

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

The **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation, existing by virtue of Republic Act 7875 as amended, otherwise known as the "National Health Insurance Act of 1995", with Regional Office Address at the Builders Place, Del Rosario St., Tuguegarao City, represented by its MR. OSCAR B. ABADU, JR., Regional Vice President, hereinafter referred to as "**PHILHEALTH**",

-AND-

FIL POWER GROUP & MARKETING CORPORATION, a private enterprise, organized and existing under pertinent laws of the Republic of the Philippines, with business address at St. Anthony Building, Lopez Jaena St., Villamonte, Bacolod City, represented by its President, **MR. ROBINSON L. BERMEJO**, hereinafter referred to as the "**SUPPLIER**",

-WITNESSETH THAT-

WHEREAS, PHILHEALTH invited Bids for certain goods and ancillary services, viz., **ITB No. 12-011, Procurement of Generator Sets including Services**;

WHEREAS, the SUPPLIER has accepted a Bid and binds itself to provide Generator Sets including its services;

WHEREAS, PHILHEALTH, desires to avail the aforesaid services at reasonable cause;

NOW THEREFORE, for and in consideration of the foregoing premises, the party hereby agrees to undertake the following conditions;

1. **PHILHEALTH** obligates itself to pay the **SUPPLIER** the contract price of **ONE MILLION ONE HUNDRED FORTY EIGHT THOUSAND PESOS THOUSAND (Php 1,148,000.00)** upon completion/delivery, to remedy defects therein in conformity in all respects with the provision of the contract and subject to government accounting rules and procedures;
2. For and in consideration of the above-stated contract price, the **SUPPLIER** binds himself to undertake the following Technical Specifications;

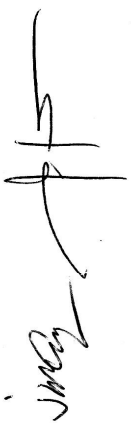
ITEM DESCRIPTION

Specifications

- 15 KVA
- Single Phase
- 60 Hz
- 230 Volts
- 1800 rpm
- Comes complete with standard Accessories
- With soundproof canopy

Accessories

- Operator Handbook
- Electrical Diagrams
- Basic Tool Kit
- Testing Commissioning and Installation
- Training/Orientation on Proper Maintenance



Genset Description:

- Prime power output of 12KVA at single phase, 230 volts, 60 hertz
- Radiator cooled diesel engine with corresponding electric driven fan
- The generator set is mounted on a heavy duty fabricated steel skid type base frame complete with anti-vibration
- The generator comes with all weather protective enclosure, powder coated
- Twelve (12) volts electric starting system complete with heavy duty lead acid maintenance-free starting batteries and battery mounting frames and cables
- Self-excited with automatic voltage regulator (AVR)
- The diesel generator set must be supplied with the base mounted fuel feed and return line
- High capacity air, fuel and lubricating oil filters with spares
- Residential exhaust extension pipe (10 ft.) and insulation
- Ambient temperature up to 40 degree Celcius
- With wheels and trailers to facilitate transport from one place to another.

Warranty:

- **Two (2) years warranty** based from date of delivery and commissioning under normal use and operation for standby application of 1500 running hours, whichever comes first.

OTHER TERMS & CONDITIONS**I. SUPPLY, DELIVERY, AND TESTING SCHEDULE**

- 1.1 The delivery and installation period to PhilHealth Regional Office 2 shall be thirty (30) calendar days upon the issuance of the Purchase Order. All expenses for the delivery of the above-mentioned Equipment shall be at the expense of the winning bidder. A penalty of one-tenth (1/10) of one (1) percent (%) 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.
- 1.2 The delivery of the two (2) Generator Sets will be in the Regional Office for testing & inspection. However, after the inspection & testing of the said equipment, the supplier shall transport the equipment to LHIO Santiago, Santiago City and LHIO Tuguegarao, Tuguegarao City for the final testing and installation of the equipment at the supplier's own expense.
- 1.3 The supplier should provide the description of said equipment. The breakdown of parts (with serial numbers)
- 1.4 The supplier should provide all user manuals, technical materials, system manuals, troubleshooting and installation guide.
- 1.5 The supplier must indicate the details of installation for the entire project. Both parties will determine the installation and implementation of the 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 installation and testing of the equipment within the specified project plan as agreed by both parties.

II. TECHNICAL ASSISTANCE

- 2.1 The supplier should be able to provide a technical team and dedicated personnel who will be tasked with the supply, delivery, configuration, installation testing and maintenance of the equipment.
- 2.2 During the period of the project, the supplier team should successfully provide technical assistance for hardware supply, maintenance and support.

2.3 The supplier should coordinate with **MR. Emir Iringan and George Lorenzana** regarding the technical support and other matters after awarding of project in order to facilitate a faster response with the needed support.

III. WARRANTY AND AFTER SALES SUPPORT FOR THE TWO POWER GENERATOR SETS

3.1 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.

3.2 A seven (7) hours a day and five (5) times a week (7x5) on-call and on-site support must be made available to PhRO 2. If any of the delivered generator sets malfunctions, the PRO General Services Unit shall forward the encountered problem after proper evaluation and recommendation of the Information Technology Management Section to the designated certified service engineer/ authorized service center via e-mail / facsimile and helpdesk (phone).

The Service Response Time			Issuance of Service Units (SU)	
On Call	On Site	Remarks	Replacing the Units thru Service Units	Remarks
8am to 5 pm	5 pm, 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 Responses Time	A penalty shall be imposed if lapses occurred after 48 hours cut-off Period

3.3 The supplier shall provide a **Local Service Center (LSC)** (from Tuguegarao City or any LSC from the Region) which will be responsible in trouble shooting equipment problems ranging from simple to complex.

3.4 A strict implementation of one-tenth (1/10) of one (1) percent (%) 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 Philhealth Regional Office 2 (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 units should be made available within the next 48 hours. Any movement of the service unit/s and malfunctioned/repared unit/s shall be charged against the account of winning supplier. The assigned service engineer should be able to determine on-site if defective equipments/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 repaired and all cost shall be charged to the 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 equal or higher specification).

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Municipality/ CITY OF) S.S.

11 MAR 2013

BEFORE ME, personally appeared this ___ day of _____ 2013, at
TUGUEGARAO CITY, Philippines.

NAME
MR. OSCAR B. ABADU, JR.
MR. ROBINSON L. BERMEO

VALID IDENTIFICATION NO. 95-370179 Drivers License Tuguegarao City
SSS # 07-1059895-0 Tuguegarao City

known to me to be the same persons who executed the foregoing Contract of Services consisting of Four (4) pages including the page on which this acknowledgment is written and acknowledged that the same is their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto signed and affixed my notarial seal on the date and place first above-written.

NOTARY PUBLIC

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Series of 2013

ATTY. LUIS T. DONATO, JR.
NOTARY PUBLIC
UNTIL DEC 31, 2013
ROLL No. 49715
SEC # 0875947 on Jan 4, 2012 AT Tug City
IR # 856205 on Jan 3, 2012 AT Tug City