

**CONTRACT FOR THE BIDDING OF ONE (1) LOT PRIMARY INTERNET
SERVICE PROVIDER SUBSCRIPTION FOR TWO (2) YEARS**

JUN 04 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 **Chief Operating Officer & Executive Vice-President, ALEXANDER A. PADILLA**, (hereinafter called "**PHILHEALTH**").

-and-

INNOVE COMMUNICATIONS, INC., a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. 178235, issued on August 21, 2003 and existing under the laws of the Republic of the Philippines, with business address at Valero Telepark, 111 Valero St, Salcedo Village, Makati City, represented herein by its **Head, Enterprise Business Group, CECILIA GRACE J. CASTILLO**, (hereinafter called "**INNOVE**").

WHEREAS, PHILHEALTH invited Bids for the **Bidding on the Procurement of One (1) Lot Primary Internet Service Provider Subscription for Two (2) years** and has accepted a Bid by **INNOVE** for the supply of those goods in the sum of **THREE MILLION ONE HUNDRED NINETEEN THOUSAND NINE HUNDRED FIFTY FOUR PESOS AND THIRTY ONE CENTAVOS (Php3,119,954.31)**, (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - BAC- ITR Resolution No. 01, S. 2012 (**Annex "A"**);
 - Terms of Reference (**Annex "B"**);
 - Bid Bulletin (**Annex "C"**);
 - Notice of Award (**Annex "D"**);
 - Performance Security (**Annex "E"**);
 - General Conditions of the Contract (GCC) (**Annex "F"**); and
 - Special Conditions of the Contract (SCC) (**Annex "G"**).
- In consideration of the payments to be made by **PHILHEALTH** to **INNOVE** as hereinafter mentioned, **INNOVE** 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;
- PHILHEALTH** hereby covenants to pay **INNOVE** 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;
- 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

**Contract for the Bidding of One (1) Lot Primary Internet Service Provider
Subscription for Two(2) years**

QE

Reviewed by Legal

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**, **INNOVE** shall submit the Statement or Billing of Account and other documentary requirements as may be required by the former as condition for payment.

This Agreement shall commence one (1) day after all the circuits from all sites are accepted by PHILHEALTH and will be terminated exactly after two (2) years thereof.

As obligation for the warranty, **PHILHEALTH** shall withhold ten percent (10%) of the total contract price stated in the Whereas Clause hereof, amounting to **Three Hundred Eleven Thousand Nine Hundred Ninety Five Pesos and Forty Three Centavos (PhP311,995.43)** as retention money. **The said amount shall only be released after the lapse of the two (2) year warranty period.** Otherwise, **INNOVE** 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

ALEXANDER A. PADILLA
Chief Operating Officer & EVP

INNOVE COMMUNICATIONS, INC.

CECILIA GRACE J. CASTILLO
Head, Enterprise Business Group

Signed in the presence of:

SVP EDGAR JULIO S. ASUNCION
Legal Services Sector

DR. ALVIN B. MARCELO
Chief Information Officer

RODOLFO B. DELO ROSARIO JR.
Information Technology Management Department

BIBIANA T. CRUZ
Division Chief **CAF# 2012-01-19**
Accounting and Internal Control Department

Witness for **INNOVE**

Witness for **INNOVE**



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre, 709 Shaw Blvd., Bgy. Oranbo, Pasig City, Philippines
Trunkline: +63 2 6379999
www.philhealth.gov.ph



**BIDS AND AWARDS COMMITTEE FOR INFORMATION
TECHNOLOGY RESOURCES (BAC-ITR)
RESOLUTION NO. 01, S. 2012**

**RESOLUTION RECOMMENDING THE DECLARATION OF INNOVE COMMUNICATIONS, INC. AS
THE BIDDER WITH THE LOWEST CALCULATED AND RESPONSIVE BID (LCRB) AND THE
AWARD THERETO OF THE CONTRACT FOR THE PROCUREMENT OF ONE (1) LOT PRIMARY
INTERNET SERVICE PROVIDER SUBSCRIPTION FOR TWO (2) YEARS**

Whereas, pursuant to BAC-ITR Resolution No. 34, s. 2011, the BAC-ITR recommended the Post-Disqualification of PLDT Company and to proceed with the Post-Qualification of the bidder with the Second (2nd) Lowest Calculated Bid (LCB);

Whereas, on January 6, 2012 the Technical Working Group (TWG) proceeded with the Post-Qualification of Innove Communications, Inc., the bidder with the Second (2nd) LCB and submitted its report to the Secretariat for Bids and Awards Committees;

WHEREAS, the TWG presented its report in the BAC-ITR meeting held on January 13, 2012 and informed the committee that the bid proposal of Innove Communications, 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 Innove Communications, Inc. as the bidder with the Lowest Calculated and Responsive Bid;

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 One (1) Lot Primary Internet Service Provider Subscription for Two (2) years to INNOVE COMMUNICATIONS, INC.

IT IS SO RESOLVED.

Signed this 13th day of January 2012 at Pasig City

SVP ERNESTO V. BELTRAN
Chairperson

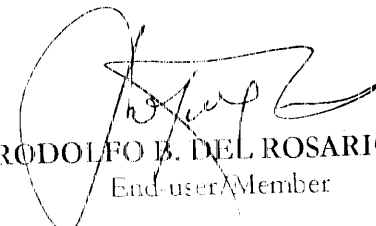

VP NERISSA R. SANTIAGO
Vice-Chairperson

on official business
SM WALTER R. BACAREZA
Member

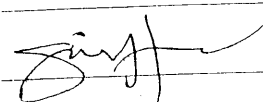

ATTY. MICHAEL TROY A. POLINTAN
Member

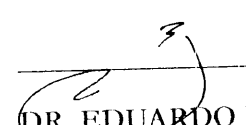
on leave
SM EVANGELINE F. RACELIS
Member

on official business
DR. ROBERT LOUIE P. SO
Member


RODOLFO B. DEL ROSARIO JR.
End-user/Member

☒ APPROVED
☐ DISAPPROVED


ATTY. SIEGFRID E.G. LAPASARAN
Head Executive Assistant


DR. EDUARDO P. BANZON
President and CEO
Date Signed: 1/17/12



TERMS OF REFERENCE

Primary Internet Service Provider Subscription

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.

To support PHILHEALTH's mission to provide easy access to health care services, it will be expanding its services in the near future by allowing its members, partners, stakeholders, and other remote users to access some information in the Corporation's database. By using the power of today's technology, users can now gain access to needed information.

II. Project Description

The **Philippine Health Insurance Corporation (PHILHEALTH)** seeks an Internet Service Provider (ISP) that can provide the Primary Internet access in our Head Office in Pasig City. The Internet access should be fast, reliable, efficient, and highly secure to meet our mission critical business needs. Our operation depends on real time data processing and data transfer thus we need a service that guarantees both speed and instant connectivity. The connectivity should be able to provide a highly available Internet access with adequate bandwidth to support VPN, web browsing, send e-mails, file transfer, and other web-based application needs of the corporation.

At present, we have a dedicated internet subscription through a fiber optic backbone with a bandwidth of 8Mbps and 24Mbps. These ISPs are used to cater all our internet service requirements browsing, hosting our websites, DNS, Mail Servers and the VPN

connectivity of our service offices nationwide. The 24 Mbps ISP is used to cater our Online Services.

Since Internet service became an important part of our network operations through VPN technology there is a need to upgrade our existing primary internet service subscription from 8 Mbps to 16 Mbps to ensure the continued operations of our core processes and to address the growing demand of our users and service offices connectivity. Our processing involves a central database with distributed application systems in the regional offices down to the service offices level. Users from the remote sites are running terminal emulation and web based applications from their workstations. The application servers are tiered from the main database server for optimum performance and minimize operation downtime.

To ensure Internet service availability, the proponent for the primary Internet subscription should not be the same with the current redundant Internet Service Provider (ISP) of PHILHEALTH. This will ensure the Corporation that whenever there is a circuit downtime (whether international or local loop problem) within the primary ISP, our redundant subscription would not be affected or the other way around.

Furthermore, to provide PHILHEALTH with high-speed and reliable connectivity to the Internet, the proponent must have a direct Internet backbone to international Internet providers. Wide-ranging peering (paid or settlement-based) or "IP Transits" between the proponent, Tier 1 and Tier 2 networks must be established and presented. Likewise, the proponent must be a member of the Philippine Internet eXchanges that provides interconnection that allows local ISPs to exchange local traffic to lower the international bandwidth costs.

Aside from the direct Internet connection of PHILHEALTH Head Office, another PHILHEALTH Service Office (SO) will be connected to the Internet. This SO is currently located at the Balik-Manggagawa office of the Philippine Overseas Employment Administration (POEA) and caters all the needs of our Overseas Filipino Workers (OFWs) with regard to PHILHEALTH transactions. At present, a DSL Internet connection is being utilized in the said SO and is being provided also by the current primary ISP of the Head Office. PHILHEALTH will also be replacing and upgrading the current provider in the said SO to further enhance our services to our stakeholders.

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

Lastly, the communication link should be able to accept industry standards communication protocols. This will guarantee us that our application systems and hardware infrastructure will not encounter problems during the rollout proper.

III. **Proponent's Scope of the Project**

This project will cover the delivery, installation, testing, maintenance, documentation and support of the Primary Internet Subscription Service.

1. Install and operationalize PHILHEALTH Internet connectivity to address initial requirements.
2. Supply the communication linkages, hardware, and software requirements;
3. Integrate the Internet connectivity to the PHILHEALTH Enterprise Network;
4. Ensure the security of PHILHEALTH Enterprise Network;
5. Maintain the continued and undisrupted operation of the Internet connectivity as follows:
 - 5.1. Provide technical operations staff for the duration of the subscription period required to operate and support the network;
 - 5.2. Provide periodic software maintenance, updates and upgrades of any of the software provided;
 - 5.3. Maintenance of the network equipment provided;
6. Provide complete documentation.

Specifically, the vendor shall provide the following deliverables:

1. INTERNET SERVICE PROVIDER SUBSCRIPTION must be provided as one (1) of with the following specifications:

For the Head Office:

- Type of Access – Fixed Bandwidth
- Technology – Leased Line

- Type of communication medium - the last mile facility going to the PHILHEALTH's data center must be fiber connectivity
- Cable Facility - the proponent must certify that the cable facility being used in the connectivity between the proponent's circuit and PHILHEALTH's data center is exclusively owned and operated by the proponent.
- International Peering - the proponent must provide a certification that they are connected or subscribed to Tier 1 or Tier 2 networks or ISPs.
- Local Peering - the proponent must provide a certification that they are connected or a member of the Local Internet Exchanges in the Philippines.
- Trace Route - for locally hosted sites (within the Philippines) and PhilHealth Service Offices ISP endpoints (for VPN connectivity), the packets should not go out of international routes to lessen latency thus giving us faster connectivity for our VPN connected sites.
- Connectivity Latency: The proponent must be able to attain connectivity latency of 90ms or better. To verify, testing of latency will be done from the proponents' connection facility to the following internet service providers of PhilHealth's Service Offices, which compose of eighty five percent (85%) of PHC remote offices' internet connectivity. PhilHealth will identify two (2) Service Offices for each ISP listed below:
 1. BayanTel
 2. ComClark
 3. Globe
 4. PLDT/SMartBro
 5. DigiTel
- Rate/Speed of access - at least 16 Mbps guaranteed (1:1) bandwidth (CIR and port speed)
- Proponent must **not be** the same as the existing redundant Internet service provider of PHILHEALTH.
- IP Addresses - must be at least sixteen (30) public or legal IP addresses excluding point to point IP addresses.
- Subscription Period - Two (2) years
- Subscription must include modem, router or any device that will convert the last mile facility (fiber or copper) to Ethernet or Fast Ethernet that will interconnect to PHILHEALTH's Local Area Network (LAN).
- Must include all necessary cables to interconnect and operate all equipment.

- Must include one (1) unit **Laptop** bundled with **Unlimited Mobile Broadband Internet Connectivity** to manage the Internet Services.
 - ❖ Must be Branded
 - ❖ Processor: Intel(R) Core(TM) i7 Processor
 - o At least 2.3 GHz quad core processor
 - o At least 4MB L3 Cache
 - ❖ At least 4GB Memory expandable to 8GB
 - ❖ At least 500 GB Hard Drive 7200 rpm
 - ❖ At least 15.4" diagonal LED Widescreen Display (1440 x 900)
 - ❖ At least 256MB DDR5 Video Memory
 - ❖ At least 6 hours battery life
 - ❖ At least 8x Optical Drive (DVD±R DL/DVD±RW/CD-RW) with CD/DVD burner software
 - ❖ With built-in speaker and webcam
 - ❖ At least 2 USB Ports, 1 RJ-45 LAN Port (10/100/1000) and 1 HDMI port or equivalent
 - ❖ Serial Port (USB to Serial Port converter)
 - ❖ Built-in Wi-Fi capability (802.11 a/b/g/n)
 - ❖ Built-in Bluetooth
 - ❖ Software CD's, Drivers, Installers, Etc. (with License)
 - ❖ Genuine Windows 7 Ultimate 64 bit or MAC OS X Lion (with separate media installer of OS recovery CD)
 - ❖ One Year OEM Antivirus License
 - ❖ With AC adapter and power Cable
 - ❖ With carrying bag/case
 - ❖ Manuals
 - ❖ At least 2 Years Warranty

For the POEA Service Office:

- Type of Access – Broadband Internet Access
- Technology – Symmetric DSL
- Type of communication medium - the last mile facility going to the POEA must be copper-based
- Rate/Speed of access – at least 512 kbps Committed Information Rate (CIR) bursting to at least 2 Mbps
- Proponent must not be the same as the existing redundant Internet service provider of PHILHEALTH.
- Proponent must be the same as the connectivity being proposed for the Head Office primary connectivity.
- IP Addresses – must be at least one (1) public or legal IP address

- Subscription Period – Two (2) years
 - Subscription must include modem, router or any device that will convert the last mile facility (copper) to Ethernet or Fast Ethernet that will interconnect to PHILHEALTH's Local Area Network (LAN) in POEA building.
 - Must include all necessary cables to interconnect and operate all equipment.
2. Delivery, installation, testing, maintenance and documentation of the redundant internet service subscription for PhilHealth Head Office
- The winning bidder will deliver the modem and router as part of the subscription.
 - All necessary cables and accessories should be provided to interconnect and operate all equipment.

IV. Installation and Testing

The winning bidder will install the link between PHILHEALTH Head Office and its network facility to connect to the Internet.

In house wiring should be provided by the Internet Service Provider for PHILHEALTH (head office) and POEA (Service Office) entrance conduits going through the building main equipment room. Horizontal distribution must also be installed from the main equipment room going to the PHILHEALTH's Data Center (for PhilHealth Head Office) and PhilHealth's Office in POEA where the active components are located.

Installation of router, modem and necessary cables should also be installed by the winning bidder.

Installation period should not be more than thirty (30) calendar days. The proponent shall indicate the details of installation for the entire project. Both parties will determine the installation and implementation based upon the agreed schedule. Implementation will immediately commence upon the issuance of the Notice to Proceed. The winning proponent shall guarantee installation and testing of the equipment within the specified period of agreed schedule.

Intensive tests should be done for the site to ensure the efficiency of the link. Test results should be provided to PHILHEALTH technical representatives.

V. Warranty

The vendor shall ensure continuous inventory of all the hardware that handles the connectivity for the internet subscription. These include: modem, router, interface cards, etc.

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

- o Firmware updates and software upgrades of router
- o Parts replacement
- o Preventive maintenance at least twice a year
- o Assistance on product reconfiguration (on-site)

VI. After-sales Support and Maintenance

During the warranty period, the vendor shall provide highly technical personnel to service the connectivity and all of its components/peripherals whenever hardware and/or any related problem should occur.

On-call and on-site support: 24 hours a day x 7 days a week and must have a response time of at least one (1) hour for on-call support and four (4) hours for on-site support.

Should the equipment need to undergo repair the costs for labor, parts and courier (pull-out for repair and on-site delivery upon repair) shall be charged to the proponent.

All components beyond repair shall be replaced at no cost during the subscription period.

To monitor the actual bandwidth usage/utilization of the Internet, an online or web-based bandwidth usage monitoring tool must be provided. The tool should display the daily, weekly, monthly and yearly Internet traffic utilization.

A draft Service Level Agreement (SLA) must be provided and will form part of the contract agreement between PHILHEALTH and the winning proponent. The SLA would be agreed upon by both parties.

Service units should be available for router, modems and peripherals within the day after testing and diagnosis for temporary replacement of the defective unit(s). The service unit will remain until such time that the defective unit has been repaired or replaced.

VII. Documentation

The bidder must provide test results to determine the efficiency of the link. Monthly reports should be submitted to PHILHEALTH via email, fax, or courier. Reports should include but not limited to bandwidth utilization, downtime (planned and unplanned), and minor and major link problems.

The proponent shall provide the description of all equipment (with serial numbers), and all accessories necessary to interconnect and operate all equipment.

VIII. Acceptance

PHILHEALTH technical personnel must review and approve the installation and testing conducted by the vendor.

All deliveries mentioned above should be checked by PHILHEALTH and complied by the vendor before the final acceptance and turnover of the equipment.

IX. Delivery Addresses and Date

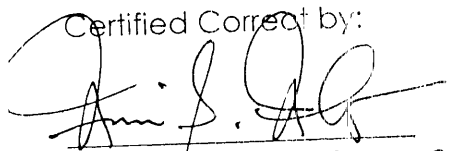
Delivery and installation should not be more than thirty (30) calendar days. The bidder must deliver the service in conjunction with the agreed schedule between PHILHEALTH and the winning proponent. Addresses, contact numbers and contact provided below:

Philippine Health Insurance Corporation (Central Office)
c/o Mr. Rommel Isaac or Ronald Hant d

Room 1405, 709 City State Center Bldg., Shaw Boulevard, Brgy.
Oranbo, Pasig City
Tel No. (02) 637-6293

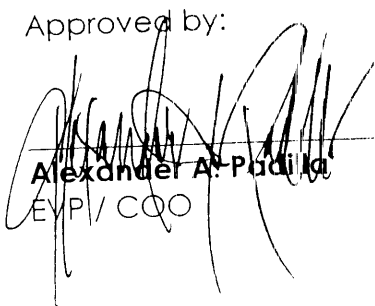
Philippine Health Insurance Corporation (POEA Service Office)
c/o Mr. Rommel Isaac or Ronda Hantid
Balik-Manggagawa Center
POEA Building, EDSA cor. Ortigas Avenue, Mandaluyong City
Tel No. (02) 721-9414

Certified Correct by:

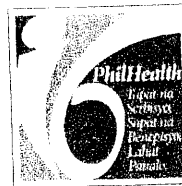


Mario S. Matanguihan
Senior Manager – ITMD

Approved by:



Alexander A. Padilla
EVP / COO



Annex "C"

BID BULLETIN

BIDDING FOR THE PROCUREMENT OF ONE (1) LOT PRIMARY INTERNET SERVICE PROVIDER SUBSCRIPTION FOR TWO (2) YEARS

In accordance with Republic Act 9184, this bid bulletin is hereby issued amending and/or to clarify the following provisions of the Philippine Bidding Documents on the *Bidding for the Procurement of One (1) Primary Internet Service Provider Subscription for Two (2) years (ITB No. PISP 2011-010-IT)*, viz:

PROVISIONS/QUERIES	AMENDMENT / CLARIFICATION
On page 38 : SECTION V : SPECIAL CONDITIONS OF THE CONTRACT Item No. 6.2 Spare Parts – The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a <u>period of three (3) years</u> .	The BAC-ITR and the Technical Working Group (TWG) would like to inform the bidders of the following: Spare Parts – The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a <u>period of two (2) years</u> .
On page 39 : SECTION V : SPECIAL CONDITIONS OF THE CONTRACT Item No. 17.3 • The subscription/maintenance period will be for a <u>period of three (3) years</u> .	The BAC-ITR and the Technical Working Group (TWG) would like to inform the bidders of the following: • The subscription/maintenance period will be for a <u>period of two (2) years</u> .
On page 39 : SECTION V : SPECIAL CONDITIONS OF THE CONTRACT Item No. 17.4 and 17.5 • The winning bidder should provide an 8x7 phone and technical support to PhilHealth within the three (3) years contract.	The Technical Working Group (TWG) would like to inform the bidders of the following: • The winning bidder should provide a <u>24x7 phone</u> and technical support to PhilHealth within the <u>two (2) years contract</u> .
On page 41 : SECTION VII : TECHNICAL SPECIFICATIONS Item A. DELIVERABLES Specifically, the vendor shall deliver the following deliverables: 1. INTERNET SERVICE PROVIDER SUBSCRIPTION must be provided as One (1) Lot with the	The BAC-ITR and the Technical Working Group (TWG) would like to inform the bidders of the following:

<p>following specifications:</p> <p><u>For the Head Office:</u></p> <ul style="list-style-type: none"> Local Peering- the proponent must provide a certification that they are connected or a member of the Local Internet Exchanges in the Philippines. Trace Route- for locally hosted sites (within the Philippines) and PhilHealth Service Offices ISP endpoints (for VPN connectivity), <u>the packets should not go out of international routes to lessen latency</u> thus giving us faster connectivity for our VPN connected sites. IP Addresses- must be <u>at least sixteen (30) public or legal IP addresses</u> excluding point to point IP Addresses. 	<ul style="list-style-type: none"> The TWG recommends that as long as there is a certification of membership on Local Internet Exchanges, it is valid and acceptable. The TWG recommends <u>adherence</u> to whatever is written on the Technical Specification on Trace Route. IP Addresses- must be <u>at THIRTY (30) public or legal IP addresses</u> excluding point to point IP Addresses.
<p>On page 42 :</p> <p>SECTION VII : TECHNICAL SPECIFICATIONS</p> <ul style="list-style-type: none"> Must include One (1) unit Laptop bundled with Unlimited Mobile Broadband Internet Connectivity to manage the Internet Services. 	<p>The TWG would like to inform the bidders of the following:</p> <ul style="list-style-type: none"> The TWG is recommending that the Internet Speed of the Unlimited Broadband Internet <u>should be at least 7mbps.</u>

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 **December 1, 2011.**

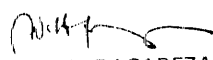
The deadline for submission of bid proposals will be on **December 1, 2011, 11:30 a.m.** Likewise, Opening of Bids will commence on the said date and time.

Those bidders who obtained the bidding documents for this project and would not submit their respective bid proposals on **December 1, 2011** 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 December 1, 2011.** Bidders are also hereby reminded to bring the original copy of the Official Receipt issued for the Bid Document.

Issued this **24th** day of November 2011.

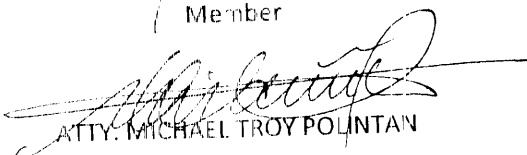
SVP ERNESTO V. BELTRAN
Chairperson


VP NERISSA R. SANTIAGO
Vice-Chairperson


SM WALTER R. BACAREZA
Member


SM EVANGELINE E. RACELIS
Member


DR. ROBERT LOUIE SO
Member


ATTY. MICHAEL TROY POLINTAN
Member

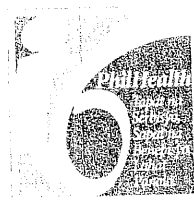
ON OFFICIAL BUSINESS
RODOLFO B. DEL ROSARIO JR.
Member/End-User



Annex D



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: JANUARY 20, 2012

Ms. EVANGELINE E. AQUINO
Senior Account Manager
INNOVE COMMUNICATIONS, INC.
Valero Telepark 111 Valero St.,
Salcedo Village, Makati City
Telephone: (02) 797-7777
Telefax: (02) 797-8903

Dear Ms. Aquino:


We are pleased to notify you that your bid proposal for the procurement of **One (1) Primary Internet Service Provider (PISP) Subscription for Two (2) years** for the execution of *Innovate Communications, Inc.* at the Contract Price equivalent to **Three Million One Hundred Nineteen Thousand Nine Hundred Fifty Four pesos and Thirty One Centavos (PHP 3,119,954.31)** 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,

20
DR. EDUARDO P. BANZON
President and Chief Executive Officer

Conforme:

 1/30/12
Ms. EVANGELINE E. AQUINO
Senior Account Manager
Date: _____




PHILIPPINE HEALTH INSURANCE CORPORATION

OFFICIAL RECEIPT

Republic of the Philippines

Philippine Health Insurance Corporation




DATE 2/7/2012	NO. 29897181
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Received from: INNOVE COMMUNICATIONS, INC

Reference: _____

Zip Code: _____ Tel. No.: _____

NATURE OF COLLECTION	AMOUNT
Performance Security of 1 Lot Primary ISP for two years	P155,997.72
TOTAL ▶ P 155,997.72	
AMOUNT IN WORDS <u>One hundred fifty five thousand nine hundred ninety seven & 72/100 only</u>	

<input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check <input type="checkbox"/> Money Order	Drawee Bank <u>SCB</u>	Number <u>11059538</u>	Date <u>02/02/2012</u>
Premium Donor for: _____		Received the Amount Stated Above.  GRAMEN R. CADILL COLLECTING OFFICER	
Billing Statement No.: _____			
Billing Date: _____			

PAYOR'S COPY

Received the original OR

[Signature]

02-07-12



Standard Chartered

Standard Chartered Bank
Straight Through Services

Cash Management Operations, Manila Branch

Pay ****Philippine Health Insurance****
****Corporation****

Pesos ****One hundred fifty five thousand nine hundred ninety seven and ****

****72/100 Only****

AMOUNT NOT TO EXCEED PHP 500,000,000.00

Issued on Behalf of:

INNOVE COMMUNICATIONS, INC.

PIONEER ST COR MADISON ST

MANDALUYONG CITY

NOT VALID AFTER SIX MONTHS FROM DATE OF ISSUE

Limited Cashier's Order

Cheque Number

11069538

02 FEB 2012

Or Order

PHP

****155,997.72**

For Standard Chartered Bank

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

1100110695380100500111131493475016

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.

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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.

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

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

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

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

5. Notices

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

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

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

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

8. Procuring Entity's Responsibilities

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

9. Prices

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

10. Payment

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

11. Advance Payment and Terms of Payment

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

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

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

12. Taxes and Duties

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

13. Performance Security

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

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

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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

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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.

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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

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

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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

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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 Three Million Three Hundred Sixty Thousand Pesos (PhP 3,360,000.00).
1.1(k)	The Project Site is <i>at PhilHealth 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>One (1) Lot Primary Internet Service Provider Subscription for Two (2) Years shall be delivered to Room 1503, 15th Floor Citystate Centre Bldg., 709 Shaw Blvd., Bgy. Oranbo, Pasig City. Risk and title will pass from the Supplier to PhilHealth upon receipt and final acceptance of the Goods at their final destination."</p> <p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods and Services to the Project Site, the Supplier shall notify PhilHealth and present the following documents to PhilHealth:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods,

- for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (c) 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.

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.

Spare Parts --

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of *three (3) years*.

Packaging --

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

PHILIPPINE HEALTH INSURANCE CORPORATION

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

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.

Insurance --

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.

Transportation --

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.

Patent Rights --

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of

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	the Goods or any part thereof.
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 IT Management Department during the installation, testing, and commissioning of the Project. • The bidders must ensure that the proposed One (1) Lot Primary Internet Service Provider Subscription for Two (2) Years is compatible with the existing equipment and software of PHILHEALTH. • Intensive testing should be done by the winning bidder to achieve the functionality and benefits of the One (1) Lot Primary Internet Service Provider Subscription for Two (2) Years.
17.3	<ul style="list-style-type: none"> • The subscription/maintenance period will be for a period of three (3) years. • All software/hardware should be covered by warranty on services, upgrades and updates on the One (1) Lot Primary Internet Service Provider Subscription for Two (2) Years within the subscription/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 One (1) Lot Primary Internet Service Provider Subscription for Two (2) Years whenever problems should occur. • The winning bidder should provide an 8x7 phone and technical support to PhilHealth 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.

