550 sheets; Custom sizes: 3.9 x 8.3 in. to 8.5 x 14 in. / 98 x 210 mm to 216 x 356 mm		
		Tray 5: 550 sheets; Custom sizes: 3.9 x 8.3 in. to 8.5 x 14 in. / 98 x 210 mm to 216 x 356 mm		
		Tray 6: 550 sheets; Custom sizes: 3.9 x 8.3 in. to 8.5 x 14 in. / 98 x 210 mm to 216 x 356 mm		
		High Capacity Feeder (Add to: Trays 1-6): 2,000 sheets; Standard Sizes: 8.5 x 11 in. to 8.5 x 14 in. / A4 to 216 x 356 mm		
Paper Output	Standard	500 sheets		
Optional (Choose one)		Finisher: 500-sheet tray, 50-sheet stapling		
		Mailbox: Four 100-sheet bins		
Automatic two-sided printing		Optional	Standard	
Print				
First page out-time		As fast as 7.8 seconds		
Resolution (max)		600 x 600 dpi, up to 1200 x 1200 enhanced image quality		
Processor		700 MHz		
Expansive		Optional 160 GB hard drive		
Memory (std / max)		256 MB / 768 MB		
Connectivity		10/100/1000Base-T Ethernet, USB 2.0, optional wireless 802.11n		
Printer description languages		PCL® 6, PCL 5e, PostScript® 3 emulation, HPL, Epson		
Printer features		256 levels of halftone (grayscale); Water marks; Swap Fit to page; Scaling, Reduce/enlarge; Toner saver; Print from USB; Print Around; Collation; Secure Print; Personal Print; Smart Duplex		
Warranty		One year on-site warranty; Xerox Total Satisfaction Guarantee		

1. Actual toner volume capacity expected in many one month. Not expected to be sustained on a regular basis.

Device Management

Remote CentreWare® Internet Services, CentreWare Web, Xerox Device Manager, WebJet Admin Interface, Tivoli, Bonjour, Low Power mode alert

Printer Drivers

Mac OS®: Windows® XP/Vista/7/Server 2003/Server 2008, Mac OS 10.3 and higher; Various Linux including Red Hat® Enterprise, Ubuntu, MicroSystems Solaris™ 9.10, Fedora™ Core 1.11; SUSE; IBM AIX®; HP-UX 11.0/11i; Novell NetWare® 5.x, 6.x; Open enterprise based; Xerox Global Print Driver®, Xerox Mobile Express Driver™

Security

Secure FTPS (SSL), IPsec, 802.1x, IPv6 compatibility, Network authentication, SNMPv3, Image Overwrite, Audit Log, Xerox Secure Access (optional), IP Filtering

Font Capability

18: PostScript® fonts; 93 PCL® fonts

Media Handling

Tray 1 (MPT): 16.58 lb. Bond / 60-220 gsm; Trays 2-6: 16-32 lb. Bond / 60-163 gsm; High-Capacity Feeder: 16-24 lb. bond / 60-90 gsm; Media Types: Plain paper, Pre-punched, transparencies, Textured, Heavyweight, Recycled, Bond, Labels, Archive, Cardstock

Operating Environment

Operating: 50°F to 90°F / 10° to 32°C; Storage: 4° to 104°F / 20° to 40°C; Relative humidity: 20 to 80%; Sound pressure levels:

Printing: 46.0 dBA; 46.2 dBA; 46.7 dBA; Ready: 30 dBA; Warm up (from power save): First print: As fast as 32 seconds; User Interface ready and programmable: 2 seconds; Warm up (from power on): First print: 23 seconds (max); User interface ready and programmable: 54 seconds (max)

Electrical

115V: 22 VAC, 50/60 Hz ac / 220-240 VAC, 50/60 Hz; Power consumption: Printing: 903 W; Standby: 93 W; Power Save: 10 W; ENERGY STAR® enabled; (Dynamic DT configurations)

Dimensions (WxDxH)

4600/4600DN/4620/4620DT: 18.7 x 21.3 x 16.5 in. / 476 x 541 x 420 mm; Weight: 76.5 lb. / 34.6 kg; 4600DT/4620DT: 18.7 x 21.3 x 22.3 in. / 476 x 541 x 566 mm; Weight: 101.4 lb. / 46 kg

Certifications

Listed to UL 60950-1 / CSA 60950-1-03, 1st Edition, FCC/CE Marked, Class 1 Laser Product (UL, ENEC, Class B, Canada ICES 003, Class B, CE marked), Low Voltage Directive 73/23/EEC, EN 60950-1, 1st Edition, EN 60825-1 - Class 1 Laser Product, EMC Directive 89/336/EEC, EN 55022, Class B; EN 55024, RoHS Directive 2002/95/EC, WEEE Directive 2002/96/EC, ENERGY STAR qualified (DN and DT), Section 508 Compliant, Blue Angel certified, TAA compliant

What's Comes In The Box:

- Phaser 4600 / 4620 printer
- Toner cartridge (10,000 print capacity)
- Drum cartridge (80,000 print capacity)
- Software and documentation CD
- Power cord

Supplies

Standard capacity toner cartridge: 13,000 pages*	106R01533
High capacity toner cartridge: 30,000 pages*	106R01535
Staple cartridge: 3 cartridges with 15,000 staples each	008R12941

Routine Maintenance Items

Maintenance kit, 110V: 150,000 pages**	115R00069
Maintenance kit, 220V: 150,000 pages**	115R00070
Smart Kit drum cartridge: 80,000 pages**	113R00762

Options

Hard drive kit: 160 GB	C97N01879
550 sheet paper tray	C97N01874
2,000-sheet high capacity feeder (includes stand)	C97N01875
Finisher / stapler	C97N01876
4-bin mailbox	C97N01877
Stand	C97N01916
512 MB memory	C97N01878
Internal wireless network adapter	C97N01880
Duplex module	C97N01923

* Average standard pages. Declared Yield in accordance with ISO/IEC 19752. Yield will vary based on image area coverage and print mode.
** Approximate pages. Declared Yield based on letter / A4 size 20 lb. (75 gsm) pages. Yield will vary based on media type, size, weight, orientation, and usage patterns.



For more information, call 1-877-362-6567 or visit us at www.xerox.com/office

© 2011 Xerox Corporation. All rights reserved. XEROX®, XEROX and Design®, Phaser® and CentreWare® are trademarks of Xerox Corporation in the United States and/or other countries. ENERGY STAR® is a U.S. registered mark. As an ENERGY STAR® Partner, Xerox Corporation has determined that these products comply with the ENERGY STAR® guidelines for energy efficiency. All other trademarks are the property of their respective manufacturers. Product information and/or specifications are subject to change without notice. 4/11 610P730203B 4608R0111C



Section IV. General Conditions of Contract

1. Definitions

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

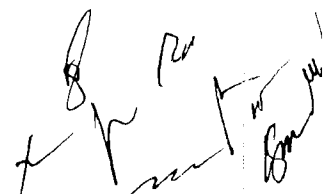
- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price 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.

Handwritten signature and initials in the bottom right corner of the page.

- (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

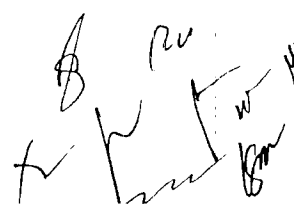
- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative 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

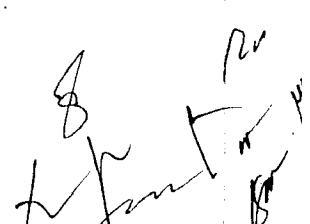
- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GP2B in accordance with Section 61 of R.A. 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:

Handwritten signature and initials in the bottom right corner of the page.

- (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.

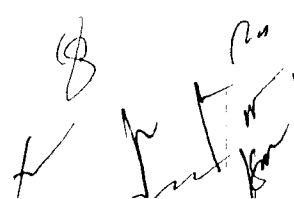
11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

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.



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

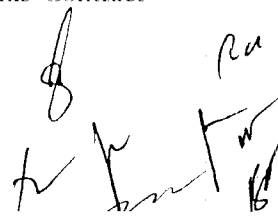
26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited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

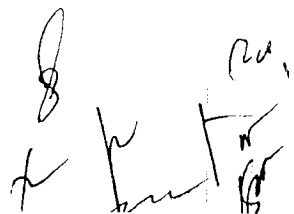
The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

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

Handwritten signatures and initials in the bottom right corner of the page. There are several distinct marks, including what appears to be a large 'S' or '8' shape, and various other scribbles and initials.

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: Philippine Health Insurance Corporation Corporate Operating Budget for CY 2011 in the amount of <i>Eight Hundred Fifty Six Thousand Five Hundred Twenty One Pesos and Sixty Centavos (PhP 856, 521.60)</i>
1.1(k)	The Project Site is at <i>Phil Health Head Office, Room 1503, 15th Floor Citystate Centre Bldg., 709 Shaw Blvd., Bgy. Oranbo, Pasig City</i>
5.1	The Procuring Entity's address for Notices is: ERNESTO V. BELTRAN, Senior Vice-President, Actuarial Services 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>Twelve (12) units Laserjet Network Printer 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 Phil Health 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 Phil Health and present the following documents to Phil Health:</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; (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

	<p>relieve the Supplier of any warranty obligations under this Contract; and</p> <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>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</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>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>
--	---

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 GPPB 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"> • 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 Twelve (12) units Laserjet Network Printer 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 Twelve (12) units Laserjet Network Printer.
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 Twelve (12) units Laserjet Network Printer within the maintenance period which shall commence upon acceptance of the delivered goods.
17.4 and 17.5	<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 Twelve (12) units Laserjet Network Printer whenever problems should occur. • The winning bidder should provide an 8x7 phone and technical support to Phil Health within the three (3) years contract. • Expenses for the technical personnel who will provide the technical service on-site to PHILHEALTH shall be at the expense of the winning bidder.
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.