CONTRACT FOR THE BIDDING OF ONE (1) LOT IT EQUIPMENT CO-LOCATION SERVICES FOR ONLINE APPLICATIONS FOR TWO (2) YEARS

THIS AGREEMENT made on the ___ day of ___ 2014 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 **OIC-Executive Vice-President and Chief Operating Officer, RAMON F. ARISTOZA JR.**, (hereinafter called "**PHILHEALTH**").

-and-

COMCLARK NETWORK AND TECHNOLOGY CORP., a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. 41997-9080, issued on July 14, 1997 and existing under the laws of the Republic of the Philippines, with business address at Reliance Center, Annex 1, #99 E. Rodriguez Jr. Ave., Bo. Ugong, Pasig City represented herein by its **Corporate Sales Group Unit Head, CECIL S. GARCIA**, (hereinafter called "**COMCLARK**")

WHEREAS, PHILHEALTH invited Bids for the ***Bidding on the Procurement of One (1) Lot IT Equipment Co-location Services for Online Applications for Two (2) Years*** and has accepted a Bid by **COMCLARK NETWORK AND TECHNOLOGY CORP** for the supply of those goods in the sum of ***TEN MILLION THIRTY TWO THOUSAND PESOS (PhP10,032,000.00)***, (hereinafter called "**the Contract Price**")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

   (a) COMCLARK's Schedule of Requirements **(Annex "A")**
   (b) COMCLARK's Bid Form **(Annex "B")**;
   (c) COMCLARK's Technical Proposal and its Appendices **(Annex "C")**;
   (d) Notice of Award **(Annex "D")**;
   (e) BAC-TWG Resolution No. 02, s. 2014 **(Annex "E")**;
   (f) General Conditions of the Contract (GCC) **(Annex "F")**;
   (g) Special Conditions of the Contract (SCC) **(Annex "G")**; **and**
   (h) Bid Bulletin **(Annex "H")**

3. In consideration of the payments to be made by **PHILHEALTH** to **COMLARK** as hereinafter mentioned, **COMLARK** 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 **COMLARK** 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, COMLARK** shall submit the Statement or Billing of Account and other documentary requirements as may be required by the former as condition for payment.

As obligation for the warranty, **PHILHEALTH** shall withhold ten percent (10%) of the total contract price stated in the Whereas Clause hereof, amounting to **One Million Three Thousand Two Hundred Pesos (PhP1,003,200.00)** as retention money. **The said amount shall only be released after the lapse of the Two (2) year warranty period.** Otherwise, **COMLARK** may opt to post a special Bank guarantee equivalent to the same amount covering the said warranty period.

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.

7 The warranty period of the goods included in the technical specifications is two (2) years. If during the warranty period, some or all of the provisions are not met or will not be met, the proponent must notify PHIC within three (3) working days. If no notification is received within the said period, PHIC will impose penalty/ sanction according to existing government laws.

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

RAMON F. ARISTOZA JR.
OIC-Office of the Vice-President and COO

COMCLARK NETWORK AND TECHNOLOGY CORP.

CECIL S. GARCIA
Unit Head, Corporate Sales Group

Signed in the presence of:

SVP EDGAR NILO S. ASUNCION
Chief Legal Executive

CA-HDM -09-15
HANNAH LORRAINE DALISAY
Division Chief
Accounting and Internal Control Department

SM BOBBY A. CRISOSTOMO
Information Technology Management Department

EDWIN JOHN P. LAGARO
Witness for **COMCLARK**

MARY ANN L. AGUIRRE
Witness for **COMCLARK**

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASIG CITY) S.S.

BEFORE ME, this APR 1 1 2014 day of _____ 2014, personally appeared the following persons exhibiting to me their respective Government issued ID's to wit:

RAMON F. ARISTOZA JR. PHILHEALTH I.D. # 10027198
Philippine Health Insurance Corp

CECIL S. GARCIA PASSPORT NO. EP7834243
Canclark Network and Technology Corp

known to me to be the same persons who executed the foregoing Contract Agreement consisting of ***one hundred eight (108) pages*** including the annexes and this page on which the acknowledgement is written and they acknowledged that the same is their 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. 324
Page No. 106
Book No. 1
Series of 2014

ATTY. JONATHAN V. IBAÑEZ
Notary Public for Pasig City
Until 31 December 2016
Commission No. 272
IBP No. 952[illegible] / 01-08-14 / Quezon City
PTR No. 5[illegible] 01-08-14 / Pasig City
Roll No. 62382
995 Rodriguez St. Ex. Dr. Upper Bicutan

ANNEX

Section VI. Schedule of Requirements

The schedule of services expressed as weeks/months calendar dates hereafter, calculated from the date which is the first of the commencement of the project site.

Item Number	Description	Quantity	Total	Delivery Weeks/Months
	IT Equipment Co-Location Services and ISP for Online Applications for Two (2) Years	One (1) Lot	One (1) Lot	Within thirty (30) calendar days from the receipt of the Notice to Proceed for a period of Two (2) years

I hereby certify to comply and deliver all the above requirements.

Bandark Network and Technology Corporation
Name of Company/Bidder

Geoff S. Garcia
Signature over Printed Name of Representative

4/25/2023
Date

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Office of the Secretary
Bac Secretariat Office

Bid Form

Date: November 25, 2013
Invitation to Bid No.: COLOC 2013 - 006 - IT

The Chairperson
Bids and Awards Committee
PHILHEALTH

Gentlemen and/or Ladies

Having examined the Bidding Documents including Bid Bulletin Number(s) [illegible], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver/install Core IT Equipment and Network Services and ISP for Online Verification for Two (2) Years in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS	Cost per item (inclusive of VAT)	Total Cost (inclusive of VAT)
Monthly Recurring Charges for 24 months	₱ 418,000.00	₱ 10,032,000.00
TOTAL (In Words)	Ten Million Thirty Two Thousand Pesos Only	

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid for the Bid Validity Period specified in BDS paragraph to ITB Clause 9 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We hereby certify, confirm and repeat that we comply with the eligibility requirements as per ITB Clause [illegible] of the Bidding Documents.

Dated this 25th day of November 2013

Noel S. Garcia
Signature

Unit Head
In the capacity of

Duly authorized to sign Bid for and on behalf of Clendark Network and Technologies Corporation

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ANNEX

Section VII. Technical Specifications

SPECIFICATIONS	Statement of Compliance
* Statement of Compliance: bidders must state here either "Comply" or "Deviate" [illegible]	
SCOPE OF THE PROJECT	Statement of Compliance*
- Power Off of All the Devices including its peripherals that will be collocated	Comply
a. Must ensure the proper power down of the devices	Comply
b. Must ensure that no loss of configuration is lost during the process	Comply
c. Must ensure that during power up of the devices all the data and configuration must be restored prior to shutdown	Comply
- Transfer: Delivery of the co located IT equipment from the Leasure IT Equipment Co-location facility to the proposed site	Comply as indicated in the Bidding Documents issued as stated therein. PhilHealth [illegible]
a. Must ensure the proper handling of PhilHealth's IT Equipment including components and peripherals from the preparation of manifest and all the equipment are delivered and fully uncrated in the proposed IT Equipment Co-location facility	Comply
b. Must ensure the co located IT equipment from any loss or damages during the transfer	Comply
c. Must retain the conditions of the co located IT equipment during the transfer	Comply
d. Must secure a complete inventory of the co located IT equipment prior to transfer which will serve as checklist upon delivery to the proposed IT Equipment Co-location facility	Comply
Other detailed procedures and requirements will be discussed and agreed upon during the Project Management which includes the old and transfer of existing IT Equipment that are currently collocated at Leasure Data Center (Clark Field, Pampanga) to the proposed IT Equipment Co-location facility will form part of the contract agreement between both parties	Comply
Provision of communication links between PhilHealth Head Office (Pasig) and the proposed Co-location site	
a. Must ensure that the redundant link connection will should be provided between PhilHealth Head Office	[illegible]

Design and the IT Equipment Co location facility - The communication links must be operational and fully tested prior to physical transfer of the co-located IT Equipment	Comply
- The provision of necessary security measures in the co-located IT equipment	Comply
o Must have a surveillance camera dedicated to PhilHealth's IT Equipment - Must provide a dedicated cage and locking mechanism to physically secure PhilHealth's IT Equipment	Comply, Contract Annex B.10 Comply, Contract Annex B.3
- Provision of Internet Services	Comply
Must ensure that the internet service for critical applications should be installed and maintained at PhilHealth Head Office (Pasay) - Must ensure that the internet service for co-location site must be installed in the proposed co-location site	Comply, Contract Annex C Comply, Contract Annex C
- Power On at All the Devices including its peripherals upon collocation	Comply
Must ensure the proper power up of the devices o Must ensure that all the configurations are in place during the process o All equipment must be operational after power-up	Comply Comply Comply
- Specifically the vendor shall provide the following deliverables	Comply
DELIVERABLES (ITEM NO. 1)	
Quantity: 1 Lot	
Item 1 **INFORMATION TECHNOLOGY EQUIPMENT CO-LOCATION SERVICE**	Comply
- Co-location Space Requirements	Comply
o Five (5) rack space	Comply
- Must have at least a capacity of 25A per rack or at least 125A - Must have at least two (2) x 5A UPS feed per rack - With cable management and cable channel per rack - 8 pb redundant power distribution units and with power sockets compatible with PhilHealth's IT equipment per rack - Must provide a cage with at least twelve (12) racks mounts and dedicated to PhilHealth's IT equipment or the service inc. co-located IT equipment on the	Comply Comply Comply Comply Comply Comply, Contract Annex B.10 Location Map of Co-location Facility, Contract Annex B.3

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corporation. The cage must have a locking mechanism to restrict unauthorized personnel to access only to the co-located IT equipment	
	Comply
• Co-location Site Requirements	
	Comply
• The Co-location site must conform with the standards for Data Center Co-location including but not limited to the following:	
	Comply, Consult Annex D
◦ Must have dedicated power generator that can sustain continuous operation for at least 30 days • There must be at least two (2) Power Generators for redundancy ◦ Must have redundant centralized uninterruptible power supply (UPS) to handle power transition to and from generator set to main power source ◦ Must have redundant Precision Air Conditioning Units (PACUs) ◦ Must have layered security access. Biometrics and/or Pass cards/access control must be in-place • Must have International Standards (FM200) data center fire suppression and detection system ◦ Must have full physical security with 24 hours a day, 7 days a week armed guards Must have security system with live and recorded internal and external cameras. Recorded security video must be archived for at least 1 month Must have a dedicated surveillance camera covering the area wherein the co-located IT equipment is situated. The camera must be operational 24 x 7 and able to save video files for at least six months. PhilHealth must have access to view the camera feed The site must be maintained by competent people in managing the data center 24 hours a day, 7 days a week.	Comply, Consult Annex D1 Comply, Consult Annex D2 Comply, Consult Annex D3 Comply Comply, Consult Annex D4 Comply Comply, Consult Annex D5 Comply Comply
• Communication Link Requirements	
The winning bidder must provide two (2) communication links between PhilHealth IT and Office (Pasig) and the proposed Co-locations site	Comply as indicated in the bidder's Issued as stated in the Contract Annex
◦ **Primary Communication Link**– must be at least **100 Mbps** Guaranteed Bandwidth CIR (Committed Information Rate) ◦ **Redundant (secondary) Communication Link** must be at least **100 Mbps** Guaranteed Bandwidth CIR (Committed Information Rate) ◦ Both communication links must be active	Comply as indicated in the bidder's Issued as stated in the Contract Annex Comply as indicated in the bidder's Issued as stated in the Contract Annex

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2. To further reconsider the two (2) communication links should have a separate and different physical communication path between PhilHealth Head Office (Pasig) and the proposed Co-location site.	Comply
• Must provide two (2) separate and bi-ped fiber optic media links between PhilHealth Head Office (Pasig) and the proposed Co-location site. The two physical paths must be separate to achieve diverse route upon whole outside of PhilHealth premises and the proposed co-located site.	Comply, Compliance indicated in the Bidder's Technical Proposal as stated therein. Compliance Annex A
• The primary link must be Layer 1	Comply, Compliance indicated in the Bidder's Technical Proposal as stated therein. Compliance Annex A
• The redundant link must be layer 1 or layer 2	Comply, as indicated in the Bidder's Technical Proposal as stated therein. Compliance Annex A
• The communications links must be both active anytime	Comply, Compliance indicated in the Bidder's Technical Proposal as stated therein. Compliance Annex A, C2, F4, G1 and G2
• The two (2) communication links must include modem, router or any device that will convert the last mile media to copper-based Fast Ethernet or Gigabit Ethernet.	
11. The winning bidder must provide a dedicated Internet connectivity at the proposed co-location site	Comply
• Must be a Fixed Bandwidth/Dedicated type of access	Comply, Compliance indicated in the Bidder's Technical Proposal
• Must be a Leased Line technology	Comply, Compliance indicated in the Bidder's Technical Proposal
• The last mile facility going to the PhilHealth Network must be fiber optic or Gigabit Copper connectivity	Comply, Compliance indicated in the Bidder's Technical Proposal
Must be at least 24 Mbps Guaranteed Bandwidth CIR	Comply, Compliance indicated in the Bidder's Technical Proposal
• Must be terminated in fiber optic or copper based Gigabit Ethernet	Comply, Compliance indicated in the Bidder's Technical Proposal
• International Peering – the winning bidder must provide a certification that they are connected to, subscribed to Tier 1 or Tier 2 networks of Internet Service Providers	Comply, Compliance indicated in the Bidder's Technical Proposal
• Local Peering – the winning bidder must provide a certification that they are connected or is a member of the Local Internet Exchanges in the Philippines	Comply, Compliance indicated in the Bidder's Technical Proposal
• The winning bidder must be able to assure round trip latency of at least 120ms. The latency testing of internet will be done from the winning bidder's connection facility (Network Operating Center) to the following Internet service providers of PhilHealth's Offices. PhilHealth will identify two (2) Service Offices for each ISP listed below:	Comply as indicated in Bidder's Technical Proposal as stated therein
• Bayantel • GlobeCom • Globe • PLDT Smartbro • Digitel	

• Subscription must include a dedicated connection to the Internet that will support the last mile facility to carrier-based Fast Ethernet that will interconnect to PhilHealth's Local Area Network (LAN) • Must provide at least sixty (60) usable public IP addresses • Must include all necessary cables or interconnection equipment The winning bidder must provide the data connection to Internet site and some facilities must have direct access to the co-location site and able had 24/7 for faster problem resolution	Complies Comply as indicated in the Bulletin No. 1 issued as stated therein Comply Comply
OTHER REQUIREMENTS	
1. The winning bidder must assure that no access of authorized PhilHealth personnel to the co-located IT equipment must be allowed anytime	Comply
2. The winning bidder must assure that only authorized PhilHealth personnel are allowed to access the co-located IT equipment	Comply
3. The winning bidder must assure that adequate power supply and power outlets is available to the co-located IT equipment 24 hours a day, 7 days a week	Comply
4. The winning bidder must assure that the physical security of the co-located IT equipment and that the recorded videos from the security cameras should be kept/archived for at least 1 month	Comply
5. The winning bidder must ensure that PhilHealth authorized personnel are allowed to review the recorded video(s) from the security cameras if necessary	Comply
6. The winning bidder must allow PhilHealth authorized personnel to access remotely the security cameras covering the area of the co-located IT equipment for security and administrative purposes if remote access is not possible as the co-located area secure. Remotely PhilHealth must be allowed to install or add some facility to monitor the co-located IT equipment	Comply
7. The winning bidder must ensure that authorized personnel are available in the premises to escort authorized PhilHealth personnel to the physical security(s) for the co-located IT equipment whenever necessary	Comply

The winning bidder must state the fire suppression equipment conforms to the data center standards and is clean, safe, sound and operational	Comply. Complete Annex 04 & 05
The winning bidder must ensure that vendor personnel are available to assist PhilHealth authorized personnel in the logistics during the operations period	Comply
c. Subscription must include necessary tools for fine tuning that will enable business continuity and continuous availability of the IT Equipment in remote locations. Access to the private network can be ensured using technology such as DSL, Wi-Fi, Globe Wireless, or any 3rd party ISP. Web monitoring tool must include simultaneous access to the internet with the following features:	Comply
• Must be able to connect remotely to the Data Center facility	Comply
• Must be a portable tablet form	Comply
- Must have 9.7 inch chipset LED-backlit widescreen, multi-touch display	Comply
- Must have at least 2048 x 1536 resolution at 264 pixel per inch	Comply
- Must have at least 32 Gb internal storage space	Comply
- Must have wireless (wi-fi) and cellular (at least 4G access with Nano SIM card port) must have unlimited Internet access anywhere using at least 4G or better until the duration of contract and extension thereof	Comply
- Must support at least, but not limited to, LTE, HSPA+ and Bluetooth 4.0 technology	Comply
Must have built-in portable access point or capability that can connect up to 5 simultaneous users such as Internet provider of at least 1 Gbps	Comply
With protective case and screen protector	Comply
AFTER SALES SUPPORT	
a. During the subscription period, the winning bidder shall provide competent technical personnel in the proposed co-location site to assist PhilHealth authorized personnel whenever problem occurs. Assistance could present an issue from which cannot be done from the remote location. Physical intervention can only be done upon the advice of the authorized PhilHealth personnel	Comply. Complete Annex 06
b. Escalation and support must be available 24 hours/day, 7 days a week in the proposed co-location site	Comply
	Comply. Complete Annex 07

Failure to meet specified [illegible] by winning bidder will provide right to charge a deduction to suppose the communication links, internet service and equipment whenever hardware and/or any related problem should occur.	[illegible]
For the communication links and internet service, on-call and on-site support should be available 24 hours a day, 7 days a week (24 hours x 7 days). Likewise Customer Service should be available 24 hours x 7 days.	Comply. Complies 24/7 [illegible]
For on-call support, a one (1) hour response time from the time of the call is required. For on-site support, a response time of not more than 4 hours is required from the time of the call in cases wherein the phone support could not solve the problem. Maximum of 24 hours from the receipt of report is required for on-site support.	[illegible]
The winning bidder must shoulder all expenses of all technical personnel who will be providing the technical services on-site.	Comply
The winning bidder must provide an online or web based bandwidth usage monitoring tool to monitor the actual bandwidth usage/utilization for the communication links and internet service. The tool should display the daily, weekly, monthly and yearly traffic utilization.	Comply
PROJECT MANAGEMENT	
The winning bidder should provide a Project Management and/or team that will handle the continue design, installation, transfer, maintenance and the necessary endeavors before the actual implementation of the project in coordination with PhilHealth's IT Management Department.	Comply
The winning bidder must submit a [illegible] map or blueprint, the schedules and timeline before the actual implementation of the project.	Comply
Both parties (PhilHealth and the winning bidder) should agree with the formulated strategy(s) before the implementation project.	Comply
The acceptable downtime during the transfer of equipment must not exceed thirty six (36) hours and must be executed during weekend or holiday.	Comply, as long as [illegible]

CONTRACT PERIOD

1. The contract period of the contract is two (2) years. 2. During the contract period, the proponent must not increase the original contract price. 3. In case PhilHealth requires additional rack space for new enrollment, amendment to the original contract price may be negotiated according to the prevailing market price. 4. Rate adjustment to the contract price may be made by PhilHealth. In case the prevailing market price for the project decreases, PhilHealth may negotiate for the new contract price or may terminate the contract without incurring the original contract price.	Comply Comply Comply Comply

SERVICE LEVEL AGREEMENT (SLA)

1. PhilHealth must be reimbursed the equivalent downtime of the co-located IT equipment due to technical problem brought about by the following:

Description	Time (minutes)	Equivalent refund
Cross connect and/or cross connect downtime due to site and bulk failure before the subject has not limited to power supply failure, and the primary communication link	[illegible]	Three (3) Hours for every minute or monetary equivalent
	[illegible]	Twelve (12) Hours for every minute or monetary equivalent
	[illegible]	One Tenth (1/10) Hours for every minute or monetary equivalent
	[illegible]	Two (2) Days for every minute or monetary equivalent
	Greater than 120	Seven (7) days for every minute or monetary equivalent for each [illegible] of reasonable downtime

Comply as indicated in Bid Bulletin No. 1 issued as stated above

2. Monetary payment may be computed based on the contract amount or based on the total damage caused by the downtime, whichever is agreed upon.

Shall be agreed upon and finalized during the project management between PhilHealth and the winning bidder and will form part of the contract agreement between both parties.

Comply as indicated in Bid Bulletin No. 1 issued as stated above

DELIVERY AND DATE OF INSTALLATION/IMPLEMENTATION	
16. (1) Equipment Co-location period shall not be shorter than/implemented in the proposed site of the supplying bidder for more than (30) calendar days. The communication links between PhilHealth Head Office Pasig and the proposed (1) Equipment Co-location facility shall be available prior to the transfer of co-located (1) equipment.	

DELIVERABLES (ITEM NO. 2)	
Item 2. INTERNET SERVICE PROVIDER SUBSCRIPTION FOR ONLINE APPLICATIONS	Comply
- General Requirements	
- Install and operationalize PhilHealth internal connectivity to address local requirements apply the communication hardware, software and software requirements	Comply
o Integrate the Internet connectivity to the PhilHealth Enterprise Network	Comply
o Ensure the security of PhilHealth Enterprise Network	Comply
o Assure the continued and uninterrupted operation of the Internet connectivity as follows:	Comply
- Provide technical support service for the duration of the subscription period required to operate and support the network.	Comply, [illegible]
• Provide periodic software maintenance, updates and upgrades of any or the software provided.	Comply
• Maintenance of the network equipment provided	Comply
- Must provide complete documentation	Comply
• Specifications	
o Must be a Fixed Bandwidth/Dedicated type of access	Comply. Complete [illegible]
o Must be a Leased Line technology	Comply. [illegible]
- The last mile facility going to the PhilHealth head office/Proxy data center must be fiber optic cabled wire-clad	Comply. Complete [illegible]
- International Peering – the winning bidder must provide a certification that they are connected or subscribed to Tier 1 or Tier 2 networks or Internet Service Providers	[illegible]
o Local Peering – the winning bidder must provide a certification that they are connected or is a member of the Local Internet Exchanges in the Philippines.	Comply. Complete [illegible]
o The winning bidder must be able to attain connectivity latency of at least 120ms. To verify, testing of latency will be done from the winning bidder's connection facility (Network Operating Center) to the following Internet service providers of PhilHealth. Office PhilHealth will identify two (2) Satellite Offices on each ISP listed below	Comply
- Bayan Tel	
- SpeedCast	
- Globe	
- PLDT/SMART	
- DigiTel	

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Must be at least 16 Mbps Guaranteed Bandwidth (1 : 1 upload and download speed)	Comply
Must provide at least sixty (60) usable public or legal IP addresses	Comply
Sales quotation must include modem power supply device that all convert the last mile facility to copper-based Fast Ethernet that will interconnect to Multi-tenant Local Area Network (LAN)	Comply Available Areas: 1 Set
Must include all necessary cables to interconnect and operate all equipment	Comply
The winning bidder must certify that they own the cable facility and/or have direct control to cable facility 24/7 for faster problem resolution. The certification must be submitted as part of the bidding proposal	Comply, Contract Annex
OTHER REQUIREMENTS	
Must include: Three (3) units Laptop with the following specifications:	Comply
- The processor must be at least the latest Intel(R) Core(TM) i7 Processor. Must be at least 2.7 GHz process or speed	Comply
- Must have at least 8MB Cache	Comply
- Must have at least 16GB DDR3 memory	Comply
- Must have at least 500GB 7200RPM SATA/ II Hard Drive	Comply
- Must be at least 1GB dedicated GDDR5 video memory	Comply
- Must have at least 14" diagonal LED Display	Comply
- Must have at least 6 hours battery life	Comply
- Must have at least 8x Fixed Optical Drive Blu-ray ROM DVD+/-RW Super Multi DL	Comply
- With built-in speaker and webcam	Comply
- Must have at least 2 USB Ports (with at least one USB 3.0), 1 RJ-45 Gigabit LAN Port and 1 HDMI port or equivalent	Comply
- Serial Port (USB to Serial Port converter)	Comply
- Built-in Wi-Fi capability (802.11a/b/g/n)	Comply
- Built-in Bluetooth	Comply
- Software: CTP Tunnels, Installer (no pass Licenses)	Comply
- Genuine Windows 8 (32 bit) Professional or latest MS operating system (with operating media installer of 16 GB or more CD)	Comply
- Two (2) Years OEM Warranty License	Comply
- With AC adapter and power Cable	Comply
- With carrying bag, case and protector	Comply
- Manuals	Comply
- Must have at least 2 Years Warranty	Comply
- The market release of the unit model must be at least last semester of year 2013	Comply

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Office of the Provincial
SAC Coordinator

o. Must provide One (1) unit of Unlimited Mobile **Broadband Internet Connectivity** for the duration of the subscription period (2 years) for technical engagement and support. The connection speed can turn up to 20mbps using the LTE Pro. Will serve as the Tech-stage Mast to be able to connect on the 5G ready (hermitale) or WiFi wireless access.	Comply as indicated in bid Bulletin No. issued as stated herein
AFTER SALES SUPPORT	
a. During the subscription period, the winning bidder shall provide highly technical personnel to support the internet service and equipment whenever hardware failure and related incident occur.	Comply [illegible]
b. On-call and on-site support should be available 24 hours a day, 7 days a week, 24 hours, 7 days. Likewise, Customer Service should be available 24 hours, 7 days.	Comply [illegible]
c. For on-call support, one (1) hour response time from the time of the call is required. For on-site support, a response time of not more than 4 hours is required from the time of the call in cases wherein the phone support could not solve the problem. Maximum of 24 hours after receipt of report is required for on-site support.	Comply [illegible]
d. The winning bidder must shoulder all expenses of their technical personnel who will be providing the technical services on-site.	Comply
e. The winning bidder must provide an online or web-based bandwidth usage monitoring tool to monitor the actual bandwidth usage/utilization of the internet service. The tool should display the data usage monthly and send to the notification.	Comply [illegible]
CONTRACT PERIOD	
a. The contract period for this project is two (2) years.	Comply
b. During the contract period, the proponent must not increase the original contract price.	Comply
c. In case Philhealth requires additional each time for any equipment, enrollment or the original contract price, may be negotiated according to the prevailing market price.	Comply
Yearly assessment of the contract price will be done by Philhealth in case the prevailing market price for the project decreases, Philhealth may negotiate for the new contract price or may negotiate to add features without increasing the original contract price.	Comply

SERVICE LEGAL AGREEMENT (SLA)

- PhilHealth must be recompensed the equivalent downtime in Internet Services due to technical problem sought upon by the following

Description	Time (minutes)	Equivalent Credit
Internet Downtime	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]

Comply

- Monetary equivalent service compensation based on the contract amount or based on the actual damage caused by the downtime, whichever is agreed upon

Comply

- Shall be agreed upon and finalized during the project management between PhilHealth and the winning bidder and will form part of the contract agreement between both parties

Comply

DELIVERY AND DATE OF INSTALLATION

- The internet service subscription for the JSP for Online Applications shall be installed and terminated at 14 Floor Room [illegible] PhilState [illegible] Bldg. 709 Shaw Blvd., Pasig City. The internet service must be installed and available not more than thirty (30) days upon issuance of notice to proceed

Comply

I hereby certify to comply with all the above Technical Specifications.

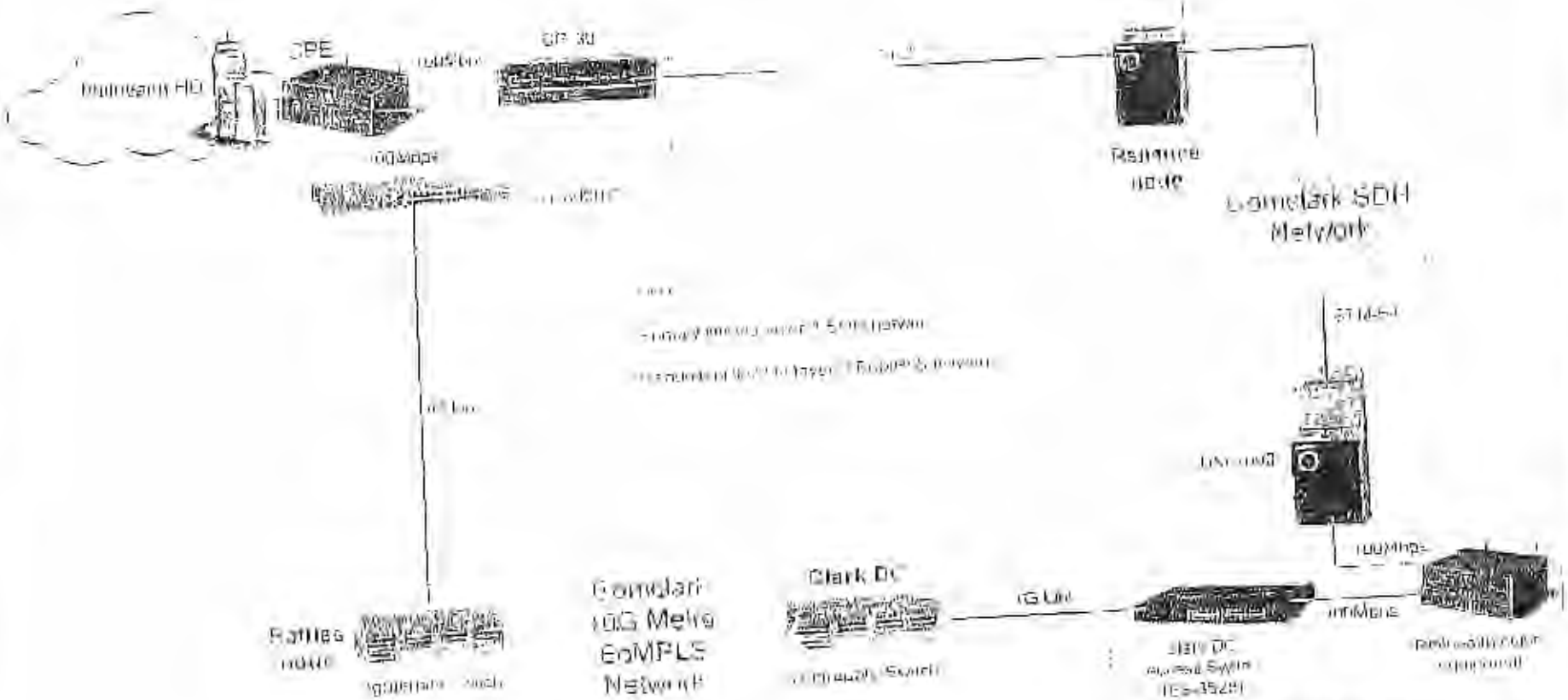
Comclark Network & Technology Corporation
Name of Company/Bidder

Cecil S. Garcia
Signature over Printed Name of Representative

November 15, 2011
Date

CERTIFIED TRUE COPY

ANNEX A



ComClark	Project Name	Designed by	Checked by	Approved by
			Design Period	Nazir Bernardini
		Service type	Approved by	TMC Head
			Rev Date	Date
			Revision Description	

ANNEX B

SONY

make.believe

NSR-500

Network Surveillance Recording Server

IRELA

The ISR-500 is Sony's 16-channel [illegible] server delivering a very good cost-performance ratio.

Depending on system requirements, you can select the best model for your particular application.

[illegible]

[illegible]

[illegible]

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

[illegible]

[illegible]

FEATURES

Long Duration Recording

[illegible]

RAID Technology

Prevent Data Loss Due to

[illegible]

Ideal Replacement for

Existing Digital Video Recorders

[illegible]

Optional Licenses for Future Systems Expansion

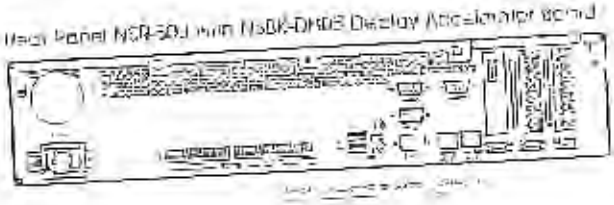
[illegible]

SPECIFICATIONS

Front Panel NSR-500

Rear Panel NSR-500 with NSBK-E250 Image Encoder Board

Rear Panel NSR-500 with NSBK-DN08 Display Accelerator Board



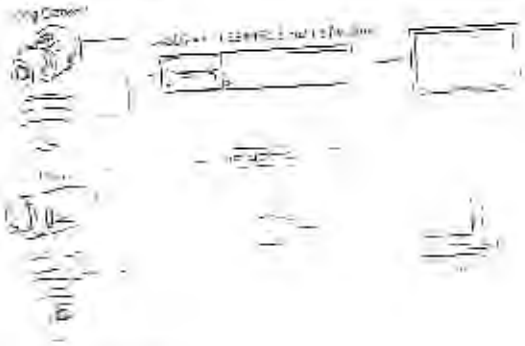
[illegible]

Redundant System Controller

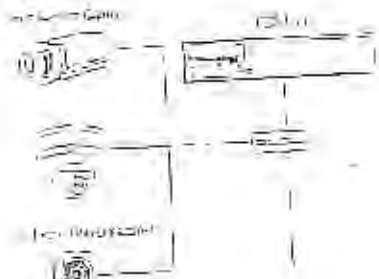
[illegible]

SYSTEM EXAMPLES

Simple Configuration



[illegible]



SPECIFICATIONS

Sony Electronics Inc.
1 Sony Drive
Park Ridge, NJ 07656
sony.com/security

SNP2198 (MK10806V1)

ANNEX B1

SONY
make.believe

SNC-CH110

Network HD Camera – X Series

Compact and Affordable HD Security Camera

- Excellent 720p HD picture quality, supporting H.264 at 30 fps
- 1.3 Megapixel (1280 x 960) maximum resolution
- Three codecs (H.264, MPEG-4, JPEG) and dual streaming capability
- 1/3.8 type progressive scan CMOS sensor incorporated to realize high image quality

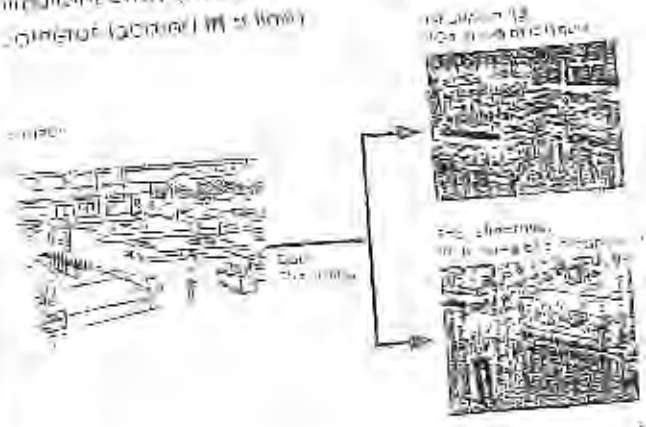
HD 10

KEY FEATURES

Compact and Even Easier to Install Security Surveillance Solution

Advanced Day/Night function to switch to Day / Night mode depending on the light level

Stream Sources function to send out 3 streams of video in user-selectable resolutions at the same time, simultaneously. One will function to replace two SD cameras (across IP a line)



Intelligent Motion Detection (IVS) supports CERT

Comes with a Value

IPELA

Preliminary

SPECIFICATIONS

Connectivity	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Power	[illegible]
[illegible]	[illegible]
Speakers	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
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[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Power Requirements	
[illegible]	[illegible]
[illegible]	[illegible]
Speakers	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
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[illegible]	[illegible]
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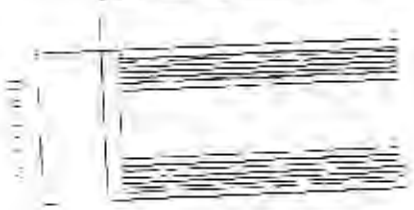
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Supplied Accessories	
[illegible]	[illegible]
Remote Control	
[illegible]	[illegible]
Remote Video Control	
[illegible]	[illegible]
Amplifier	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Control	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Physical Dimensions	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Supplied Accessories	
[illegible]	[illegible]
[illegible]	[illegible]

SYSTEM CONNECTIONS

DIMENSIONS



Distributed by:

KW-10739V10MB10MB

SNC-CH210

Network HD Camera — X Series

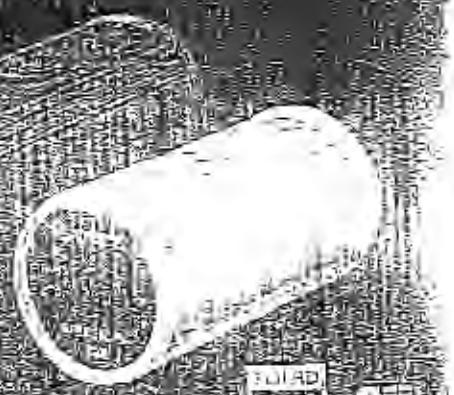
ANNEX B2

SONY

make.believe

Compact and Affordable 1080p HD Security Camera

- Excellent 1080p HD picture quality, supporting H.264 at 15 fps
- 3 Megapixel (2048 x 1536) maximum resolution
- Three codecs (H.264, MPEG-4, JPEG) and a dual streaming capability
- The "Exmor" CMOS sensor incorporated to realize high image quality and low noise



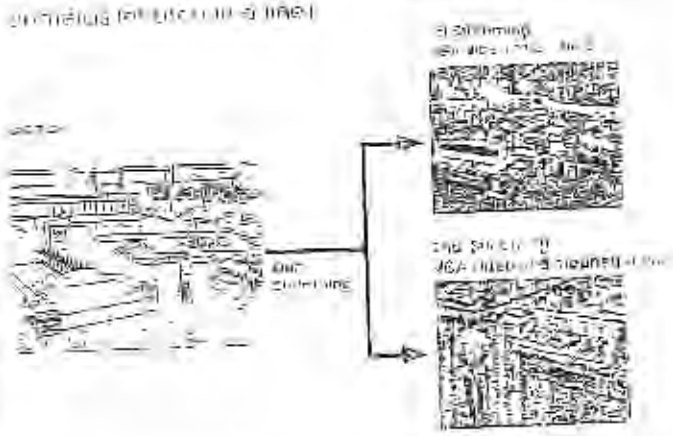
Key Features

Compact and stylish design for discreet surveillance solution

Use of day/night function to switch to Day or Night mode depending on ambient level

Simultaneous transmission to send two different video streams via an IP network

Uncompressed Low-Cost connection solution via BC connection for [illegible]



[illegible] IP network [illegible] Simple to install [illegible]

Recording power [illegible]

[illegible]

ONVIF

Connect your Vision

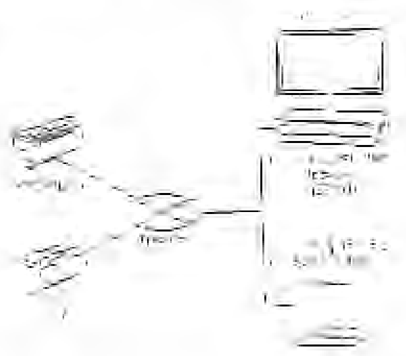
IPELA

SPECIFICATIONS

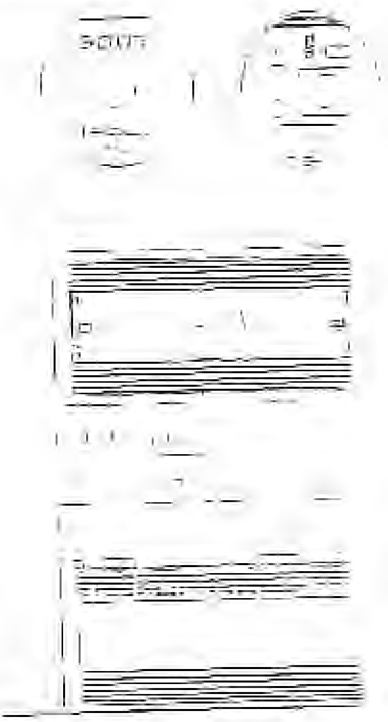
SNC-CH110

[illegible]

SYSTEM CONFIGURATION



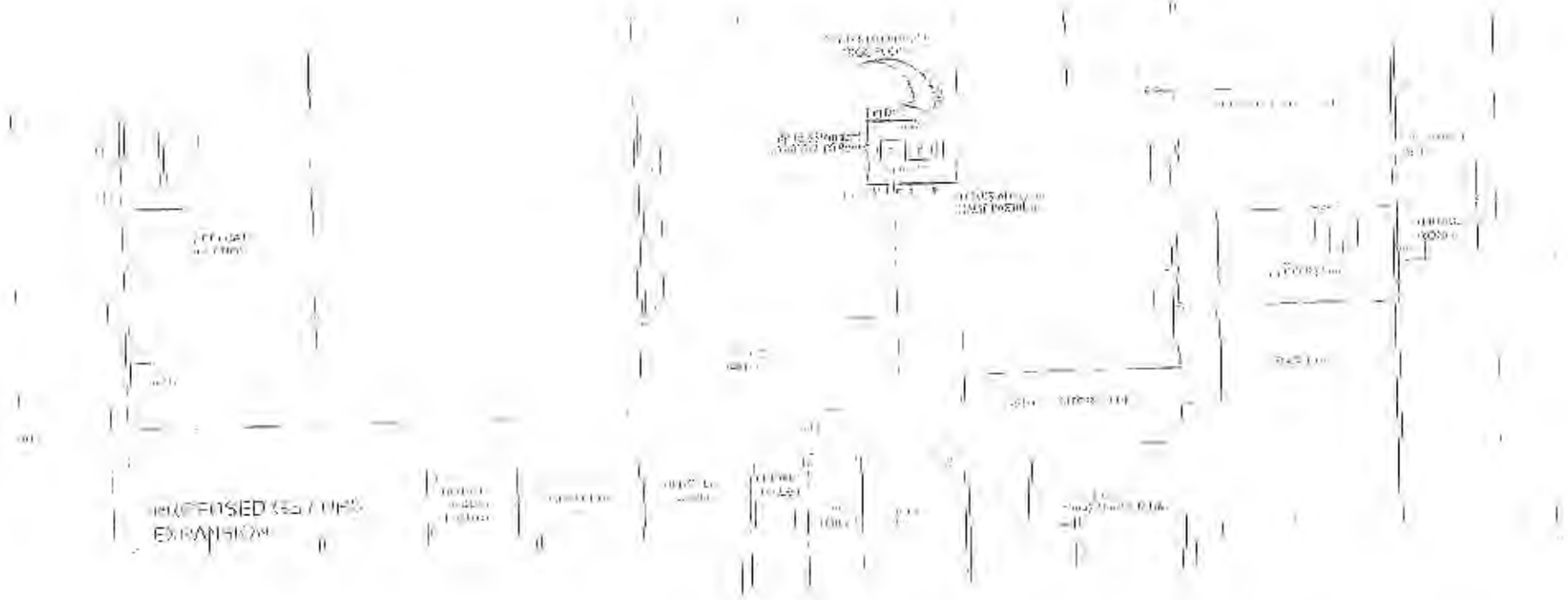
DIMENSIONS



Distributed by

MK10719V1CHB10JUN

ANNEX B3

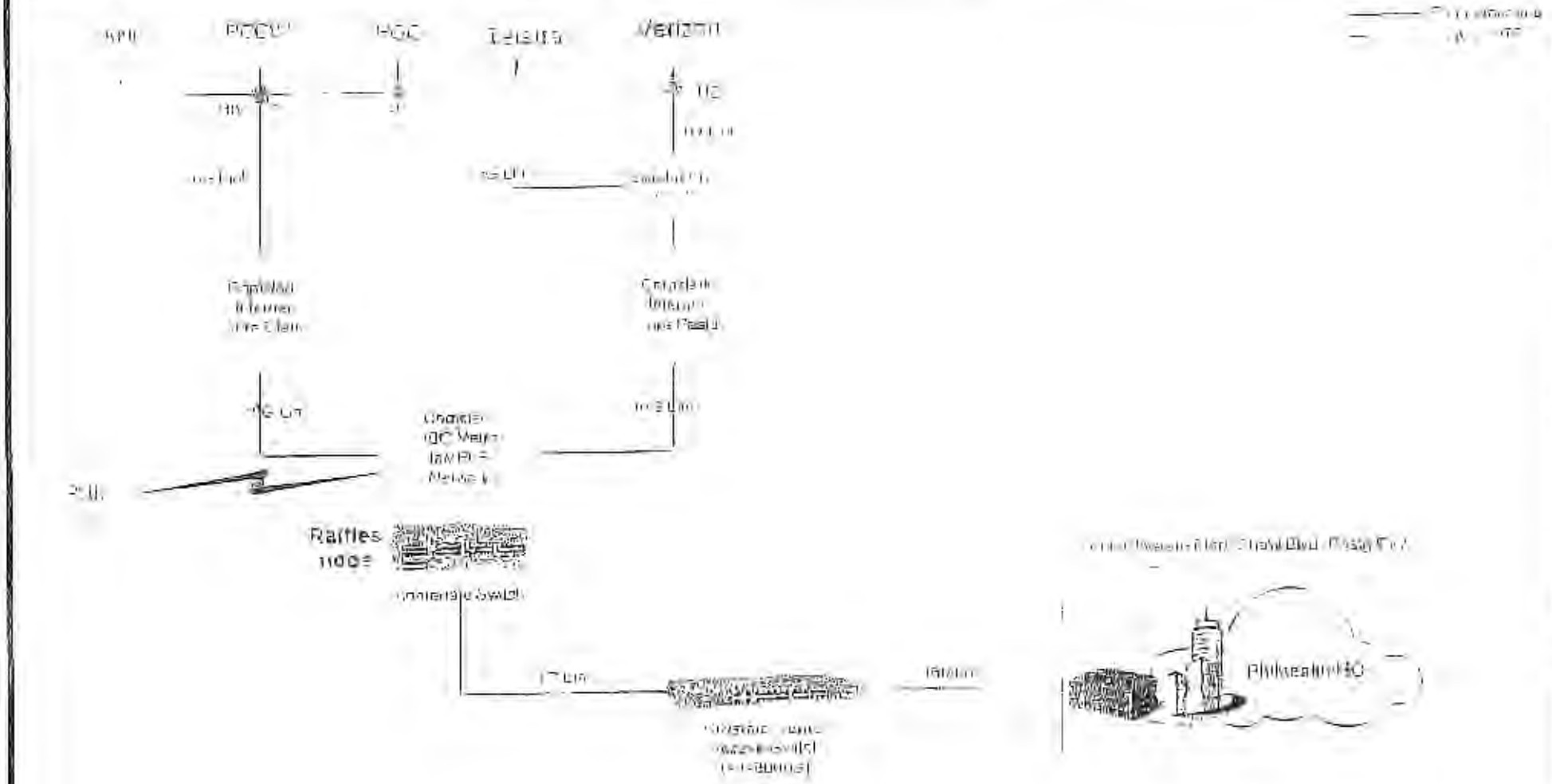


FLOOR LAYOUT

ComClark
network and technology corp

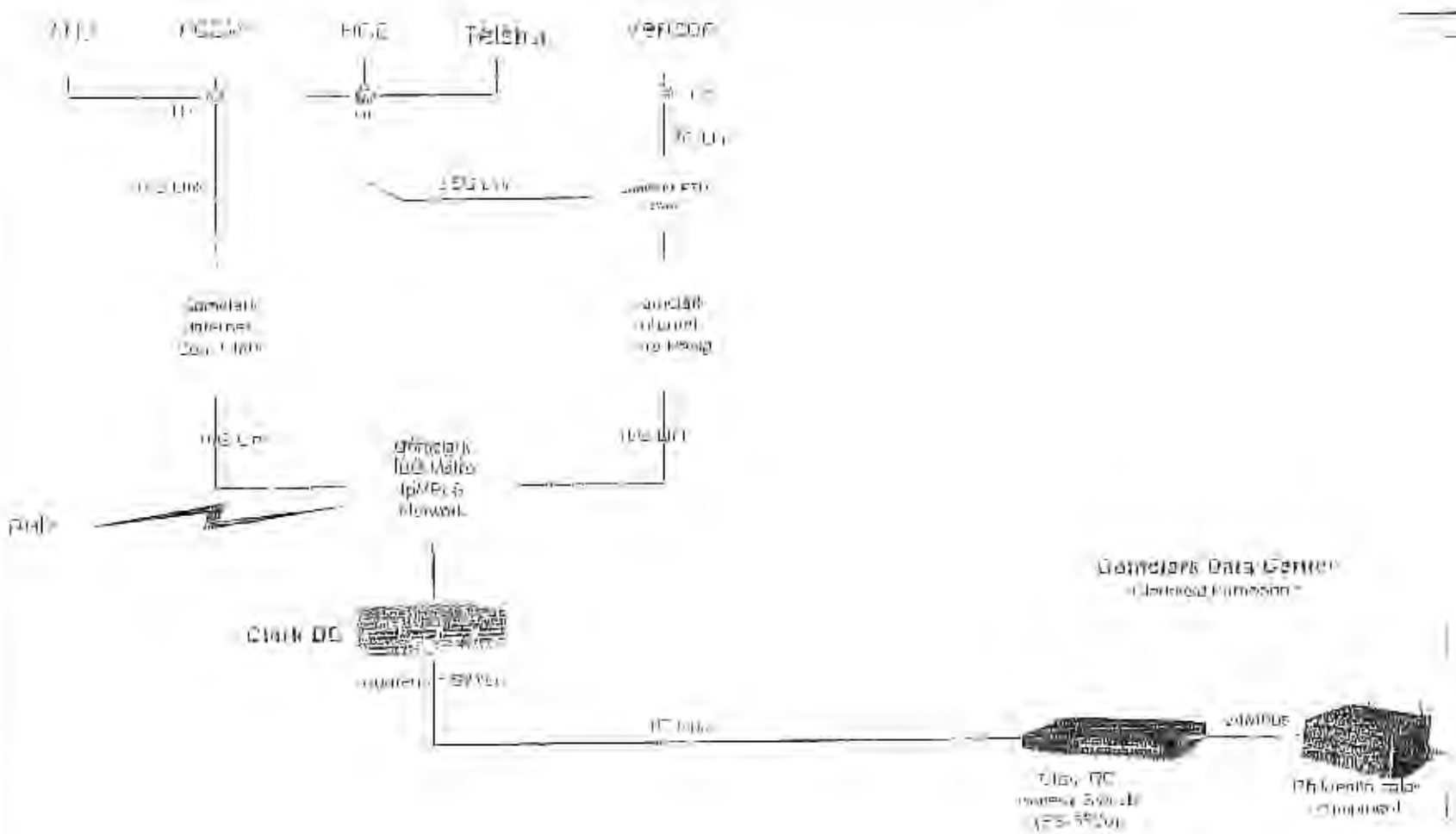
PROPOSED LOUGE AND BACK LAYOUT
FOR PHILHEALTH AT CLARK INC

ANNEX C



ComClark	Project Name	Designed by	Checked by	Approved by
		Drawn by	Checked by	Main Distribution
	Engineering Drawing	Scale	Approved by	Title / Item
			Exam Report	Date

ANNEX C1



ComClark	Project Name	Designed By	Checked By	Approved By
		Drawn By	Checked By	Approved By
		Scale	Drawing No.	Rev
			Weight Load	Date / Date

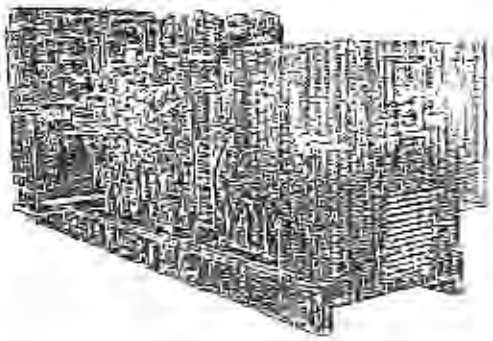
ANNEX D

Power Generation

Specification sheet

Diesel generator set KTA38 series engine

1029 kVA - 1132 kVA 50 Hz
928 kW - 1020 kW 60 Hz



Description

The Cummins Power Generation commercial generator sets offer reliable power generation systems providing optimum performance, reliability, and meeting the demanding standby, prime power and continuous duty applications.

Features

Cummins® heavy-duty engine - Rugged 4-cycle turbocharged diesel delivers reliable power, low emissions and fast response to load changes.

Permanent magnet generator (PMG) - Provides excellent motor starting and short circuit capability.

Alternator - Sealed stamped steel rotor offers excellent motor starting capability with two bearings and 2/3 pitch windings for low radio interference with renewable field fault clearing short-circuit capability and Class H insulation.

Cooling system - [illegible] radiator cooling system designed for [illegible] ambient temperatures [illegible] usage requirements of [illegible].

Control system - [illegible] Cummins electronic control [illegible] intelligent battery charging [illegible] frequency and voltage regulation [illegible] lube pressure [illegible] automatic protection [illegible] and [illegible].

Enclosures - [illegible] heavy-duty [illegible] sound attenuated [illegible] steel [illegible].

Warranty and service - [illegible] comprehensive [illegible] distributor network.

	Standby rating		Prime rating		Dimensions	
	50 Hz	60 Hz	50 Hz	60 Hz		
Model	kVA (kW)	kVA (kW)	kVA (kW)	kVA (kW)	L x W x H	Weight
900 DFXD	[illegible]		[illegible]		[illegible]	
1020 DFXD		[illegible]		[illegible]		[illegible]

Generator set specifications

Governor regulation class	ISO 8528-5 G2
Voltage regulation, no-load to full load	± 2 %
Random voltage variation	± 0.5 %
Frequency regulation	isochronous
Random frequency variation	± 0.25%
EMC compatibility	IEC 61000-6-2, EN 61000-6-2

Engine specifications

Design	4-cycle, [illegible]
Cycle	[illegible] in
Stroke	[illegible] in
Displacement	[illegible] in³
Cylinder block	[illegible]
Cylinder head	[illegible]
Auto charging alternator	35 amps
Starter motor	[illegible]
Fuel system	Direct injection
Governor	[illegible]
Air cleaner type	Dry replaceable element
Lube oil filter type	[illegible]
Thermostat cooling system	[illegible]

Alternator specifications

Design	[illegible]
Class	[illegible]
Poles	[illegible]
Insulation system	[illegible]
Standard temperature rise	[illegible]
Exciter type	[illegible]
Phase rotation	[illegible]
Alternator cooling	[illegible]
AC waveform total harmonic distortion (THD)	[illegible]
Telephone interference factor (TIF)	[illegible]
Telephone harmonic factor (THF)	[illegible]

Available voltages

50 Hz line – neutral / line – line		60 Hz line – neutral / line – line		
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

Generator set options

Biodiesel
[illegible]

Cooling
[illegible]

Enclosure
[illegible]

Monitoring
[illegible]

Control panel
[illegible]

Warranty
[illegible]

Silencer
[illegible]

[illegible]

Control system

PowerCommand® 3.3 – The PowerCommand control system is an integrated microprocessor-based generator set control system providing voltage regulation, engine protection, alternator protection, operator interface and isochronous governing.

AmpSentry – Includes integral AmpSentry protection which provides a full range of alternator protection functions that are matched to the alternator provided.

Power management – Control functions provide battery monitoring and testing features and enhance starting control system.

Advanced control methodology – Three phase sensing full wave rectified voltage regulation with a PWM output for stable operation with all load types.

Communications interface – Control comes standard with RS232 port and Modbus interface.

Regulation compliant – Product meets UL, CSA and CE compliant.

Service – InPower – PC-based service tool available for detailed diagnostics, service data logging and fault simulation.

Reliable design – The control system is designed for reliable operation in harsh environment.

Multi-language support

Operator panel features

Operator panel features – The operator panel is adjacent to the alternator, displays the following data:

Operator/display functions

- 128 x 240 pixels monochrome LED backlight LCD
- Eight manual start, stop, fault reset and four indicating lamp switches
- Alpha-numeric display with pushbuttons
- LED lamps indicating generator running, remote start, not in auto, common shutdown, common warning, manual run mode, auto mode and time
- Overlapping control functions
  - Digital frequency synchronization and voltage matching
  - Isochronous kW and kVar load sharing control
  - Dead bus and load control
  - Synchroscope
  - Extended paralleling (Peak Shave/Base Load)
  - Digital power transfer control (kW provides load transfer control on open transition and soft unloading transfer mode)

Alternator data

- Line-to-neutral and line-to-line voltages
- 3-phase AC current
  - Frequency
  - kW, kVar, power factor (individual phase and total)

Engine data

- DC voltage
- Engine speed
- Lube oil pressure and temperature
- Coolant temperature
- Compliant with PGS data (when applicable)

Other data

- Genset model data
- Start attempts, starts, running hours, kW hours
- Load profile (overlapping hours at 10 load increments)
- Fault history
- Data logging and fault simulation (frequency, etc.)

Standard control functions

Digital governing (optional)

- Integrated digital electronic isochronous control
- Temperature dynamic governing

Digital voltage regulation

- Integrated digital electronic control system
- 3-phase, full wave rectified sensing
- Configurable to customer requirements

AmpSentry AC protection

- AmpSentry protection (3 phase)
  - Over current and short circuit protection
- Over current warning
- Single and three phase fault regulation
- Over and under voltage shutdown
- Over and under frequency shutdown
- Overload warning with alarm contact
- Reverse power and reverse var shutdown
- Field overload

Engine protection

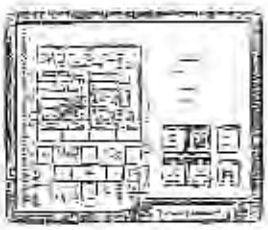
- Battery voltage monitoring, protection and warning
  - Over speed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning and shutdown
- Low coolant temperature warning
- Fail to start (over crank) shutdown
- Fail to stop shutdown
- Common warning
- Sensor failure indication
  - Low battery voltage warning and shutdown
- Fuel interlock based on engine shutdown
- Full automatic diagnostic engine protection

Control functions

- Time delay start and cool down
- Real time clock for time and date stamping
- Exercise clock (automatic start/stop)
- Data logging
- Cycle cranking
- Load shed
- Configurable inputs and outputs
- Remote emergency stop

Options

- Consult factory for options



PowerCommand® control and operator display panel

Emergency standby power (ESP)

Applicable for supplying power to variable electrical load for the duration of power interruption or up to 200 hours. Emergency Standby Power (ESP) rated in accordance with ISO 8528. Fuel Stop power in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Limited-time running power (LTP)

Applicable for supplying power to a constant electrical load for limited hours. Limited Time Running Power (LTP) is in accordance with ISO 8528.

Prime power (PRP)

Applicable for supplying power to varying electrical load for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Base load (continuous) power (COP)

Applicable for supplying power continuously to constant electrical load for unlimited hours. Continuous Power (COP) in accordance with ISO 8528, ISO 3046, AS 2789, DIN 6271 and BS 5514.

[illegible] Models

[illegible] respective model data [illegible] number

[illegible] for installation design

Model	Dim "A" mm	Dim "B" mm	Dim "C" mm	Set Weight dry kg	Set Weight wet kg
506 DFJD	[illegible]	[illegible]	2295	750	8340
1250 DFJD	[illegible]	[illegible]	[illegible]	[illegible]	8610

Note: Weights represent a set with lubricating oil, coolant, [illegible]

Codes and standards

[illegible]	This generator set is designed to [illegible]	CE	[illegible]
2000/14/EC	All [illegible]	ISO 8528	[illegible]

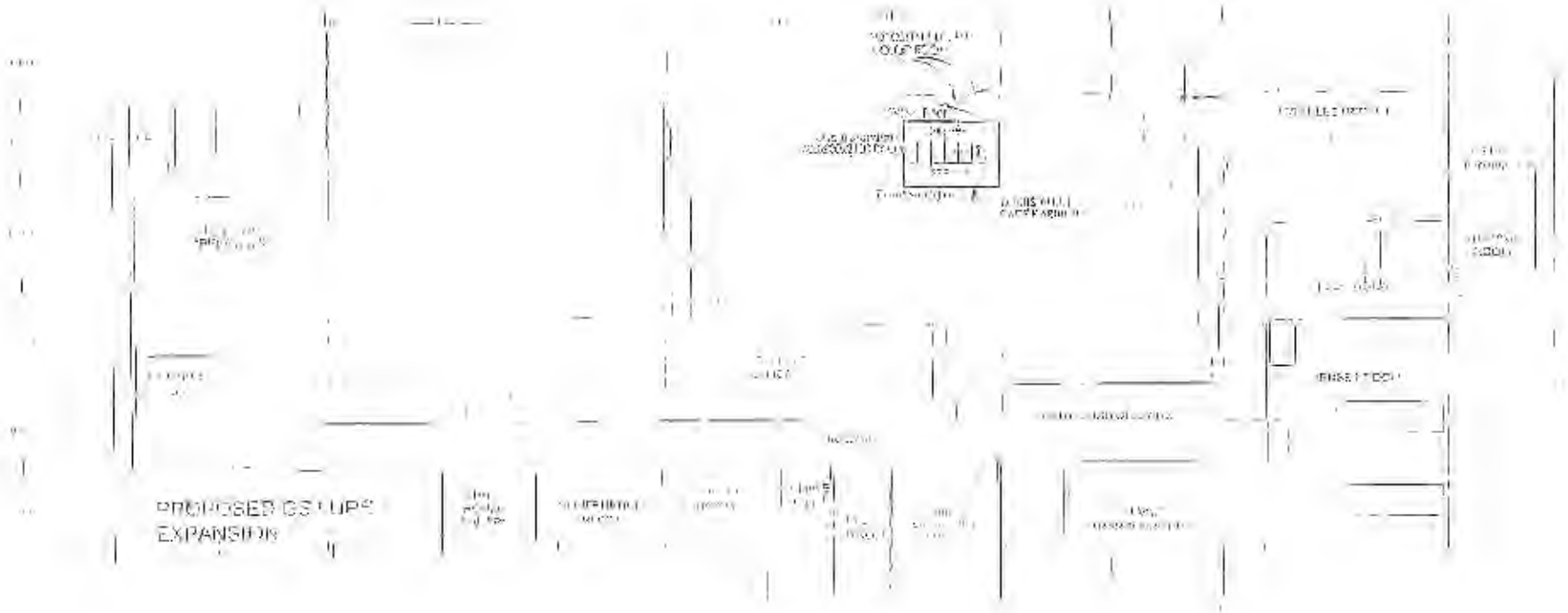
Cummins Power Generation

Corporate, CIS, Middle East and Africa
[illegible]
Telephone: (+44 2380 [illegible])
[illegible]

Americas
[illegible]
Telephone: [illegible]
[illegible]

Asia Pacific
[illegible]
[illegible]
[illegible]

ANNEX D1

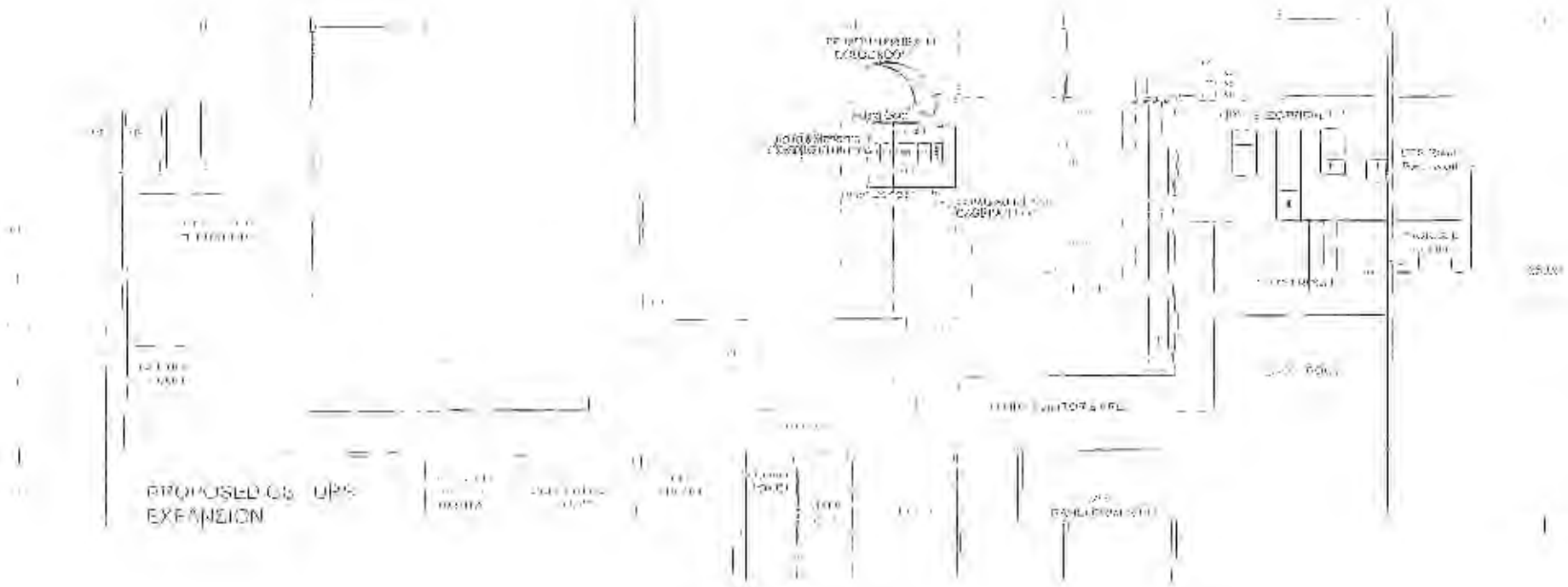


FLOOR LAYOUT

ComClark
network and technology.com

GENERATOR AND DAY TANK
FLOOR LAYOUT

ANNEX D2

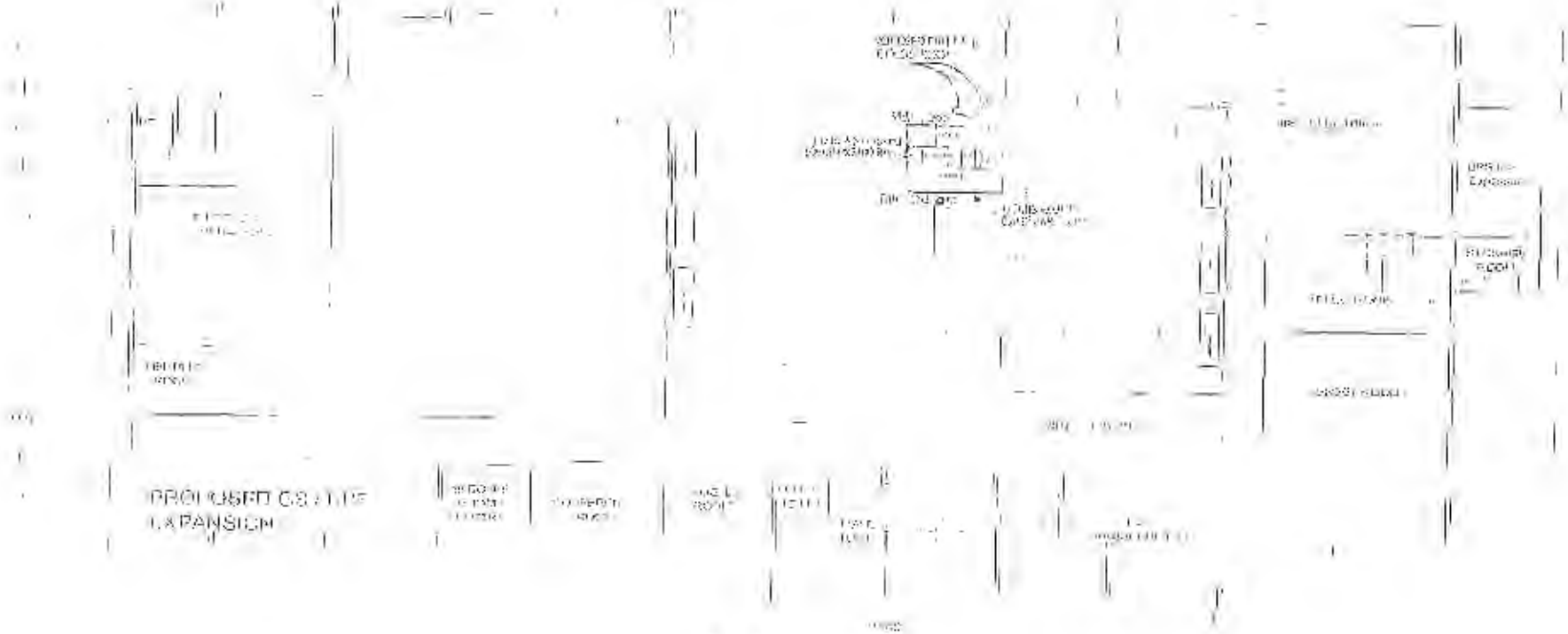


FLOOR LAYOUT

ComClark

UPS, ITEL DIESEL AND BATTERY BANK
FLOOR LAYOUT

ANNEX D3



FLOOR LAYOUT

ComClark
network and technology corp

EXPANSION AIR CONDITIONING UNIT
FLOOR LAYOUT

Alarm Systems

Site Acceptance and Warranty Certificate

This is to certify that ALARM SYSTEMS CORPORATION has fully completed the supply and installation of the

Fire Detection & Suppression System
At
ConnClark Data Center, Pampanga
(ConnClark Network & Technology Corp.)

The system has been tested and certified operational by the client in accordance with the agreed scope of work. Furthermore, any balance of payment based on the conditions indicated on the P.O. / Letter of Award indicated below is now due for payment to Alarm Systems Corporation.

A twelve (12) months warranty against workmanship commences on the commissioning date indicated below.

Project Information: [illegible]
Commissioning Date: November 28, 2011

Alarm Systems Corporation

B.L. Sitoy

Signature over Printed Name

ConnClark Network & Tech Corp

Signature over Printed Name

ANNEX D4

Kidde Fire Protection

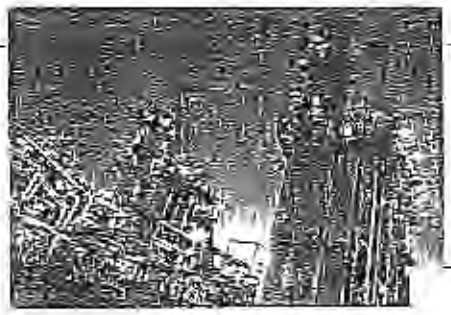
ANNEX D5

FM-200

Fire Extinguishing Agent

Kidde Fire Protection

FM-200 Fire Extinguishing Agent

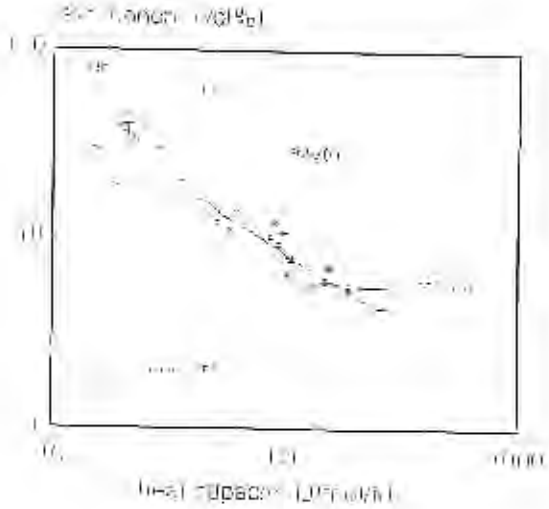


Kidde Fire Protection

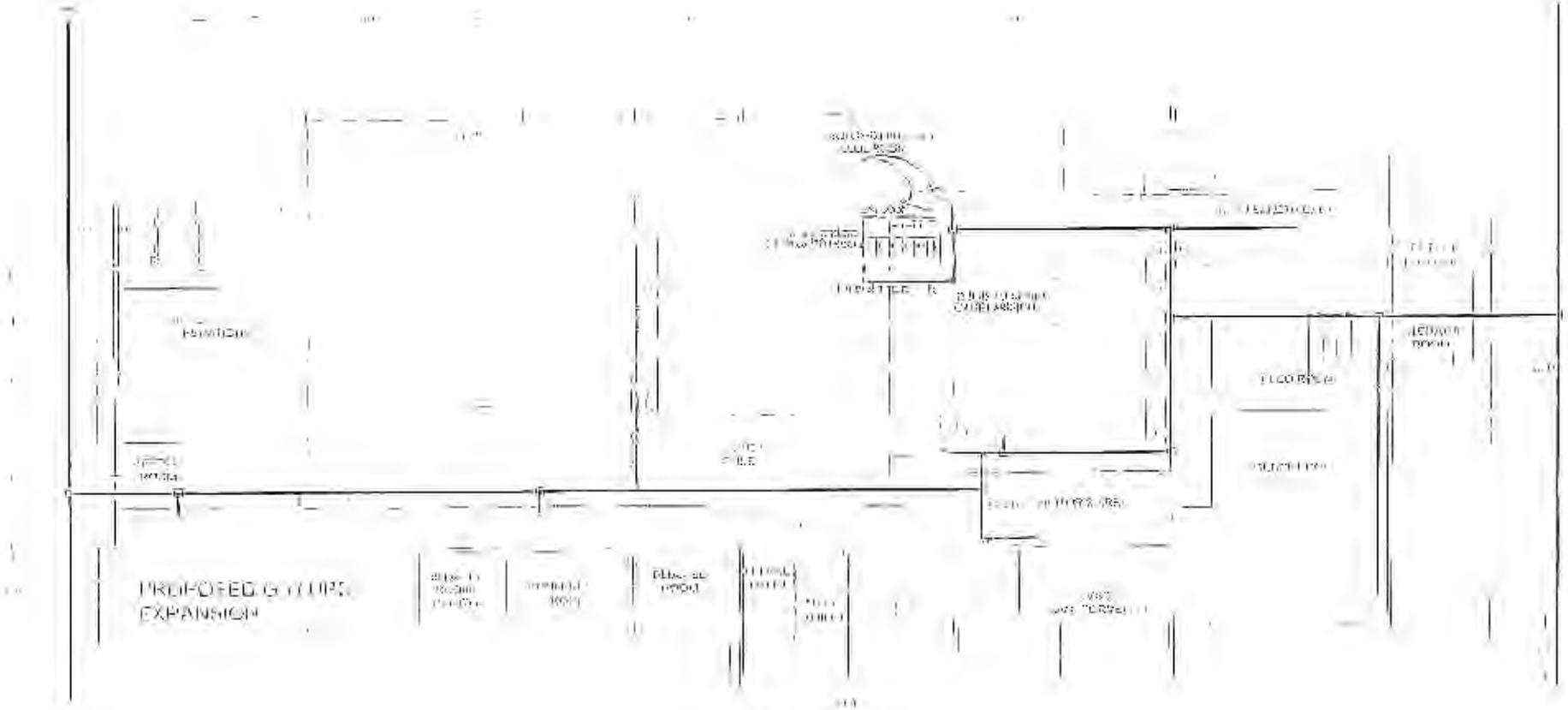
FM-200

Fire Extinguishing Agent

Figure 1: Extinguishing concentration vs heat capacity



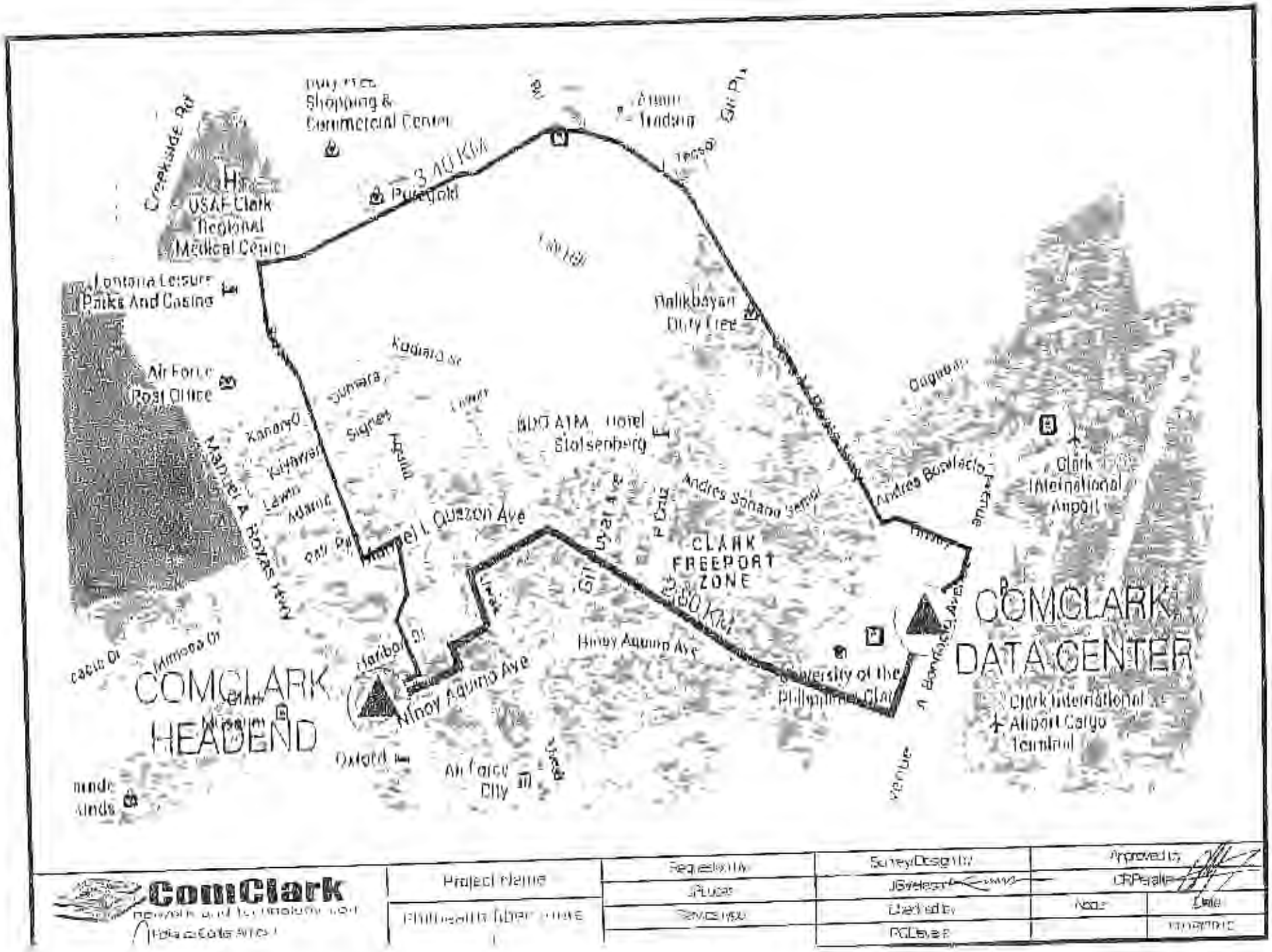
ANNEX D6



FLOOR LAYOUT

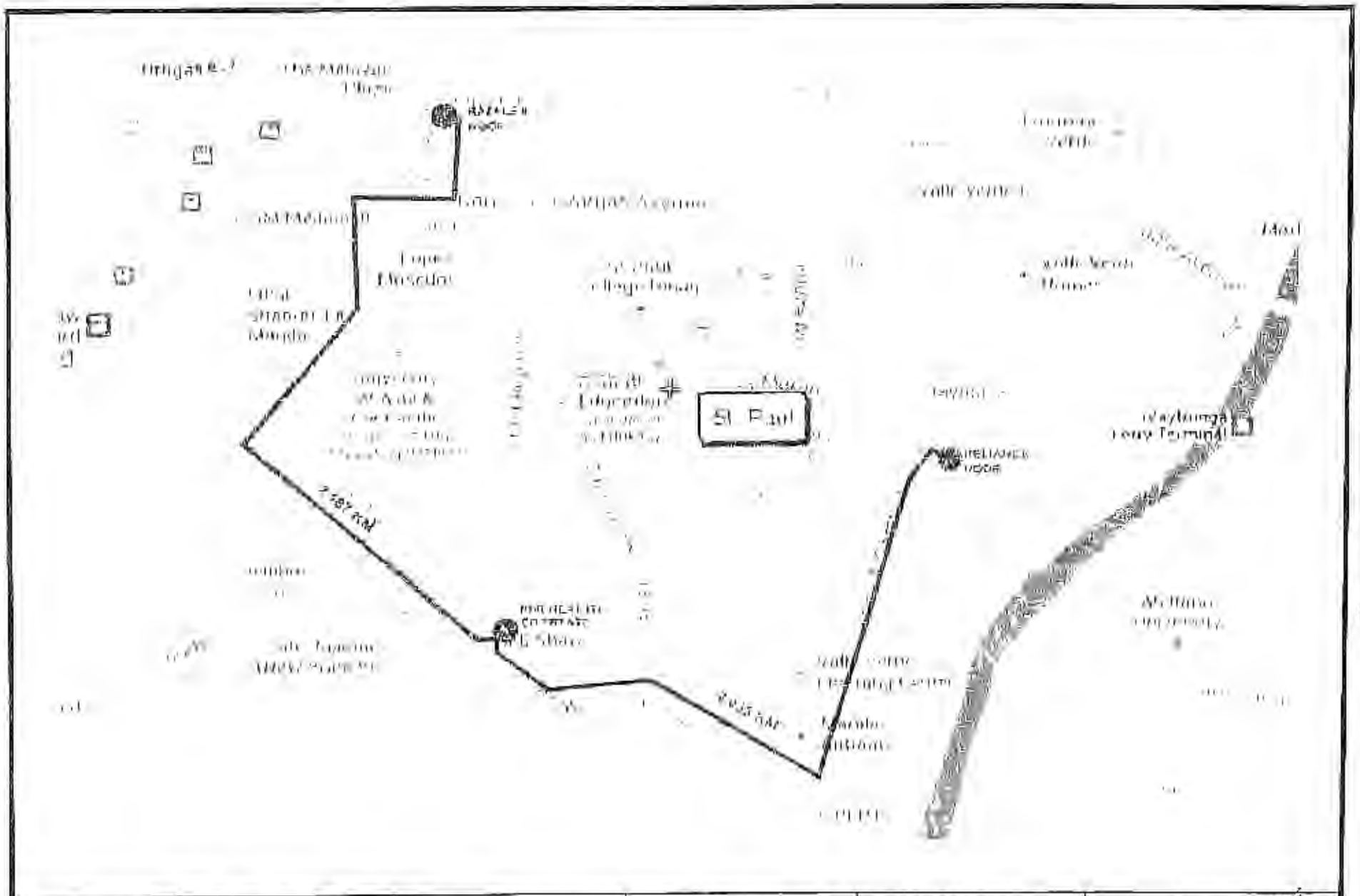
ComClark
network and technology corp.

LCT LAYOUT
COMCLARK DATA CENTER - PAMPANGA



ComClark	Project Name	Requested by	Survey/Designed by	Approved by	
		JPuzon	JSvelasco	CRPeralta	
	Philippine Fiber Cable	Service	Drafted by	Node	Date
			RGDavid		10/08/2012

ANNEX E



ComClark network and technologies corp.	Project Name	Requested by	Survey/Design by	Approved by
	Rhinoceros River Route	JFLuce	JCVelasco	CRPerella
		Screenings	Checked by	Date
			RCDevera	7/19/2012

ANNEX E1

edge-core

Powered by Accton

ANNEX E2

ES3528M

L2/4 Fast Ethernet Standalone Switch

Product Overview

[illegible]

Key Features and Benefits

Performance and Scalability

[illegible]

Continuous Availability

[illegible]

Enhanced Security

[illegible]

Simple Management

[illegible]

Comprehensive QoS

[illegible]

CS3520M Product Specifications

Features

Physical Ports

Performance

I/O Features

Management

Security Features

Power Management

Ordering Information

Product Dimensions

ES-523M Product Specifications

Features

IEEE Standards

[illegible]

Mechanical

[illegible]

Safety

[illegible]

Electromagnetic Compatibility

[illegible]

Environmental Specifications

[illegible]

Warranty

[illegible]

Ordering Information

Optional Accessories

[illegible]

[illegible]

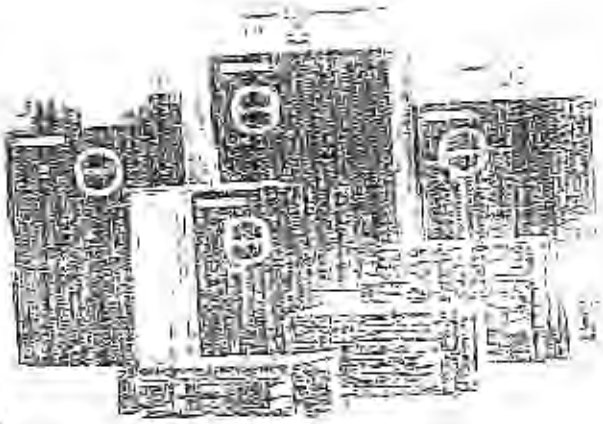
ANNEX E3

Optical Networks Division

XDM®
At the Core of Multiservice Provisioning

High-density, data-aware, optical networking for the metro-regional core and cellular networks

- Unified management and control of [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]



SDM – GROUNDBREAKING TECHNOLOGICAL DESIGN

[illegible]

THE METROPOLITAN BROADBAND NETWORK

[illegible]

BUILD-AS-YOU GROW SCALABILITY

[illegible]

FLEXIBLE TOPOLOGIES AND RAPID ON-DEMAND SERVICE PROVISIONING

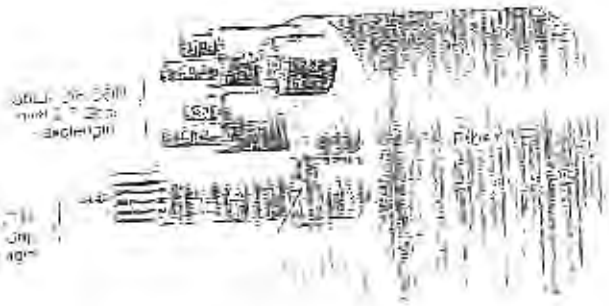
[illegible]

MIGRATION PATHS TO THE FUTURE

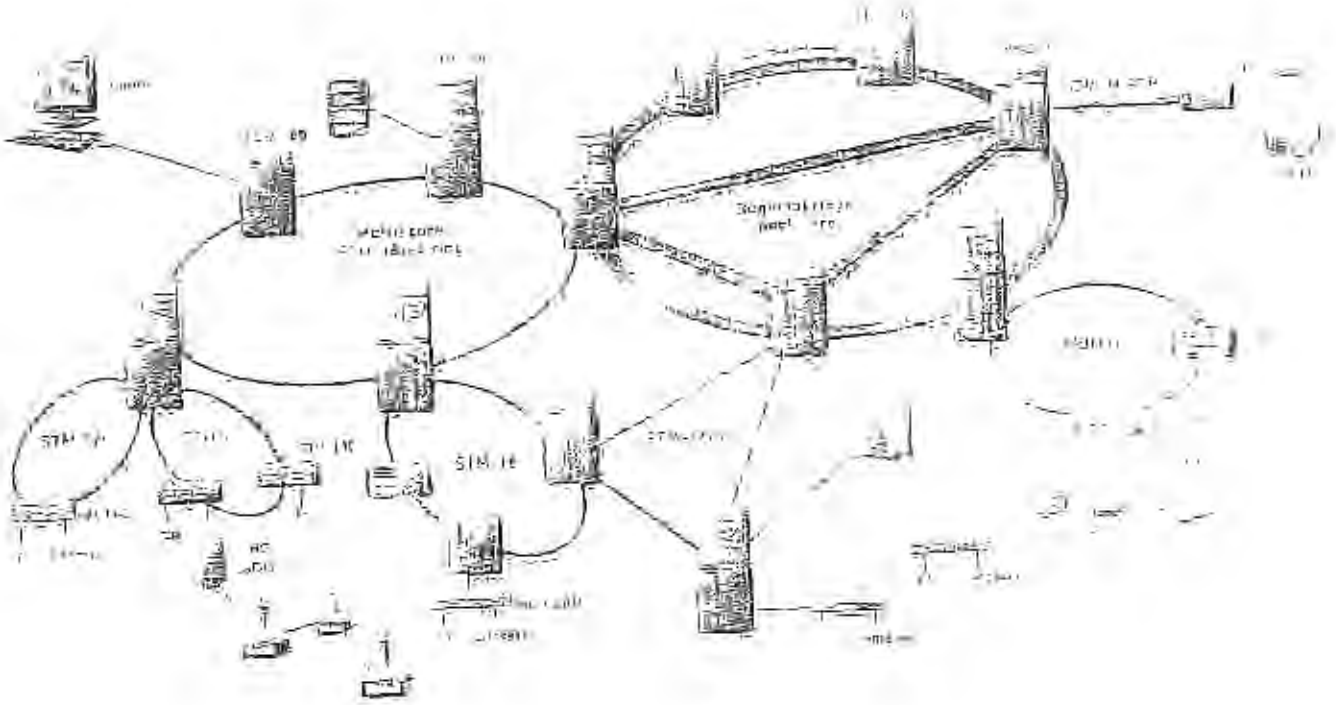
[illegible]

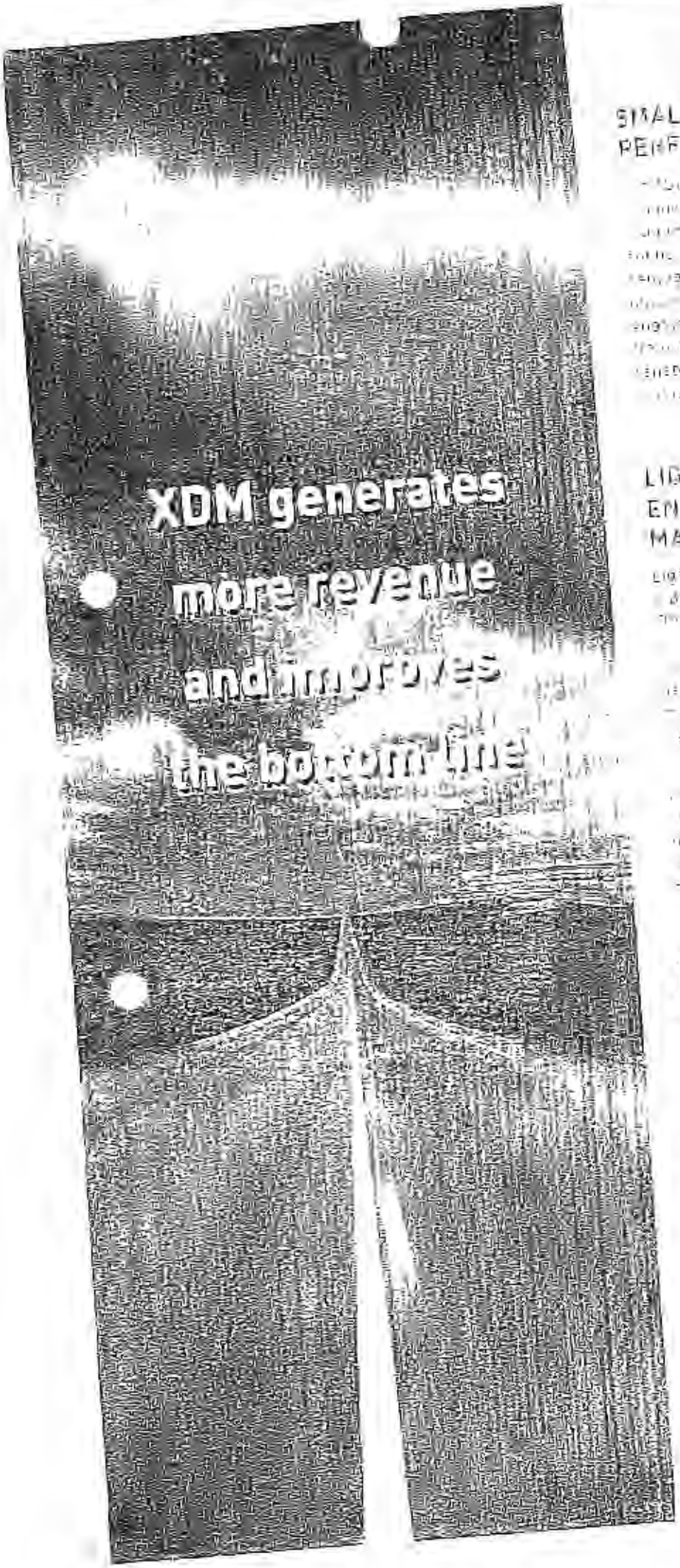
[illegible] WDM [illegible] and beyond [illegible]

[illegible]



[illegible]





SMALL FOOTPRINT, OUTSTANDING PERFORMANCE

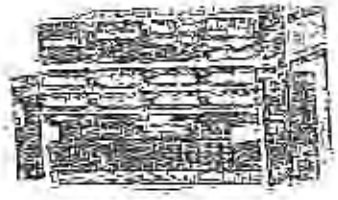
LIGHTSOFT — INTELLIGENT END-TO-END NETWORK MANAGEMENT

XDM GENERATES MORE REVENUE AND LOWERS COSTS

XDM PRODUCTS

XDM-99 – The Original MSRP Up-and-Coming Network

XDM-200 - Compact LCWorld Planner



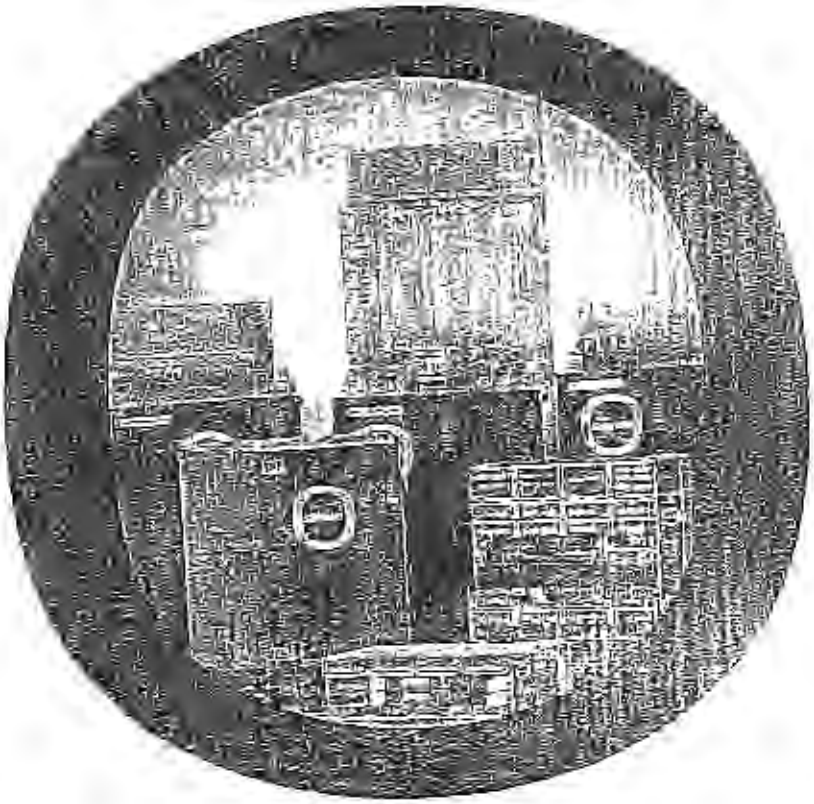
CDM-400 - Aggregator for Metro-Ethernet Exchange Applications

- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]

- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]

SDM-1000 - MSPP for High Capacity Central Exchange Applications

- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]



TECHNICAL SPECIFICATIONS

Interfaces and Protection	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Topologies	Mesh, [illegible] point-to-point
CWDM Specifications	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
DWDM Specifications	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
DWDM Input Signals	
[illegible]	[illegible]
Other Specifications	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

www.ecitele.com

[illegible]

ANNEX E4

Allied Telesis

Switches

AT-8000S/24

Low Cost Stackable Fast Ethernet Switch

AT-8000S/24

Key Features

AT-80005/24

[illegible]

AT-80005/24

Connecting the

ANNEX E5

B3-30E/S

[illegible]

[illegible]

[illegible]

- [illegible]

[illegible]

- [illegible]

[illegible]

- [illegible]

[illegible]

eci

smart and sturdy - the BG-30

In today's access networks, Wireless Radio Access Networks (RANs) or enterprises [illegible] bandwidth capacity for traffic arriving from premises sites is a must. Such networks may comprise SDH optical rings, [illegible] point-to-point PDH connections [illegible]. Whatever the case may be, operators are expected to provide advanced data and broadband [illegible] over [illegible] infrastructure. The BG-30 [illegible] much more for a lot less than you imagine. [illegible] evolving networking requirements [illegible] cost-effective networks.

As new technologies and equipment evolve and [illegible] growing traffic [illegible] by reducing power consumption [illegible] base, while increasing resilience and the quality of service [illegible] Multiservice Provisioning Platforms (MSPPs) are thus [illegible] most feasible and cost-effective solution for metro access networks.

ECI Telecom's BG-30 [illegible] voice and data services over SDH and [illegible] dependable solution for the focused [illegible] highly cost-sensitive [illegible] micro-access and [illegible] markets.

Because MSPPs [illegible] SDH [illegible] data services to their networks.

[illegible] compatible with [illegible] SDH products [illegible] Ethernet, SDH, PDH and [illegible] services [illegible] revenue-generating opportunities. The system offers [illegible]

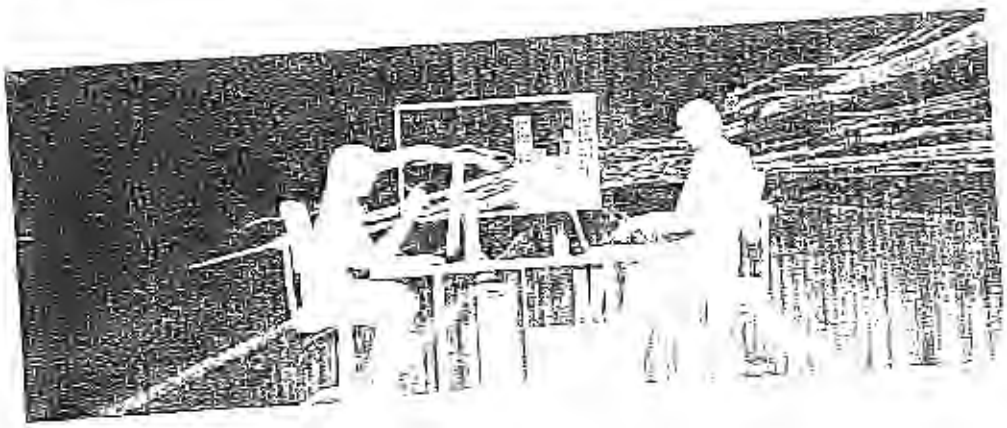
- [illegible] data services as well as traditional [illegible] voice quality service
- Full set of TDM services and [illegible]
- [illegible] gradual capacity expansion [illegible] as well
- [illegible] ADM and cross-connect functionality [illegible] topologies, including ring, mesh [illegible]
- Redundancy for common functions such as power supplies [illegible] increasing resiliency and quality of service
- Suitable for CO and CPE environments, supporting AC and DC power supplies
- Suitable for indoor and outdoor enclosures and for harsh environments [illegible] operating temperature range

PROMOTING POTENTIAL

[illegible]

WHILE PRESERVING PROFITS

[illegible]

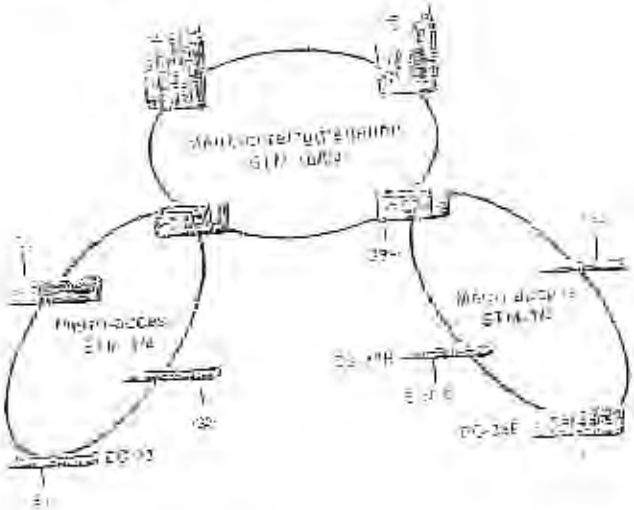


YOU MUST TAKE THE METRO

[illegible]

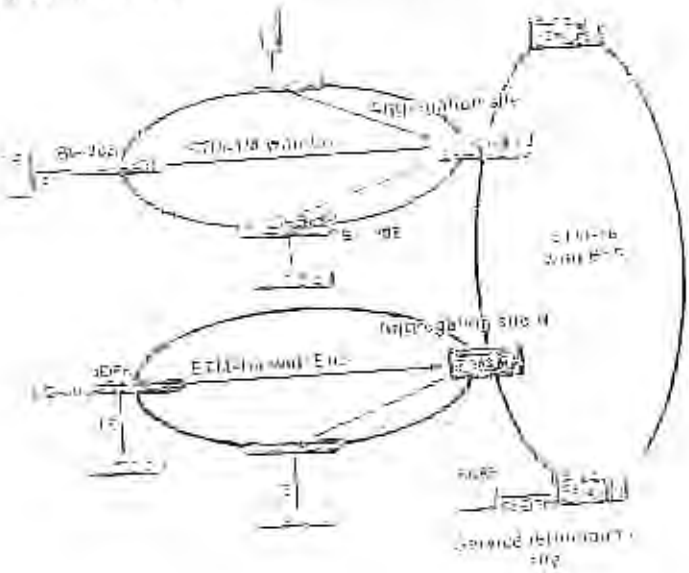
[illegible]

[illegible]



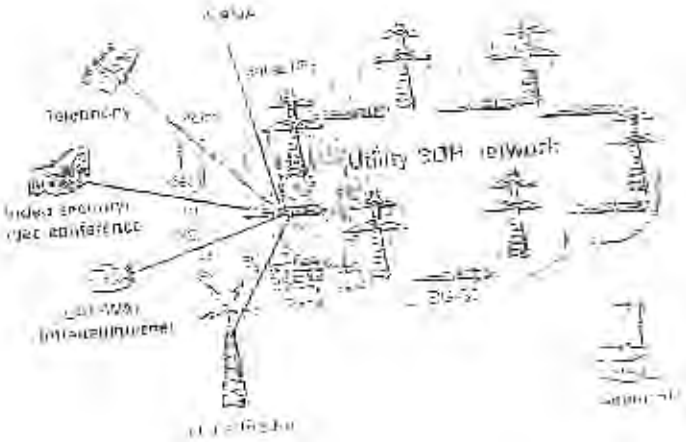
ARE YOU BEING SERVED

[illegible]



MAKING CONNECTIONS

[illegible]



LIGHT AMP FIBER!

[illegible]

TECHNICAL SPECIFICATIONS

[illegible]

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

[illegible]

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

[illegible]

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

ANNEX I

ComClark
network and technology corp.

INTERNATIONAL PEERING CERTIFICATION

This is to Certify that COMCLARK Network and Technology Corporation has its [illegible] INTERNATIONAL POP (Point of Presence) located in Hongkong Long Tuyen and Mega II and One Wilshire Los Angeles California, USA where we terminated our Peering to our International Provider. Moreover, the said POP's has redundancy and resilience in terms of submarine cables that we pass through going to the international network (AAG and TGN-IA).

From our HK and USA POP's, we peered with different International Carriers listed below where we prioritize destination routes to give our customer the best and optimal path to any destination network.

1. Verizon
2. PCCW
3. AT&T
4. HGC
5. Telstra

HGC PCCW PACNET

Verizon

This certification is being issued for bidding purposes

Alexis C. Bernardino
Chief Technology Strategist
Technology Management Center
01/15/10

ANNEX F1

ComClark
network and technology corp

LOCAL PEERING CERTIFICATION

Com | iX
COMCLARK INTERNET EXCHANGE

This is to certify that COMCLARK Network and Technology Corporation is the owner of CIX (ComClark Internet Exchange) which the main objective is to connect different Telco's ISP's, etc. and take advantage of exchanging traffic locally between participating parties thus saving internatio bandwidth and improving customer experience in this next wave of IP Networking era.

Listed are the list of the group members connected to CIX:

1. Globe
2. Bayantel
3. IP Converge
4. Asia Pacquet
5. PhilOnline
6. Tri Isys
7. Textron
8. Mozcom Inc.

Globe

bayan

DIGITAL ASTI

PHILONLINE

TRI-ISYS

TEXTRON

mozcom

This certificate is being issued for binding purposes.

Alexis C. Bernardino
Chief Technology Strategist
Technology Management Center

11/13/11

CERTIFICATION

This is to certify that **Comclark Network & Technology Corporation** will maintain and manage the Data Center and the Cable facility for the proposed co-location site to the **Philippine Health Insurance Corporation**

Attached herewith is the ISO Certification 27001 of **Comclark Network & Technology Corporation**

This certification is being issued for binding purposes.

Bobby C. Llanayos
Head, Data Center Operations

QAS International

REGISTRATION CERTIFICATE

This document certifies that the administration systems of

ComClark Network and Technology Corp

Reliance Center, #89 E. Rodriguez Jr Avenue, Sta Ugong, Pasig City 1604, Philippines
ComClark Datacenter Building, Clark Freeport Zone, Pampanga, Philippines

have been assessed and approved by QAS International to the following management systems standards and guidelines.

ISO 27001: 2005

The approved administration systems apply to the following:

Products and services in networking infrastructure design, implementation and maintenance, including the integration of multi-platform internet-based computing environments and value-added and technology driven broadband services and solutions.

In accordance with the latest issue of the Organisation's Statement of Applicability

Original Approval	24th June 2011
Current Certificate	24th June 2014
Certificate Expiry	24th June 2014
Certificate Number	PHIT1005

Signed, Certification Officer

On behalf of QAS International

This certificate remains the property of QAS International and must be returned on request. Use of QAS International's registered trademark is governed by the QAS International Terms and Conditions. For Terms and Conditions, please contact QAS International, 1 Fitzroy Square, London, W1T 5HF, United Kingdom.

CERTIFIED TRUE COPY

ANNEX G

ComClark

ESCALATION PROCEDURE – METRO MANILA

	Contact person	Contact no.	Email address
LEVEL 1 – [illegible] hours [illegible] [illegible] 24/7 Customer Service Unit	[illegible]	Landline No. – 63 2 5570970 [illegible] Globe Mobile No. – 0917 [illegible] Smart Mobile No. – 0908 85[illegible] Sun Mobile No. – 0922 [illegible]	[illegible]

Customer to provide the following:

- Company Name
- Circuit ID
- Contact Person / Contact Nos.
- For Internet – provide site address
- For Leased Line – provide address for site A and B
- [illegible]

LEVEL 2 – One (1) hour after reporting to Customer Service Representative			
Customer Service Unit Head	[illegible]	63 2 [illegible] 0920-[illegible] / 0905-[illegible]	[illegible]
Head [illegible] Operations Support	[illegible]	[illegible] local 076 0917-[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	

LEVEL 3 – Three (3) hours after reporting to Customer Service Representative			
[illegible] Head – [illegible] Management Center	[illegible]	63 2 [illegible]	[illegible]

ESCALATION PROCEDURE – PROVINCIAL AREA

Level 1 – Client reports trouble	Contact person	Contact no	Email address
ComClark 24/7 Customer Service Line	Call no out	Home No. [illegible] Smart Mobile No. – 0911 [illegible] Globe Mobile No. – [illegible] Sun Mobile No. – 0942 [illegible]	[illegible]

Information required:

1. Subscriber Name
2. Main Circuit Id / Ticket ID
3. Contact Person / Contact No.
4. For Home – provide the address
5. For Internet – provide Statpings for Site A and B
6. Brief description of the problem

LEVEL 2 – Level (1) Hour after reporting to Customer Service Representative			
Customer Service Manager	Carol Vea	63 2 [illegible] local [illegible] 0916-[illegible]	[illegible]
Head-Network Operations Support	Angel Bonita	63 2 [illegible] local [illegible] 917-[illegible]	[illegible]
Vice Pres – TECHNICAL Support	Jerry Gonzalo	63 2 [illegible] local 4088 Mobile [illegible]	[illegible]

LEVEL 3 – Third (3) Hours after reporting to Customer Service Representative			
Senior Head – Technical Management Group	Alvin Bernardino	63 2 [illegible] to 64 local [illegible] 917-[illegible]	[illegible]

ANNEX 5.0

ARMANDO ESPIRITU FLORES JR.
[illegible] Adelina 3 Sta. Teresa
Siñan, Laguna
Mobile No. 0915-815-[illegible]
armandoflores1268@yahoo.com

Job Objective

To be affiliated to a company that will require a resourceful worker that is able to enhance and develop skills to the job.

Relevant Work Experience

CONVERGE ICT Solutions Inc *subsidiary of ComClark Network and Technology*
NOC Network Engineer *June 2011 – March 2012 / August 2012 – Present*

- Responsible for the configuration of routers (Juniper [illegible]) [illegible]
  and Switches (Alcatel Telesis [illegible]) [illegible]
  Equipment 3526 and 3510).
- Responsible for monitoring, maintaining and repair network [illegible] (routers and Internet related problem [illegible]).
- Escalating to network alarms and ensures network alarms and faults are [illegible] and properly.
- Manage and troubleshoot remotely on inherent network equipment [illegible] Telesis and Edge Core.
- Provide technical support 24x7.
- Monitoring of Layer 2 and Layer 3 backbone via [illegible] (Juniper) [illegible] received Layer 2 and Layer 3 [illegible] related [illegible] [illegible] indoor activity to restore service.
- Perform fiber link testing using [illegible] and [illegible].
- Responsible on managing provisioning and remote [illegible] Network (PTN).
- Provide level 2 support to customer.
- Creating network diagram using Microsoft Visio.
- Develop and maintain documentation related to the [illegible] and maintenance of network infrastructure.
- Coordinate with local provider like PLDT, GLOBE and BTI to escalate to the solution and troubleshooting of leased line circuit.
- Able to participate and coordinate with international carrier (NTT, [illegible] TELSTRA and VERIZON) for verification and troubleshooting [illegible] of Condium service type.

Paysente International Incorporated
NOC Associate *February 4, 2010 – May 31, 2011*

- Monitoring of all the applications and company [illegible].
- Troubleshooting of all errors and abnormalities that occur [illegible].
- Diagnose systems/network/database related problems.
- Provide technical support to programmers and other users.
- Monitor systems health.
- Clearing End-of-Day failure.
- Escalating issue to the proper group or department.
- Provide 6-Sigma support at the [illegible].
- To provide technical support 24x7x365 days per [illegible].

Skill:

Experienced on installing, maintaining and troubleshooting Cisco routers (2500, 2600, 2800 and 1841), Bridges(ES3510, ES3528-WLM, ES4626) and Allied Telesyn (AT 8000L, AT 8600, AT 8524, 9812, AT-iMG1550, AT 9924T);

Perform link testing (fiber and Ethernet media) using DSU tester (HST 3100 and Smartclass)

Familiar in network monitoring tools (Solarwinds, OMNI and Cacti)

Knowledgeable in configuration and concepts of WAN technologies (HDLC, Frame-relay, ATM, PPP, ISDN, Dial-up, Frame Relay, Leased Line, VPN, Tunneling)

Knowledgeable in LAN Switching (Vlan, LAN Segmentation, Trunking, Port Security, Port Mirroring, Port Bonding)

Configure and verify different routing protocols (EIGRP, RIP, OSPF and BGP)

Designing and implementing a classless IP addressing scheme for a given network

Familiar with LINUX environment

Basic PC troubleshooting and maintenance

Excellent team player

Can work under pressure

Personal Background

Born on June 7, 1983 in Laguna, Philippines. Can speak English and Filipino languages. Have basic to intermediate Office Programs (Internet Explorer, PowerPoint, Word, Excel, Home Plans, and Outlook), Windows operating systems and familiar with LINUX environment. Is dependable, hard-working, and can work under pressure. Able to work in a fast-paced and multicultural environment. Able to work under minimal instruction and supervision.

Educational Background

October 2009	**ADAMSON UNIVERSITY** *Bachelor of Science in Computer Engineering*

Certifications

January 2012	**Cisco Certified Network Professional (CCNP)** *CiscoID: CSCO11944211* *Achieved on: [illegible]*
April 2011	**Cisco Certified Network Associate (CCNA)** *CiscoID: CSCO11944211* *Achieved on: [illegible]*

Trainings Attended

April 2010 - March 2011	**Mapua Institute of Technology** *CCNA Exploration I – Network Fundamentals* *CCNA Exploration II – Routing Protocols and Concepts* *CCNA Exploration III – LAN Switching and Wireless* *CCNA Exploration IV – Accessing WAN*
June 2009	**APEN Computer Services** *Hardware Troubleshooting & Lan Networking*
Jan 2009	**COMPUTER NETWORKING CAREER & TRAINING CENTER** *CCNA Routing & Routing Bandwidth*

References:

Engr. Erwin Hernandez
Manager, Area Lumpuan Service
Chairman, Philippine Institute of Computer Engineers (PIECE)
PIECE Beat-Inspector for Computer Engineering Program
Member, Task Force of Technical Panel PIECE TWG
Contact No. +639283[illegible]

Engr. Romel Esquivel
NOC Specialist
Converge ICT Solutions Inc.
Email: romel.esquivel@convergeict.com
Cellphone: [illegible]

Engr. Alberto Austria
Sr. Network Engineer
Converge ICT Solutions Inc.
Email: alberto.austria@convergeict.com
Contact No. [illegible]

CISCO

Cisco Certifications

Armando Flores, Jr.

HAS SUCCESSFULLY COMPLETED THE CISCO CERTIFICATION REQUIREMENTS AND IS RECOGNIZED AS A

Cisco Certified Network Associate Routing and Switching

CISCO CERTIFIED CCNA

CERTIFICATION DATE [illegible]

EXPIRATION DATE [illegible]

SERIAL [illegible]

CISCO

Cisco Certifications

Armando Flores, Jr.

HAS SUCCESSFULLY COMPLETED THE CISCO CERTIFICATION REQUIREMENTS AND IS RECOGNIZED AS

Cisco Certified Network Professional

CISCO CERTIFIED CCNP NETWORK

CERTIFICATION DATE January 11, 2011
VALID THROUGH January 11, 2016
CISCO ID [illegible]

ENGR.EDMIL I. VALENZUELA

[illegible]

[illegible] Cuenca [illegible]

Address

[illegible] Macapa Homes, Mandaue [illegible]

Profile

Objective: [illegible] Network Engineering [illegible]

Availability: [illegible]

Key Skills

[illegible] in Cisco Devices [illegible] in minimal supervision. Goals [illegible] and follows [illegible]

Employer [illegible] various network devices including

Cisco	Allied Telesis	Juniper
[illegible]	[illegible]	[illegible]
[illegible] 2Ia Series	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

MAIPH

[illegible]

Education

[illegible] to 2010 — Bachelor of Science in Electronics and Communications Engineering, [illegible] Technological University [illegible]

Professional Information

August 2011 — Cisco Communications Network Associate [illegible]

April 2011 — ECE Licensure Exam [illegible]

Work Profile

Period	Company Name	Position
[illegible]	[illegible] Network Engineer	[illegible]

Work Experience

SumiTerm Network and Technologies, Manila — Network Supervisor

Companies

- Planned and maintained Network Engineer [illegible]
- Project involved in assist to several internal accounts such as [illegible] Enterprise accounts, Corporate Main - [illegible] connected to Dial and SME accounts via [illegible] and [illegible] with a range of bandwidth.

Roles and Responsibilities

Role	Responsibilities
Network Engineer	- Install Routers and Switches in clients office - Configure routers and switches according to client network requirements - Create test data and perform necessary testing to ensure that the issue has been fixed - Discuss to clients the possible ways to solve the network problems - Solve misconnection [illegible] problems encountered while testing the network topology - Provide step by step [illegible] risk - Assist [illegible] regarding their network - Effectively communicate issues and updates [illegible] confidential - Same issues arise [illegible] - Complete the Service Activity [illegible] - Submit time report on time - Update Time Sheets on time - Suggest ways on how to improve [illegible] and the rest of the team members - Complete [illegible] - Comply with Security Policy - Comply with Code of Conduct

Certificate Attended

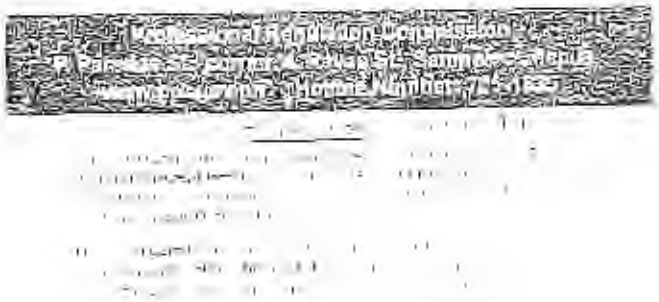
Sumitomo Fiber optic

Cisco LCMS

Basic MPLS and Frame-Connecting

Certificates

Finished [illegible] — Engineering and [illegible]



CISCO

Cisco Certifications

Edmil Valenzuela

HAS SUCCESSFULLY COMPLETED THE CISCO CERTIFICATION REQUIREMENTS AND IS RECOGNIZED AS

Cisco Certified Network Associate Routing and Switching

CISCO CERTIFIED CCNA ROUTING & SWITCHING

CERTIFICATION DATE August 23, 201
VALID THROUGH August 23, 201
CISCO ID NO CSCO12345995

John Chambers
Chairman and CEO
Cisco Systems, Inc.

Validate this certificate at www.cisco.com/go/verify
Certificate Verification Code: [illegible]

ESQUEJO, ROMEL S.

[illegible] San Felipe Central
Binalonan, Pangasinan
Mobile Numbers: +63917-998729
[illegible]
E-mail: rom_esquejo@yahoo.com

CAREER OBJECTIVE

To pursue a challenging position as a Network Engineer or Network Operation Center Engineer where I will continue practicing and expanding my networking skills, utilize my knowledge [illegible] goals and objectives of the organization.

SKILLS AND ABILITIES:

- Knowledge in operational support of LAN protocol and technologies including [illegible] (VTP, [illegible]).
  - Possess to Site Transmission Network (SDH/PDH Families) and hands on experience [illegible] configuration of E1 (High and Low Order Trail Creation, Trail Closing, Terminal [illegible] Equipment [illegible]).
  - Basic knowledge and hands on experience with [illegible] network implementation including [illegible] Service provisioning of Broadband Services.
  - Knowledge in Fiber Optic Technology, Fiber Optic Cable [illegible] (OTDR) [illegible] Stream Tester (OSMT) [illegible] Smartclass).
- Knowledge and experience with installation configuration and troubleshooting of [illegible] Cisco Routers (CISCO 1700 Series, CISCO 2600 [illegible] Series, CISCO 3600 Series, CISCO 3800 Series, MAP-2100 [illegible] ESR-6300 [illegible] ESR-6300 ESR-6300 [illegible] Micro Cell 1800 Series, [illegible] 1700 Series).
- Basic Knowledge and Hands-on experienced with Amazon (RH-1000) [illegible] Manager.

CERTIFICATIONS/ACHIEVEMENTS:

- MPNA (Major Network Network Assistant) [illegible]
  November 3, 2016
- CCNA (Cisco Certified Network Associate) [illegible]
  September [illegible]
- Cisco Office Certified Network Associate [illegible]
  September 2011

EDUCATION

Saint Louis University
Baguio City
Bachelor of Science in Electronics and Communication Engineering
March 2008
Binalonan Area National High School
Binalonan, Pangasinan
March 2002
San Felipe Central Elementary School
Binalonan, Pangasinan
March 2005

WORK EXPERIENCE.

Converge ICT Solution Inc
[illegible] Joong, Pasig City, Metro Manila
NOC specialist
(March 6, 2011 to Present)

Responsibilities:

- [illegible] monitoring and analysis of network alarms [illegible]
- [illegible] and maintain Company monitoring systems
- Responsible for logical provisioning and deactivation of Converge [illegible] Internet postures
- Responsible for troubleshooting network failures experienced by [illegible] backbone [illegible]
- Handles complaints received by customers from corporation and open tickets and [illegible] through resolution
- Engage Level 2 technical support to customers
- Responsible for generation of incident reports on over [illegible] customers [illegible]
- Perform trouble escalation to appropriate [illegible] such as Power failure to local [illegible]
- Perform required corrective and urgent maintenance
- Responsible on formulating action plan for [illegible] related outages
- Coordinate [illegible] 3rd Parties to perform [illegible] maintenance [illegible] restoration and circuit [illegible]
- Coordinate with equipment vendors when the situations [illegible]
- Work closely with site Engineers and other NOC to perform problem [illegible]

Converge ICT Solution Inc
[illegible] Joong, Pasig City, Metro Manila
Senior to Network Engineer
(March 11, 2009 to March 5, 2011)

Responsibilities:

- Responsible for providing technical support to [illegible]
- Responsible for [illegible] network [illegible]
- Provide periodic Fault Summary Report
- Maintain contact with the Network Restoration Team through [illegible] periodically
- Document and escalate reported troubles as received by procedure [illegible] time support software
- Provide knowledge base to internal and external customers on Metro Channel [illegible]
- Coordinate with Network Operation Center to perform troubleshooting on customers [illegible]
- Implement maintenance request for customers and responsible for [illegible]
- Responsible for generating [illegible] and [illegible] Preventive Maintenance [illegible] restoration and troubleshooting
- Handle the accountabilities of all Metro E Equipments before and after deployment [illegible]
- Responsible on the inventory [illegible] installed equipment [illegible] Metro E [illegible]
- Responsible on producing [illegible] testing of new equipments from different vendors before [illegible] Metro E [illegible]
- Responsible for Pre-configuration of Metro E equipments before [illegible] deployment

第一種

近畿通信培訓証書

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

近畿通信教育機構[illegible]

Cisco Certifications

Romel S. Esquejo

[illegible] COMPLETED THE Cisco CERTIFICATION REQUIREMENTS AND IS RECOGNIZED AS

Cisco Certified Network Associate Routing and Switching

CERTIFICATION DATE September [illegible] 2011
EXPIRATION DATE October [illegible] 2013
CISCO ID No. CSCO[illegible]

John T. Chambers
Chairman and CEO
Cisco Systems, Inc.

Cisco Certifications

Romel S. Esquejo

HAS SUCCESSFULLY COMPLETED THE CISCO CERTIFICATION REQUIREMENTS AND IS RECOGNIZED AS A

Cisco Certified Network Professional

CISCO CERTIFIED CCNP NETWORK

CERTIFICATION DATE: October 10, 2012
VERIFICATION DATE: October 10, 2014
CISCO ID #: CSCO12611261

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170 West Tasman Drive
San Jose, CA 95134-1706 USA
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Fax: +65 317 7799

Cisco Systems Japan K.K.
Ark Hills Sengokuyama Mori Tower
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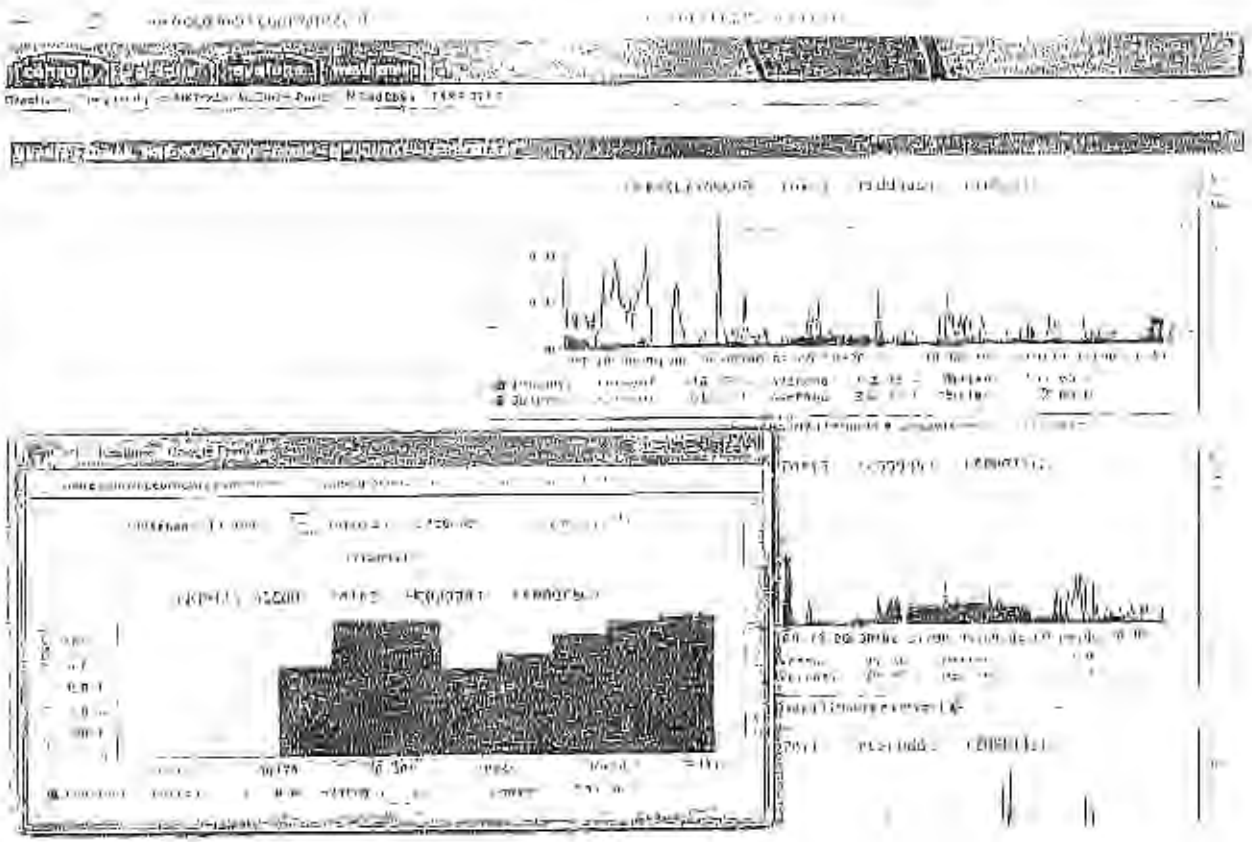
Minato-ku
Tokyo, 106-0032
Japan
Tel: +81 03 5718 2000
Fax: +81 03 5718 2001

Cisco Systems Canada Co.
Cisco Systems Inc.
Cisco Systems Inc.

ANNEX G1

COMCLARK UNIT 3 SAMPLE



ComClark	Project Name	Prepared by	Checked by	Approved by	
		Approved by	Jhoelan Peralta	Name Designation	
		Received by	Approved by	Date Rec'd	
		GPS Coordinate	Field Band	Time	Loc
			Name of Operator Head	NAME	

CERTIFICATION

This is to certify that the end-to-end fiber optic cable facility being used in the connection between COMCLARK's circuit and **Philhealth** is exclusively owned and/or operated by **COMCLARK Network and Technology Corporation**.

This certification is being issued for bidding purposes.

11/19/13

Alexis C. Bernardino
Chief Technology Strategist
Technology Management Center

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre Building, 709 Shaw Boulevard, Pasig City
Telephone 441-7444 www.philhealth.gov.ph

NOTICE OF AWARD

Date Issued: 11 FEB 2014

Ms. CECIL GARCIA
COMCLARK NETWORK AND TECHNOLOGY CORP
[illegible] Highway, Clark, Pampanga [illegible]
Telephone [illegible]-0869

Dear Ms. Garcia:

We are pleased to notify you that your bid proposal for the bidding on the procurement of *One (1) Lot IT Equipment Colocation Services for Online Applications for Two (2) Years* for the account of *Comclark Network and Technology Corp.* at the Contract Price equivalent to Ten Million Thirty Two Thousand Pesos (PhP10,032,000.00) is hereby accepted.

You are hereby required to provide within ten (10) calendar days the *performance security* in the form and amount specified 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:

ALBERT DERIK PANGILINAN
President and CEO

Conforme:

CECIL GARCIA
Comclark Network and Technology Corp
Date: [illegible]

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre Building, 709 Shaw Boulevard, Pasig City
Healthline 441-7444 www.philhealth.gov.ph

BIDS AND AWARDS COMMITTEE FOR INFORMATION TECHNOLOGY RESOURCES (BAC-ITR)
RESOLUTION NO. 02, S. 2014

RESOLUTION RECOMMENDING THE DECLARATION OF COMCLARK NETWORK AND TECHNOLOGY CORP. AS THE BIDDER WITH THE LOWEST CALCULATED AND RESPONSIVE BID (LCRB) AND THE AWARD THERETO OF THE CONTRACT ON THE BIDDING FOR THE PROCUREMENT OF ONE (1) LOT IT EQUIPMENT CO-LOCATION SERVICES AND ISP FOR ONLINE APPLICATIONS FOR TWO (2) YEARS

WHEREAS, pursuant to BAC-ITR resolution no. 17, s. 2013, the BAC-ITR recommended the post-disqualification of WIG Corp. Inc. for the Procurement of One (1) Lot IT Equipment Co-location Service for Online Applications for Two (2) years and directed the Technical Working Group (TWG) to proceed with the post-qualification of the bidder with the Second (2nd) Lowest Calculated Bid- Comclark Network and Technology Corp.

WHEREAS, the TWG conducted an evaluation on December 17 and 19, 2013 and presented its report in the BAC-ITR meeting held on January 8, 2014 and informed the Committee that the bid proposal of Comclark Network and Technology Corp. was found to be compliant with the eligibility, technical and financial requirements of PhilHealth;

WHEREAS, the BAC-ITR concurred with the recommendations of the TWG on declaring Comclark Network and Technology Corp. 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 on the bidding for the procurement of One (1) Lot IT Equipment Co-location Services for Online Applications for Two (2) years to **COMCLARK NETWORK AND TECHNOLOGY CORP.** which the proposal amounts to Ten Million Three Two Thousand Pesos(PhP10,032,000.00)

Signed this 8th day of January 2014 at Pasig City.

SVP EDGAR JULIO S. ASUNCION
Chairperson

OIC-VP LETIZEL P. LAGRAMA
Co-Chairperson

SM MARIO S. ALATANGUTLAG
Member

SM ALFREDO B. PINEDA II
Member

SM MA. SOPHIA B. JARLEZ
Member

OIC-SM RONALD ALLAN C. PABLO
Member

OIC-SM BOBBY A. CRISOSTOMO
Member/Endorser

[✓] APPROVED
[ ] DISAPPROVED
[ ] Other: _____

ATTY. ANTONETTA P. PANGILINAN
President and CEO
Date Signed: 04/24/19

RESOLUTION RECOMMENDING THE DECLARATION OF CONCLARE INTWORK AND TECHNOLOGY CORP AS THE BIDDER WITH THE LOWEST CALCULATED AND RESPONSIVE BID (LCRB) AND THE AWARD THERETO OF THE CONTRACT ON THE BIDDING FOR THE PROCUREMENT OF ONE (1) LOT IT EQUIPMENT CO-LOCATION SERVICES AND ISP FOR ONLINE APPLICATIONS FOR TWO (2) YEARS

Section IV General Conditions of Contract

Definitions

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

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as evidenced 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 goods which the Supplier is required to provide to the Purchaser under the Contract.

(d) "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 Purchaser" means the organization purchasing the Goods, as named in the SCC.

(h) "The Purchaser's country" is the Philippines.

(i) "The Supplier" means any private or government enterprise or a combination thereof that is willing to supply/manufacture the Goods and services under this Contract and named in the SCC.

(j) "The Project Site" means the place named in the SCC.

(k) "The Project" means, where applicable, the place or places named in the SCC.

(l) "Day" means calendar day.

(m) "Effective Date" = If the contract will or may be subject to approval by the Supplier's or the Goods to be provided, the date stipulated in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

(n) "Contract Price" means the price stipulated in the Contract Form signed by the parties, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to this Contract.

(o) "Completed Delivery" means delivery of the Goods when the Supplier has fulfilled its obligations under the Contract.

(p) "Completed Services" means services fully rendered by the Supplier, and accepted by the Purchaser in accordance with the terms and conditions set forth in the Contract.

Corrupt, Fraudulent, Collusive, and Coercive Practices

[illegible] Notwithstanding anything contained in the SBD, the Procuring Entity shall be entitled to reject a tender or supplier shall be found to be engaged in corrupt practices in the tendering and execution of the contract. In pursuance of this policy, the Procuring Entity:

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

(a) "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the action of a public official in the procurement process or in contract execution, including on behalf of the Government, and any conduct or omission intended to induce a public official to act in such a way as to deprive the Procuring Entity of the benefits of free and open competition;

(b) "fraudulent practice" means a misrepresentation or omission 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;

(c) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, to artificially increase bid prices or artificially restrict bid competition;

(d) "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;

(e) "obstructive practice" is

(i) deliberately destroying, falsifying, altering or concealing of evidence material to the administrative proceedings or investigations or making false statements to investigators in order to materially impede a administrative proceeding or investigation of the Procuring Entity or any Tenderer, including but not limited to threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceeding or investigation or from pursuing such proceeding or investigation; or

(ii) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity contained in clause 3 (paragraph 3) or any other contract or tender document.

[illegible] proposal for award is a determination that the bidder recommended for award has engaged in all of the practices mentioned in the Clause for purposes of combating fraud and corruption.

Further the Funding Source, Borrower or Executing Agency, 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 7.1.

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.

Governing Law and Language

[illegible] The Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

[illegible] The 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 the Contract exchanged by the parties shall be written in English.

Notices

[illegible] 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 delivered to 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 its address specified in the SCC, which shall be effective when delivered and duly received or on the notice effective date, whichever is later.

[illegible] 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 [illegible].

Scope of Contract

[illegible] The GCC IDs and Bidding Service Form included shall be an integral part of the Contract documents.

[illegible] The Contract shall include all such items, although not expressly mentioned, that are customarily inferred to being required for its completion as if such items were expressly mentioned herein. No additional requirements for the completion of this Contract shall be provided in the SCC.

Subcontracting

[illegible] Subcontracting of any portion of the Goods, or dealing in the Goods by persons other than the Supplier, do 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 or servants as if they were the Supplier's own acts, defaults or negligence, or those of its agents, servants or workmen.

unforeseeable described and identified above the Contract may be changed during its implementation or the period, subject to compliance with the approval mechanism and the approval of the Procuring Entity.

Procuring Entity's Responsibilities

(a) Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approval, import and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner.

(b) The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

Prices

Except as provided in the Contract, the prices for Goods provided and 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 39.

Payment

(a) Payments shall be made promptly upon certification by the Head of the Procuring Entity to the effect that the Goods have been received or rendered in conformity with the terms of the Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not rendered or for supplies and materials not delivered under the Contract. Ten percent (10%) of the amount of each payment shall be withheld to the Procuring Entity to cover the Supplier's warranty obligations under the Contract as described in GCC Clause 17.

(b) The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by documents submitted pursuant to the SCC pursuant to the Contract and upon fulfillment of other obligations stipulated in the Contract.

(c) 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.

(d) Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

Advance Payment and Terms of Payment

(a) Advance payment shall be made only after prior approval of the President and will be secured by a performance security in the form and amount of not less than one hundred percent (100%) of the Contract amount, unless otherwise stated in the SCC, in accordance with Section 61 of R.A. 9184.

(b) For Goods supplied from abroad, the terms of payment shall be as follows:

The 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, in the form provided in Section VIII. Bidding Forms.

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 (through the specified in the Bid Submission on Delivery and Documents).

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 certificate issued for the respective delivery, signed 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 over-all satisfaction in the absence of the failure to issue documents (i.e. and will be evidenced by the certificate of Delivery and Documents).

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

12. Taxes and Duties

The Supplier, either local or foreign, will be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed on the consignment of the Contract.

13. Performance Security

13.1 Within ten (10) calendar days from receipt of the Notification of Award from the Procuring Entity, or in the case that any of the requirements for contract be met prior to the issue date, the successful bidder shall furnish the performance security in any the manner prescribed in the ITB Clause 34.4.

The performance security, posted in favor of the Procuring Entity shall be forfeited in the event it is established that the successful bidder is in default in any of the obligations under the contract.

The performance security shall remain valid and remain in the Procuring Entity's or the Contractor's Final Acceptance.

The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:

a. There is no pending claim against the supplier in the event contrary that is in favor of the Entity;

b. The Supplier has no pending claim for labor and materials that appear in the

c. Other terms specified in the SCC.

In case of a dispute, or an arbitration taking the Procuring Entity shall also withhold additional amount from the original performance security, provided that any of the

reduction in price that will persist until such time as the equipment or such replacement has been tested and found to be in conformance with the original performance criteria.

10. Use of Contract Documents and Information

10.1 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 in connection therewith to any person other than a person employed by the Supplier in performance of this Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

10.2 Any document, other than the Contract itself, enumerated in GCC Clause 10.1 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.

11. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VI. 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 competent authority.

12. Inspection and Tests

12.1 The Procuring Entity or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract specifications at no cost to the Procuring Entity. The SCC and Section VI. 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.

12.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractors, at point of delivery, and/or at the ultimate final destination. If conducted on the premises of the supplier or its subcontractors, 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.

12.3 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 bears all its own costs and expenses incurred in connection with such attendance including but not limited to all traveling and lodging expenses.

12.4 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 tests and/or inspections at no cost to the Procuring Entity upon giving a timely notice pursuant to GCC Clause 7.

12.5 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 relieve the Supplier from its obligations under this Contract.

17. Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are of the same make and model or current models, and that they incorporate all recent improvements in design and materials, except insofar as 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 bank guarantee shall only be released after the lapse of the warranty period specified in the SCC, provided therefore that the supplies delivered and the work performed shall at the conditions imposed under this Contract have been fully met.

17.4 The Procuring Entity shall promptly notify the Supplier in writing of any claim 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 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 the Contract, the Supplier or its subcontractors 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 subject to an 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 21 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 provide the Services within the period(s) specified in this Contract or within any

may proceed with termination. In such the Procuring Entity shall, without prejudice to its other remedies under the 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 the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultations.

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 the 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 the 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.

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 its failure to perform or other failure to comply with its obligations under the Contract is the result of a force majeure.

For purposes of this Clause, "force majeure" means an event beyond the control of the Supplier and not foreseeable, unavoidable, and not brought about by or at the instance of the Supplier or its subcontractors. "Force majeure" shall include, but not limited to, acts of God or of public enemy, acts of government in their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

[illegible] of [illegible] the Procuring Entity is its sovereign capacity, will [illegible] [illegible] floods, epidemics, quarantine, embargoes, and freight embargoes.

[illegible] reason such the Supplier has promptly given the Procuring Entity a [illegible] and the cause thereof. Unless otherwise agreed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

[illegible] Termination for Default

The Procuring Entity shall terminate the Contract for default wholly or in the following indicated manner if applicable:

(a) Upon a serious breach, the Supplier fail to deliver or perform for any 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) In case 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.

[illegible] In the event the Procuring Entity terminates the Contract in whole or in part for any of the reasons provided under GCC Clauses [illegible] to [illegible] 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.

(b) In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to an percent (10%) of the specified contract price plus any extensions thereof granted by the Procuring Entity, the Procuring Entity may terminate the Contract, forfeit the Supplier's performance security and award the same to a qualified supplier.

[illegible] Termination for Insolvency

The Procuring Entity may 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.

Termination for Convenience

[illegible] The Procuring Entity may terminate the Contract in whole or in part at any time for its convenience. The Head of the Procuring Entity may terminate a portion of the Contract in the interest 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, obsolescence resulted by changes in law and national government policies.

[illegible]

[illegible] The Goods that have been delivered and/or performed or are ready for delivery/performance within thirty (30) calendar days after the Supplier's receipt of notice to Terminate shall be accepted by the Procuring Entity in the manner specified herein and those Goods not yet performed and/or ready for delivery the Procuring Entity may [illegible]

(i) to take any partially delivered and/or performed and paid for contract items and pieces thereof;

(ii) 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.

[illegible] If the Supplier suffers loss in its work 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 the Contract on a mutual agreed basis. Before recovery can be made the cost of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

[illegible] Termination for Unlawful Acts

[illegible] The Procuring Entity may terminate the Contract in case it is determined prima facie that the Supplier has engaged, before or during the implementation of the Contract, in unlawful deals and behaviors relative to contract procurement and implementation. Unlawful actions are defined in the following:

(i) Corrupt, fraudulent, and coercive practices as defined in [illegible] Clause [illegible]

(ii) Drawing up or using forged documents;

(iii) Using adulterated materials, means or methods, or engaging in production or manufacture of products of such quality that does not [illegible]

(iv) Any other act deemed to be unlawful.

[illegible] Procedures for Termination of Contracts

[illegible] The following provisions shall govern the procedure for termination of the Contract:

(i) Upon service of a written notice of not [illegible] cases which have occurred(s) for termination as aforementioned, or within a reasonable period, the Implementing Unit shall within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Certified Report with all relevant evidence attached;

(ii) Upon recommendation by the Implementing Unit the head of the Procuring Entity shall terminate the Contract only by a written notice to the Supplier conveying the termination of the Contract. The notice shall:

(a) give the Contract a clear indication of the grounds on which [illegible] mentioned, and a summary of the facts that constitute the grounds supporting the same;

(b) the extent of termination whether in whole or in part;

(c) an instruction to the Supplier on how, when and to whom the Goods should be terminated; and

(iv) Special circumstances of the Procuring Entity; or

The Notice of Termination shall be accompanied by a copy of the Third Report.

(v) 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 written position paper stating why the 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 the Contract.

(vi) The Procuring Entity may, in any case, before receipt of the Supplier's written position paper described in clause (v) above, withdraw the Notice to Terminate if it is determined that certain items of works subject of the notice had been completed, delivered, or performed before the Supplier received the notice.

(vii) Within a non-extendable period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether to or not to terminate the Contract. It shall serve a written notice to the Supplier to its address and unless otherwise provided, this contract is deemed terminated from receipt of the Supplier of the order of decision. The termination shall only be based on the grounds stated in the Notice to Terminate.

(viii) The Head of the Procuring Entity may convene a Contract Termination Review Committee (CTRC) as stated but in the discretion of the Procuring Entity. The decision recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity, and

(ix) The supplier must serve a written notice to the Procuring Entity of its intention to abandon 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 notice by the Procuring Entity.

15 Assignment of Rights

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

16 Contract Amendment

Subject to orders issued by the Cabinet Secretary in the interest of the Country, that the Contract may by written amendment signed by the parties.

17 Application

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

Annex "E"

Section V. Special Conditions of Contract

GCC Clause	
[illegible]	The Procuring Entity is *Philippine Health Insurance Corporation.*
[illegible]	The Supplier is an [illegible]
[illegible]	The Funding Source is: **Philippine Health** Insurance Corporation Corporate Operating Budget for CY 2013 in the amount of *Eleven Million Seven Hundred Eighty Eight Thousand Six Hundred Fifty Six Pesos (Php11,788,656.00)*
[illegible]	The Project Site is at PhilHealth Head Office
[illegible]	The Procuring Entity address for bidders is *[illegible] EDGAR [illegible] is ASUNCION [illegible] Bldg. [illegible] Pasay City*
	Delivery of the Goods and services shall be made by the supplier in accordance with the terms specified in Section [illegible] **Delivery and Documents** – The delivery terms of the Contract shall be as follows: **One (1) set IT Equipment Co-Location Services** and **15[illegible] for Online Applications** shall be delivered to the address of the [illegible] in the Celebrity Mansion Bldg and [illegible] shall pass [illegible] the supplier to PhilHealth upon receipt and [illegible] signed by the Goods at their [illegible] location. Delivery of the Goods and services shall be made by the supplier in accordance with the terms specified in Section [illegible] Schedule of Requirements. The details of shipping and/or other documents to be furnished are as follows: Upon delivery of the Goods and services to the [illegible] site, the Supplier shall notify PhilHealth and present the following documents to PhilHealth: (i) Original and five copies of the supplier's invoice showing Goods description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt, [illegible] of lading and packing list; (iii) Original Supplier's warranty certificate; (iv) Original and five copies of the manufacturer's and/or supplier's warranty certificate; (v) Original and five copies of the certificate of origin (for imported Goods); (vi) Delivery receipt showing serial 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) Five copies of the Inside Receipt or Inspection Report [illegible] the Procuring Entity's representative at the Project Site. **Incidental Services** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section [illegible] Schedule of Requirements: (a) performance or supervision of on-site assembly and/or commissioning 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 of maintenance and/or repair of the supplied Goods, during the warranty period provided that this service shall not relieve the contractor

of by a third party integrations under the Contract and.

The Contract price for the Goods shall include the price charged by the Supplier to a Procuring Entity and shall not exceed the prevailing sales charges to other parties by the Supplier for similar service.

Spare Parts

The Supplier is requested 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 or any part thereof.

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 the 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 size and weight 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 package shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the Contract, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) vertical faces.

DELIVERY TO: "HANDLE WITH CARE" [illegible]
Name of the supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HS "CHE" classifications

A packaging list identifying the contents and purpose of the package is to be placed in an accessible pocket of the outer packaging. If more than one package is required, the packaging list is to be placed inside the outer packaging for ease of access. The contract package number.

Insurance –

The Goods supplied under the 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 cost of insurance is the sole role of the Supplier and is to be included in the Procuring Entity.

Transportation –

Transportation costs for delivery of Goods outside country is the cost of Goods supplied from either the Supplier or supplied by domestic suppliers. Title and risk will not be deemed to have passed to Purchaser until their receipt and unconditional 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 the Goods or any part thereof.

10. **OTHER INSTRUCTIONS**

[illegible]	NO FURTHER INSTRUCTIONS
[illegible]	NO FURTHER INSTRUCTIONS
[illegible]	NO FURTHER INSTRUCTIONS
[illegible]	NO FURTHER INSTRUCTIONS
[illegible]	The bidders should be able to comply with the following: • The winning bidder should work to develop with PHILHEALTH Information Technology Management Department (ITMD) during the installation, testing and commissioning of the Project. • The bidder must ensure that the proposed One (1) Lot IT Equipment Co-Location Services and ISP for Online Applications is compatible with the existing equipment of PHILHEALTH. • Knowledge transfer should be done by the winning bidder to ensure the functionality and benefits of the **One (1) Lot IT Equipment Co-Location Services and ISP for Online Applications.**
[illegible]	• The maintenance period will be one (1) year. • All software/hardware bought by PHILHEALTH for the **One (1) Lot IT Equipment Co-Location Services and ISP for Online Applications** within the maintenance period which shall commence upon completion of the delivered goods.
[illegible]	The period for completion of defects within the warranty period is: • The bidder should be able to provide expert personnel to service the One (1) Lot IT Equipment Co-Location Services and ISP for Online Applications whenever problems should occur. • The winning bidder should provide on-site / phone and technical support to PHILHEALTH while the service is ongoing. • Expenses for the technical personnel shall provide on-site technical service to PHILHEALTH shall be at the expense of the winning bidder.
[illegible]	ADDITIONAL PROVISION

ANNEX "A"

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
[illegible] Building, 70 [illegible], Pasig City
Telephone 441 7400 www.philhealth.gov.ph

BID BULLETIN NO. 1

BIDDING FOR THE PROCUREMENT OF ONE (1) LOT IT EQUIPMENT CO-LOCATION SERVICES AND ISP FOR ONLINE APPLICATIONS FOR TWO (2) YEARS

In compliance with Republic Act 9184, this bid bulletin is hereby issued amending and/or clarifying the following provisions of the Philippine Bidding Documents on the *Bidding for the Procurement of One (1) Lot IT Equipment Co-location Services and ISP for Online Applications for Two (2) years, ITB No. COLOC 2013-008-IT*, to wit:

PROVISIONS/QUERIES	AMENDMENT / CLARIFICATION
On page [illegible] Preparation of Bids [illegible] Business or Mayor's Permit [illegible] [illegible] [illegible]	Prospective bidder/s whose principal place of business is located in the Clark Freeport Zone where no mayor's license is issued to entities conducting business there, the mayor's permit in the place where any of their branches is located would be accepted. However, in addition to said mayor's permit, a permit to work or any proof of the title issued by the Clark Freeport Zone, must also be attached.
On page [illegible] VII. Technical Specifications [illegible]	Kindly addressed by the End User (Please see attached Annex A)
On page [illegible] VII. Technical Specifications DELIVERABLES (ITEM NO. 1) Item 1. COMPUTATION & TECHNOLOGY EQUIPMENT CO-LOCATION SERVICE • Co-location Space Requirements Five (5) Rack Space 5/6 Kwatt Must provide a rack area or less twenty square meters size [illegible]	(HIGH REQUIREMENT) Must be compliant with PIA 942 standards. The location of the rack in a co-location space can be located on the ground floor as long as the data center site is not within 500-meter radius from reported flooding in the period 2009 to October 31, 2013. Reference to: http://noah.dost.gov.ph EXACT DIMENSIONS OF RACK: Three meters by four meters (3m x 4m)

[illegible] www.facebook.com/philhealth www.philhealth.gov.ph

	SIZE OF "RUBLES" OF THE CAGE: Must be at most one square inch. HOW MANY EXISTING RACK SPACE: At present the corporation site has allocation for two racks. The end user may opt to place six racks as long as it fits the 12 sq. meter area and the total power of allocation racks is less than or equal to the total allocation as specified in the Terms of Reference.
On page 43: VII. Technical Specifications DELIVERABLES (ITEM NO. 1) Communication Link Requirements The winning bidder must provide two (2) communication links between Philhealth Head Office (Pasay) and the proposed DC locations via: - Primary Communication Link must be at least 100 Mbps Guaranteed Bandwidth CIR (Committed Information Rate) - Redundant (secondary) Communication Link must be at least 100 Mbps Guaranteed Bandwidth Committed Information Rate. Both communication links must be active.	NETWORK PLAN: The bidder must submit route plan for each link as part of the bidding documents or may submit the same as part of other required documents. DIFFERENT EQUIPMENT ON TERMINATION: Each link must terminate on a separate device. DIFFERENT PHYSICAL LINKS/TOC: Must have different physical links that comes from different Telecommunications Operations Center or from different Telecommunications Node.
On page 44: VII. Technical Specifications DELIVERABLES (ITEM NO. 1) To achieve redundancy the two (2) communication links should have a separate and different physical communication path between Philhealth Head Office (Pasay) and the proposed DC locations via: 3rd and 4th Bullets - The primary link must be Layer 1 - The redundant link must be Layer 1 - The winning bidder must provide a dedicated leased line connectivity to be required to provide the: 3rd Bullet - The leased lines must be able to ensure consistently latency of at least 20ms. The traffic delays or latency will be done from the winning bidder's	To further clarify: the Primary and secondary cables must be physically separated. For example the cable path of primary link is LUSA and the secondary link's path is CD road. The layer 1 link is physical layer connection with no active devices only signal amplifiers to connect the two sites. Layer 2 links uses link layer devices such as switches or bridges to connect the two sites. The core facilities must be owned and operated by the proponent.

connection [illegible] connectivity to the following [illegible] provinces in Philippines: Philippines all [illegible] and (2) Service Delivery [illegible] listed below	The winning bidder must be able to attain **connectivity latency at at most 90ms and better.**
On page 45-VII. Technical Specifications **DELIVERABLES (ITEM NO. 2)** - Must provide at least sixty (60) usable public or legal IP address.	Must provide at least sixty (60) usable public or legal IP address. **TEN (10)** Five (5) IP addresses will be issued for Testing. The IP addresses from different ISPs will be provided by the proponent during post qualification.
On page 46, VII. Technical Specifications **PROJECT MANAGEMENT (9th bullet)** - The acceptable downtime during the launch of the network must not exceed thirty six (36) hours and must be observed (Weekend excluded).	Acceptable downtime must not exceed forty eight (48) hours **from Saturday, Friday 7:00 PM and all configurations must be functional on or before 3:00 AM of Monday.**
On page 48, VII. Technical Specifications SERVICE LEVEL AGREEMENT (SLA)	PROSPECTIVE BIDDERS IS REQUESTING FOR AN SLA FOR LINES AND ISPs. The service level Agreement for primary and secondary links, ISPs and co-location space are the same which is already defined in the TOR
On page 52, VII. Technical Specifications **DELIVERABLES (ITEM NO. [illegible])** **OTHER REQUIREMENTS** [illegible] provide. There is [illegible] Unlimited Mobile Broadband Internet Connectivity for the duration of the reception period of [illegible] for [illegible] management and support. The connection speed is [illegible] up to 3/mbps using 4G HSPA – Technology or LTE Technology must be able to connect up to [illegible] 32 [illegible] and WiFi routers access.	PROVIDE WITH UNLIMITED DATA IS ALLOWED

REMINDERS:

To BAC-ITB would like to remind the bidder/s to double check the eligibility requirements prior to submission of bid proposals.

THIS BID BULLETIN NO. 1 (ITB NO.COLOC 2013-006-IT) SHALL FORM PART OF THE ELIGIBILITY AND TECHNICAL BID PROPOSAL TO BE SUBMITTED ON 26 OCTOBER 2013. THUS, THIS SHOULD BE SUBMITTED AS PART OF THE BID PROPOSAL ON THE SAID DATE

The deadline for submission of bid proposals will be on 25 November 2013, 10:00 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 25 November 2013 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 25 November 2013.

Issued this 18th day of November 2013.

SVP EDGAR JULIO S. ASUNCION
Chairman

DIC WP LIEZEL LAGRADA
Vice Chairperson

SM MARIO S. MATANGUIHAN
Member

SM MA. SOPHIA R. PABLO
Member

SM ALBERTO B. PINEDA II
Member

DIC SM RONALD ALLAN PABLO
Member

DIC SM BUDDY A. CRISOSTOMO
Member/Industry

[illegible]

TRANSFER / DELIVERY OF THE CO-LOCATED IT EQUIPMENT FROM THE EXISTING IT EQUIPMENT CO-LOCATION FACILITY TO THE PROPOSED SITE

[illegible]

[illegible]

[illegible]

1. [illegible] equipment
2. [illegible] and packing of the equipment in preparation for delivery [illegible] equipment to the proposed co-location site
3. [illegible] of the equipment at the proposed co-location site

[illegible] equipment [illegible] Firewall, [illegible] System [illegible] and [illegible] equipment in the existing co-location site

[illegible] will be lost during the [illegible] the equipment will be transferred to the proposed [illegible] the current vendors and storing the equipment [illegible] and will be transferred and completely installed and power on