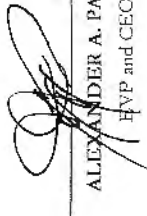
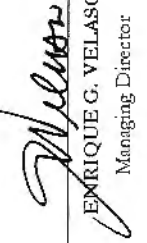


CONTRACT FOR THE BIDDING OF ONE (1) LOT EQUIPMENT FOR DATA CENTER FACILITY

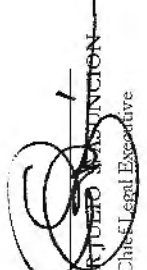
 ALEXANDER A. PADILLA
HVP and CEO

THIS AGREEMENT made on the ____ day of ____ 2013 between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation created and existing by virtue of R.A. 7875, otherwise known as the "National Health Insurance Act of 1995", with office address at 17th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **Executive Vice-President and Chief Operating Officer, ALEXANDER A. PADILLA**, (hereinafter called "**PHILHEALTH**").

-and-

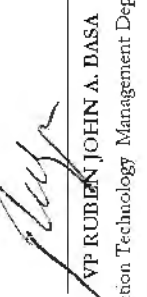
 ENRIQUE G. VELASCO
Managing Director
SANDZ

SANDZ SOLUTIONS PHILIPPINES, INC., a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. A200016079, issued on April 16, 2002, and existing under the laws of the Republic of the Philippines, with business address at 6/flr. CYA Bldg. 110 Rada St. Legaspi Vill., Makati City, represented herein by its **Managing Director, ENRIQUE G. VELASCO**, (hereinafter called "**SANDZ**").

 EDGAR J. SISON
Chief Legal Executive

WHEREAS, **PHILHEALTH** invited Bids for the *Bidding on the Procurement of One (1) Lot Equipment for Data Center Facility* and has accepted a Bid by **SANDZ** for the supply of those goods in the sum of **ONE MILLION SEVEN HUNDRED SIXTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY PESOS (PhP1,768,880.00)**, (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

-  VP RUBEN JOHN A. BASA
Information Technology Management Department
-  HANNAH LORRAINE DALISAY
Division Chief
Accounting and Internal Control
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) SANDZ' Schedule of Requirements (**Annex "A"**);
 - (b) SANDZ' Bid Form (**Annex "B"**);
 - (c) SANDZ' Technical Proposal (**Annex "C"**);
 - (d) Notice of Award (**Annex "D"**);
 - (e) BAC-ITR Resolution No. 01, s. 2013 (**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 **SANDZ** as hereinafter mentioned, **SANDZ** 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 **SANDZ** 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 Forty Five (45) Calendar Days after complete delivery to and acceptance by **PHILHEALTH**, **SANDZ** shall submit the Statement or Billing of Account and other documentary requirements as may be required by the former as condition for payment.

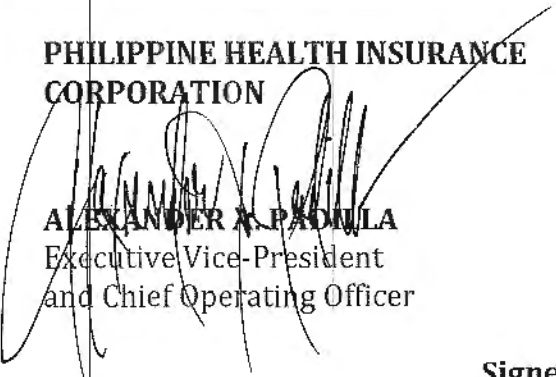
As obligation for the warranty, **PHILHEALTH** shall withhold ten percent (10%) of the total contract price stated in the Whereas Clause hereof, amounting to **One Hundred Seventy Six Thousand Eight Hundred Eighty Eight Pesos (PhP176,888.00)** as retention money. **The said amount shall only be released after the lapse of the three (3) year warranty period.** Otherwise, **SANDZ** may opt to post a special bank guarantee equivalent to the same amount covering the said warranty period.

7. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. 9184, shall form an integral part of the contract between the PARTIES hereto.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

PHILIPPINE HEALTH INSURANCE CORPORATION


ALEXANDER A. PADILLA
Executive Vice-President
and Chief Operating Officer

SANDZ SOLUTIONS PHILIPPINES, INC.

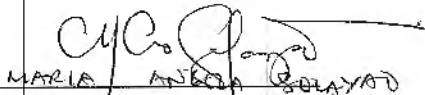

ENRIQUE G. VELASCO
Managing Director

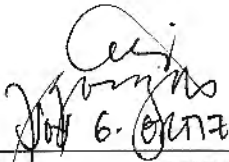
Signed in the presence of:


SVP EDGAR JULIO S. ASUNCION
Chief Legal Executive


VP RUBEN JOHN A. BASA
Information Technology
Management Department


HANNAH LORRAINE DALISAY
Division Chief
Accounting and Internal
Control Department


MARIA ANGELES SOLAYAD
Witness for **SANDZ**


Witness for **SANDZ**

ACKNOWLEDGEMENT

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

BEFORE ME, this ___ day of JUL 16 2013 2013, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

ALEXANDER A. PADILLA
Philippine Health Insurance Corp.

PHILHEALTH I.D. #

ENRIQUE G. VELASCO
Sandz Solutions Philippines, Inc.

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of **thirty nine (39) pages** including the annexes and this page on which the acknowledgement is written and they acknowledged that the same is their free act and deed and that of the corporations being represented.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc No. 495
Page No. 88
Book No. XXXVIII
Series of 2013

ATTY. CERVACIO B. ORTIZ, JR.
Notary Public City of Makati
Until December 31, 2014
IBP NO. 656155-Lifetime Member
MCLE Compliance No. III-0014282
Appointment No. M-199-(2013-2014)
PTR No. 3664330 Jan. 2, 2013
Makati City Roll No. 40091
101 Urban Ave., Brgy. Pio del Pilar
Makati City

gn
ant

Section VI. Schedule of Requirements

The schedule of services expressed as weeks/months stipulates hereafter a date which is the date of the maintenance service to the project site.

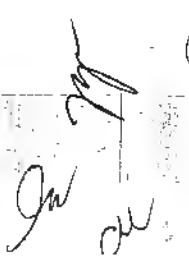
Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	Equipment for Data Center Facility	One (1) Lot	One (1) Lot	Within Forty Five (45) Calendar Days after the issuance and receipt of the Notice to Proceed by the winning bidder.

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

Sandz Solutions Philippines Inc.
Name of Company/Bidder


Maria Angela O. Solayao
Signature over Printed Name of
Representative

December 12, 2012
Date



Bid Form

Date: December 18, 2012Invitation-to Bid No.: DCF 2012-008-IT

The Chairperson
Bids and Awards Committee
PHILHEALTH

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers 1-3, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver/perform One (1) Lot Equipment for Data Center Facility in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS			COST per item (Inclusive of VAT)	Total Cost (Inclusive of VAT)
QTY	PART NUMBER	DESCRIPTION	Php 1,768,880.00	Php 1,768,880.00
4	641016-B21	HP BL460c Gen8 10Gb FLB CTO Blade		
4	662067-L21	HP BL460c Gen8 E5-2640 FIO Kit		
4	662067-B21	HP BL460c Gen8 E5-2640 Kit		
32	672631-B21	HP 16GB 2Rx4 PC3-12800R-11 Kit		
8	652611-B21	HP 300GB 6G SAS 15K 2.5in SC ENT HDD		
4	684212-B21	HP FlexFabric 10Gb 2P 554FLB FIO Adptr		
4	651281-B21	HP QMH2572 8Gb FC HBA		
4	UE493E	HP Install c-Class Server Blade Service		
4	UK066E	HP 3y 4h 24x7 BL4xxc Svr Bld HW Support		
4	500172-B21	HP 1200W CS Slvr Ht Plg Pwr Supply Kit		
2	488100-B21	HP BLc3000 Dual DDR2 Onboard Admin Kit		
TOTAL				Php 1,768,880.00
ONE MILLION SEVEN HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY 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 provision for ITB Clause 18.2 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.

Jan

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

Dated this 18th day of December 2012.


[signature]

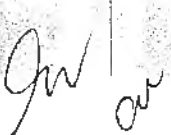
MARIA ANGELA O. SOLAYAO
[in the capacity of]

Only authorized to sign Bid for and on behalf of SANDZ SOLUTIONS PHILIPPINES, INC.


for on

Section VII. Technical Specifications

SPECIFICATIONS	Statement of Compliance
*Statement of Compliance – Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specifications and compliance issued by the manufacturer, samples independent test data, etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1 (a)(ii) and/or GCC 2.1 (a)(ii).	
1. SCOPE OF THE PROJECT	Statement of Compliance
This project will cover the delivery, installation, testing, maintenance, documentation, and support of the Equipment for Data Center Facility (blade servers with power supply and peripherals). Specifically, the vendor shall provide the following deliverables:	COMPLY. SANDZ proposed solution will cover the delivery, installation, testing, maintenance, documentation, and support of the Equipment for Data Center Facility (blade servers with power supply and peripherals).
1. DELIVERABLES	
1. Blade Servers Server Blade Configuration ✦ Number of Servers: at least four (4) units of blade server. ✦ Processor Architecture: must be intel-based processor; must be at least two (2) physical processors on each blade server; must be at least six (6) cores per processor; must be at least 2.53GHz for each core. ✦ Memory: must have at least 128GB of RAM and must be at least eight (8) – DIMM (modules) at 16GB per module. ✦ Drive Cage/Bays: must have a drive cage/bays that can support SAS, SATA and SSD hot plug hard drives. ✦ Hard Disk Drive: must have at least two (2) x 300GB at 15,000 rpm hot pluggable 2.5 in SAS small form factor (SFF) hard drives.	• COMPLY. The proposed servers are four (4) units of bl460c Gen8 servers. ✓ • COMPLY. The proposed servers are installed with two (2) Intel Xeon E5-2640 2.53GHz 6 Core processor. ✓ • COMPLY. The proposed servers are installed with eight (8) 16GB RAM (128GB total). ✓ • COMPLY. The proposed server supports SAS, SATA and SSD hot pluggable hard drives. ✓ • COMPLY. The proposed servers are installed with two (2) 300GB 15k RPM 2.5 SAS SFF hard drives. ✓

• **RAID Controller:** must have RAID controller that can support RAID 1 and 0.

• **Network Interface:** each server must have at least two (2) integrated 10Gbport adapter. Each port must support partitioning that can be configured to at least four (4) network interfaces controllers (NICs) and must be able regulate the bandwidth of each NIC. Must support autosensing 10Gb/1Gb Ethernet, Fiber Channel over Ethernet and iSCSI connection. Must have one (1) 10/100 network adapter dedicated to remote management access.

• **SAN Connectivity:** must have at least dual port 4Gbit fiber channel Host Bus Adapter(s) for each blade server and must be compatible with the existing SAN environment.

• **Compatibility:** must be 100% compatible with the existing blade system of the corporation.

• **Management:** each server must have an integrated management utility.

- Must be accessible remotely via a web browser.
- Must be able to power-up, power-down and reset the server.
- Must be able to redirect the screen of the server from boot-up process to the graphical user interface of the operating system.
- Must be able to mount remote media drives and ISO images.

• **COMPLY.** The proposed server comes with a RAID controller that supports RAID 1 and 0.

• **COMPLY.** The proposed server has two (2) integrated 10gb port adapter that supports partitioning, can be configured up to four (4) NICs and able to regulate bandwidth. The NICs is capable of autosensing 10Gb/1Gb Ethernet, Fiber Channel over Ethernet and iSCSI connection. The proposed server has one (1) 10/100 network adapter dedicated to remote management access.

• **COMPLY.** The proposed servers have dual port 8Gb fiber channel Host Bus Adapter and is compatible with the existing SAN environment.

• **COMPLY.** The proposed servers are 100% compatible with PHICs existing blade system enclosure.

• **COMPLY.** The proposed servers have integrated management utilities the enable the server to be managed remotely via web browser, able to power up, power down and reset server, able to redirect the screen of the server from boot-up process to the graphical user interface of the operating system, and be able to mount remote media drives and ISO images.

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2. Management Module

- **Number of Module:** at least two (2) units of management modules that is 100% compatible with the existing blade server enclosure.
- Must be able to manage each blade server remotely regardless of its status (turned on/off) simultaneously.
- Must be able to redirect the screen of each blade server from boot-up process to the graphical user interface of the operating system to the remote management console through standard network protocol. Management ports should be able obtain IP address from a DHCP server for easy administration. A standard encryption and user access rights must secure each server when accessing remotely. Must be able to utilize the management station's connected media. Must have back up management port other than the primary management port for each enclosure.

•**COMPLY.** The proposed management modules are two (2) units of HP Onboard Administrator, which is 100% compatible to PHICs existing HP c3000 enclosure.

•**COMPLY.** The proposed management modules can manage each blade server remotely of its status (turned on/off) simultaneously.

•**COMPLY.** The proposed management module can redirect screen of each blade server from boot-up process to the graphical user interface of the operating system to the remote management console through standard network protocol. The management ports are able to obtain IP address from a DHCP server for easy administration. A standard encryption and user access rights is secured with each server when accessing remotely. The client's management station can be utilized to connect media to the management module. The proposed management modules have backup management ports other than the primary management ports for each enclosure.

3. Blade Server Power Supply

- **Number of Power Supply:** at least four (4) power supply modules.

•**COMPLY.** The proposed power supplies are four (4) HP 1200W power supplies.

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JW
CW

• Form Factor: must be compatible with the existing blade server enclosure. • Output Power: each module must have an output power equivalent to the required power of a fully configured blade enclosure and additional power to attain the N + N redundancy. The reserve power supply must be more than one (1).	• COMPLY. The proposed power supplies are compatible with PHICs existing HP e3000 enclosure. • COMPLY. The proposed power supplies have power equivalent to the required power of a fully configured blade enclosure and additional power to attain the N + N redundancy. The proposed power supplies have more than one (1) reserved power supply.
2. INSTALLATION AND TESTING	
• The winning bidder will work in parallel with PhilHealth IT technical representative during the installation and testing of the additional blade server system • The winning bidder must ensure that the proposed solution will be compatible with the existing equipment of PhilHealth • Intensive testing should be done by the winning bidder to achieve the functionality and benefits of the blade servers. • Installation period should not be more than Forty Five (45) calendar days. The winning bidder shall indicate the details of installation for the entire project. Both parties will determine the installation and implementation based upon the agreed schedule. Implementation will immediately commence upon the issuance of the Notice to Proceed. The winning bidder shall guarantee installation and testing within the specified period of agreed schedule.	• COMPLY. SANDZ as PHICs trusted IT advisor will work in parallel with PhilHealth's IT representatives during the installation and testing of the additional blade server system. • COMPLY. SANDZ proposed solution is compatible with PHICs existing equipment. • COMPLY. SANDZ will provide intensive testing to achieve the functionality and benefits of the blade servers. • COMPLY. SANDZ installation services will not be Forty Five (45) calendar days. SANDZ will provide details of installation for the entire project. SANDZ will work hand on hand with PHIC to determine the installation and

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	The winning bidder shall indicate the details of installation and configurations of the Additional Blade Servers. The installation, testing and implementation must be agreed upon by PhilHealth and the proponent.	implementation based on the agreed schedule. SANDZ will immediately commence upon the issuance of Notice to Proceed. SANDZ shall guarantee installation and testing within the specified period of agreed schedule. •COMPLY. SANDZ shall indicate the details of installation and configurations of the additional blade server. PhilHealth and SANDZ must agree upon the installation, testing and implementation.
3. WARRANTY		
	- The equipment should be covered by warranty on parts and services for at least three (3) years. The warranty period for the hardware supplied shall commence upon acceptance. - The vendor must ensure that PHILHEALTH would be given the following: ✓ Firmware updates, software patches, driver updates and agents for the management software – FREE (via www or CD/DVD) ✓ Parts replacement – FREE for the duration of the warranty period. ✓ Preventive Maintenance – FREE at least twice a year for the duration of the warranty period. ✓ Configuration – FREE assistance on product reconfiguration (on-site) for the duration of the warranty period.	•COMPLY. The proposed HP BL460c Gen8 servers are covered by warranty on parts and services for at least three (3) years. The warranty period for the hardware supplied shall commence upon acceptance. •COMPLY. SANDZ will ensure PhilHealth would be given firmware updates, software patches, driver updates and agents for the management software for free which can be downloaded through the HP website, Free parts replacement, Free twice a year preventive maintenance, and free reconfiguration assistance on the product all for the duration of the warranty period.

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		wherein the phone support could not solve the problem.
5. DOCUMENTATION		
	The winning bidder must provide user and system manuals and technical materials of the equipment. Complete documentation during the implementation must also be provided.	•COMPLY. SANDZ will provide user and system manuals and technical materials of the equipment. Complete documentation during the implementation will also be provided.

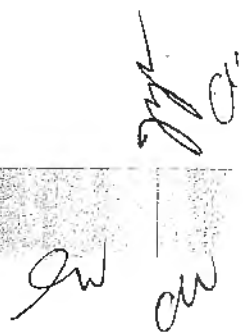
installation and testing conducted by the winning bidder. • All deliverables mentioned above should be checked by PhilHealth representative and complied by the winning bidder before the final acceptance and turnover of the system. • Project acceptance must be within the thirty (30) day period. If the winning bidder failed to meet the cut-off date, a corresponding penalty for the late delivery of goods or services will be charged against the winning bidder.	•COMPLY. •COMPLY.
7. DELIVERY AND ADDRESS DATE	
• The bidder must deliver the equipment not more than Forty Five (45) days after the effective date of the contract or the issuance of the Notice to Proceed (NTP). It must be delivered at 15th Floor Room 1503 Citystate Centre Building, 709 Shaw Blvd., Pasig City.	•COMPLY. SANDZ will deliver the equipment not more than Forty Five (45) days after the effective date of the contract or the issuance of the Notice to Proceed (NTP). It will be delivered at 15th Floor Room 1503 Citystate Centre Building, 709 Shaw Blvd. Pasig City.
8. All items in the specifications are generic and not tailor fitted to any brand.	COMPLY.

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

Sandz Solutions Philippines, Inc.
Name of Company/Bidder


Maria Angela O. Solavao
Signature over Printed Name of
Representative

December 18, 2012
Date





Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION

Citystate Centre Building, 709 Shaw Boulevard, Pasig City
Healthline 441-7444 www.philhealth.gov.ph



NOTICE OF AWARD

Date Issued: **21 FEB 2013**

Mr. ENRIQUE G. VELASCO
Managing Director
SANDZ SOLUTIONS PHILIPPINES, INC.
6/ftr. CYA Bldg. 110 Rada St.
Legaspi Village, Makati City
Telephone: (02) 887-5757
Telefax: (02) 887-1383

Dear Mr. Velasco:

We are pleased to notify you that your bid proposal for the procurement of **One (1) Lot Equipment for Data Center Facility** for the execution of **Sandz Solutions Philippines, Inc.** at the Contract Price equivalent to **One Million Seven Hundred Sixty Eight Thousand Eight Hundred Eighty pesos (PhP1,768,880.00)** is hereby accepted.

You are hereby required to provide within ten (10) calendar days the **performance security** in the form and amount stipulated in the Bid Documents of the said procurement. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

ENRIQUE T. ONA, M.D.
Secretary of Health/ Chairman of the Board and
OIC- President and CEO

Conforme:

Mr. ENRIQUE G. VELASCO
Managing Director
Date: _____

[teamphilhealth](https://twitter.com/teamphilhealth)

www.facebook.com/PhilHealth

info@philhealth.gov.ph



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. 01, S. 2013**

**RESOLUTION RECOMMENDING THE DECLARATION OF SANDZ SOLUTIONS PHILIPPINES, INC.
AS THE BIDDER WITH THE LOWEST CALCULATED AND RESPONSIVE BID (LCRB) AND THE
AWARD THERETO OF THE CONTRACT FOR THE BIDDING ON THE PROCUREMENT OF ONE (1)
LOT EQUIPMENT FOR DATA CENTER FACILITY**

WHEREAS, the Invitation to Bid (ITB) No. DCF 2012-008-IT on the bidding for the Procurement of One (1) Lot Equipment for Data Center Facility with an Approved Budget for the Contract (ABC) of Two Million Pesos (PhP2,000,000.00) was advertised on November 22, 2012 at the Philippine Star (PS) and was posted at the Phil-GEPS and PhilHealth Corporate website and at conspicuous places located at the PhilHealth Head Office on November 22 to December 11, 2012;

WHEREAS, in response to the said invitation, two (2) bidders secured the bidding documents, namely Advance Solutions, Inc. and Sandz Solutions Philippines, Inc.;

WHEREAS, a pre bid conference was held on December 5, 2012 to address the issues and clarifications raised by the prospective bidders and thereafter a bid bulletin was issued on December 11, 2012;

WHEREAS, the Opening of Bids was held on December 18, 2012, wherein Sandz Solutions Philippines, Inc. was adjudged as the proponent with the Lowest Calculated Bid amounting to One Million Seven Hundred Sixty Eight Thousand Eight Hundred Eighty Pesos (PhP1,768,880.00). Consequently, the BAC-ITR instructed the Technical Working Group (TWG) concerned to proceed with the post-qualification of the aforementioned bidder;

WHEREAS, the TWG conducted an evaluation on January 10, 2012 and presented its report in the BAC-ITR meeting held on January 18, 2012 and informed the committee that the bid proposal of Sandz Solutions Philippines, Inc. was found to be compliant with the eligibility, technical and financial requirements of PhilHealth;

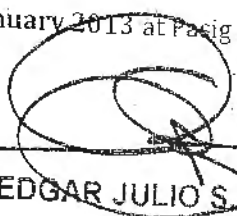
WHEREAS, the BAC-ITR concurred with the recommendation of the TWG to declare Sandz Solutions Philippines, Inc. as the bidder with the Lowest Calculated and Responsive Bid;

NOW, THEREFORE, premises considered, the BAC-ITR resolves, as it is hereby resolved, to recommend to the President and CEO the award of the contract for the bidding on the procurement of **One (1) Lot Equipment for Data Center Facility to SANDZ SOLUTIONS PHILIPPINES, INC.**

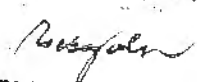
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IT IS SO RESOLVED.

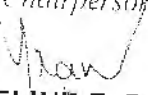
Signed this 18th day of January 2013 at Pasig City


SVP EDGAR JULIO S. ASUNCION

Chairperson


VP EVELYN C. BANGALAN

Vice-Chairperson


SM EVANGELINE F. RACELIS

Member


ATTY. JERRY F. IBAY

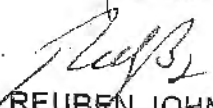
Member

on official business
SM HENRY V. ALMANON

Member

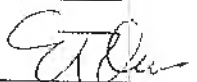

SM MA. SOPHIA B. VARLEZ

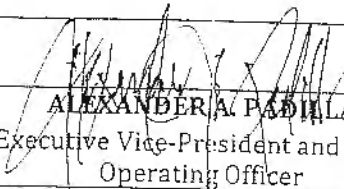
Member


VP REUBEN JOHN A. BASA

End-user Member

☒ APPROVED
☐ DISAPPROVED
☐ Others _____


ENRIQUE T. ONA, M.D.
Secretary of Health/ Chairman of the Board and
OIC-President and CEO
Date Signed: _____


ALEXANDER A. PADILLA
Executive Vice-President and Chief
Operating Officer

Sw on

Section IV. General Conditions of Contract

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

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

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

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

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

3. **Inspection and Audit by the Funding Source**

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

4. **Governing Law and Language**

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

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

5. **Notices**

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

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

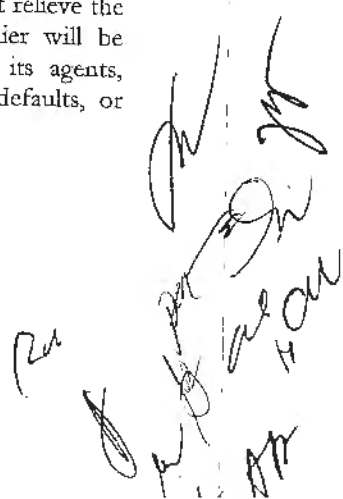
6. **Scope of Contract**

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

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

7. **Subcontracting**

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



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

8. **Procuring Entity's Responsibilities**

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

9. **Prices**

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

10. **Payment**

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

11. **Advance Payment and Terms of Payment**

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

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

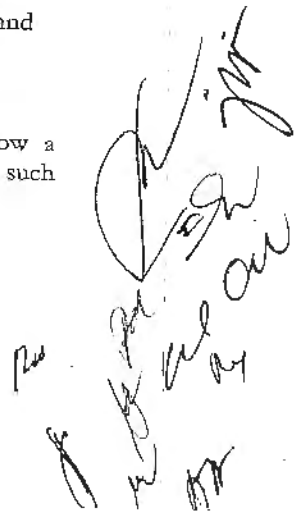
11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. **Taxes and Duties**

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

13. **Performance Security**

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



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

14. **Use of Contract Documents and Information**

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

15. **Standards**

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

16. **Inspection and Tests**

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

17. **Warranty**

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

18. **Delays in the Supplier's Performance**

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

19. **Liquidated Damages**

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

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

20. Settlement of Disputes

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

21. Liability of the Supplier

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

22. Force Majeure

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

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

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

23. **Termination for Default**

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

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

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

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

24. **Termination for Insolvency**

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

25. **Termination for Convenience**

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

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

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

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

26. **Termination for Unlawful Acts**

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

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

27. **Procedures for Termination of Contracts**

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

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

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

28. **Assignment of Rights**

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

29. **Contract Amendment**

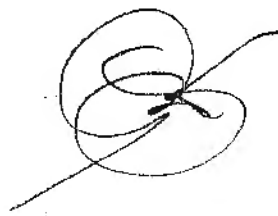
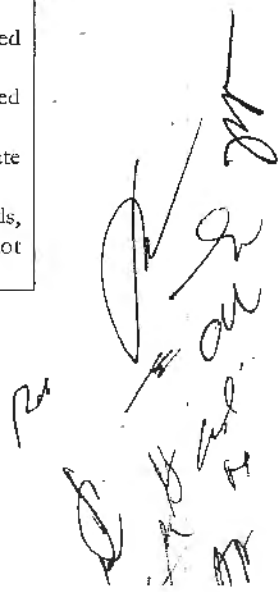
Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. **Application**

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

Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is Philippine Health Insurance Corporation .
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is: Philippine Health Insurance Corporation Corporate Operating Budget for CY 2012 in the amount of Two Million Pesos (PhP2, 000,000.00)
1.1(k)	The Project Site is <i>at PhilHealth Head Office</i>
5.1	The Procuring Entity's address for Notices is: EDGAR JULIO S. ASUNCION, Senior Vice-President, Chief Legal Executive, and BAC-ITR Chairperson, Room 1002, 10th Floor CityState Centre, 709 Shaw Boulevard, Pasig City
6.2	Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI. Delivery and Documents – The Delivery terms of this Contract shall be as follows: One (1) Lot Equipment Data for Data Center Facility shall be delivered to Room 1503, 15th Floor Citystate Centre Bldg., 709 Shaw Blvd., Bgy. Oranbo, Pasig City. Risk and title will pass from the Supplier to PhilHealth upon receipt and final acceptance of the Goods at their final destination.” Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows: Upon delivery of the Goods and Services to the Project Site, the Supplier shall notify PhilHealth and present the following documents to PhilHealth: (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts -

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

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

Packaging -

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

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

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

PHILIPPINE HEALTH INSURANCE CORPORATION

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Insurance -

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

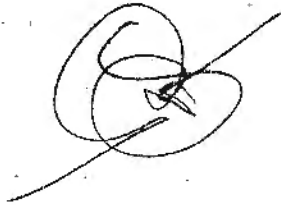
Transportation -

PhilHealth accepts no liability for the damage of Goods during transit. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to PhilHealth until their receipt and final acceptance at the final destination.

Patent Rights -

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

10.2	NO FURTHER INSTRUCTIONS
10.4	NO FURTHER INSTRUCTIONS



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Phil
J. B. Cuel
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[Other illegible signatures and initials]

13.4(c)	NO FURTHER INSTRUCTIONS
16.1	The bidders should be able to comply with the following: • The winning bidder should work in parallel with PHILHEALTH during the installation, testing, and commissioning of the Project. • The bidders must ensure that the proposed One (1) Lot Equipment for Data Center Facility is compatible with the existing equipment of PHILHEALTH. • Intensive testing should be done by the winning bidder to achieve the functionality and benefits of the One (1) Lot Equipment for Data Center Facility.
17.3	• The maintenance period will be for a period of three (3) years. • All software/hardware should be covered by warranty on services, upgrades and updates on the One (1) Lot Equipment for Data Center Facility within the maintenance period which shall commence upon acceptance of the delivered goods.
17.4	The period for correction of defects within the warranty period are: • The bidders should be able to provide expert personnel to service the One (1) Lot Equipment for Data Center Facility whenever problems should occur. • The winning bidder should provide a 24x7 phone and technical support to PhilHealth within the three (3) years contract. • Expenses for the technical personnel who will provide the technical service on-site to PHILHEALTH shall be at the expense of the winning bidder.
21.1	NO ADDITIONAL PROVISION.






BID BULLETIN

BIDDING FOR THE PROCUREMENT OF ONE (1) LOT EQUIPMENT FOR DATA CENTER FACILITY

In accordance with Republic Act 9184, this bid bulletin is hereby issued amending and/or to clarify the following provisions of the Philippine Bidding Documents on the ***Bidding for the Procurement of One (1) Lot Equipment for Data Center Facility (ITB No.DCF 2012-008-IT)***, viz:

PROVISIONS/QUERIES	AMENDMENT / CLARIFICATION
On page 41: SECTION VII TECHNICAL SPECIFICATIONS Since the project comprises additional blade servers, the bidders inquired on the existing model. Should the management module and power supply be compatible with the HP C3000? How many blade servers are currently installed in the C3000? Configuration of the current blade servers and module to assess the requirements.	The BAC-ITR, Technical Working Group (TWG) and the End-user would like to inform the bidders of the following: 6 x HP BL460c G6 Servers. HP C3000 with 4 Power supply, and c7000 with 6 Power Supply enclosures. It should be compatible with all the existing equipment/models. 6 x HP BL460c G6 6 x HP BL460c G6 Servers. HP C3000 with 4 Power supply, and c7000 with 6 Power Supply enclosures.
On page 40: SECTION VI SCHEDULE OF REQUIREMENTS Within Thirty (30) Calendar Days after the issuance and receipt of the Notice to Proceed by the winning bidder.	The BAC-ITR, Technical Working Group (TWG) and the End-user would like to inform the bidders of the following: Within Forty Five (45) Calendar Days after the issuance and receipt of the Notice to Proceed by the winning bidder. (Note: The revised Schedule of Requirements (Section VI) of the bidding documents (Annex "D" of this Bid Bulletin) is hereby attached which shall be included in the eligibility and technical documents to be submitted in lieu of the original Schedule of Requirements (Section VI of the purchased bidding documents.)

BID BULLETIN: Procurement of One (1) Lot Equipment for Data Center Facility



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[Handwritten signatures and initials]

On page 43: SECTION VII TECHNICAL SPECIFICATIONS INSTALLATION AND TESTING Installation period should not be more than thirty (30) calendar days. On page 45: DELIVERY ADDRESS AND DATE The bidder must deliver the equipment not more than thirty (30) days after the effective date of the contract or the issuance of the Notice to Proceed (NTP)	The BAC-ITR, Technical Working Group (TWG) and the End-user would like to inform the bidders of the following: Installation period should not be more than forty-five (45) calendar days. The bidder must deliver the equipment not more than forty-five (45) days after the effective date of the contract or the issuance of the Notice to Proceed (NTP) (Note: The revised Technical Specifications (Section VII) of the bidding documents (Annex "E" of this Bid Bulletin) is hereby attached which shall be included in the eligibility and technical documents to be submitted in lieu of the original Technical Specifications (Section VII of the purchased bidding documents.)
The bidder requested to provide the latest SHOW ALL file on the current blade enclosure where the required blade servers will be installed.	Please see attached ANNEX A - "Show ALL file C3000.txt", ANNEX B - "Show ALL file C7000.txt" and ANNEX C - "Show ALL file G1.txt" for the existing configuration of the current blade enclosure where the required blade servers will be installed.

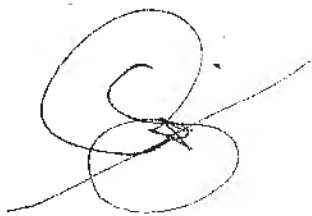
REMINDERS:

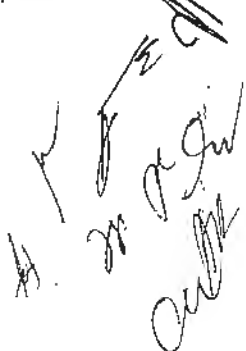
The BAC-ITR would like to remind the Bidder/s to **double check the eligibility requirements** prior to submission of bid proposals.

This BID BULLETIN including all its annexes shall form part of the eligibility and technical bid proposal to be submitted on **December 18, 2012**.

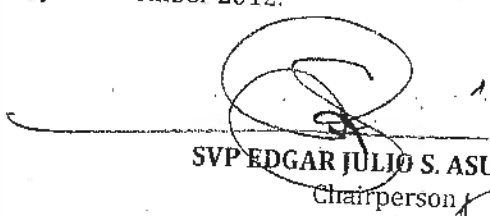
The deadline for submission of bid proposals will be on **December 18, 2012, 1:30 p.m.** Likewise, **Opening of Bids** will commence on the said date and time.

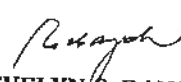
Those bidders who obtained the bidding documents for this project and would not submit their respective bid proposals on **December 18, 2012** **must submit a letter of non-participation** stating their reasons at the Office of the Secretariat for the Bids and Awards Committees. The letter of non-participation must be submitted to SBAC on or before **5:00 p.m. of December 18, 2012**.

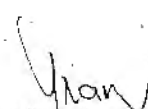




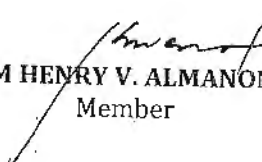
Issued this 11th day of December 2012.

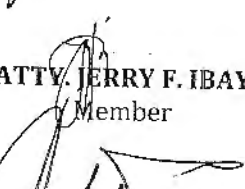

SVP EDGAR JULIO S. ASUNCION
Chairperson

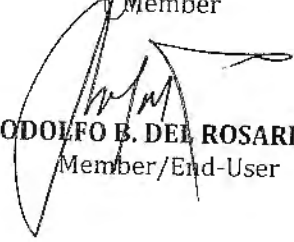

VP EVELYN C. BANGALAN
Vice-Chairperson


SM EVANGELINE F. RACELIS
Member

SM MA. SOPHIA B. VARLEZ
Member


SM HENRY V. ALMANON
Member


ATTY. JERRY F. IBAY
Member

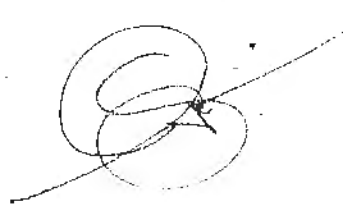

RODOLFO B. DEL ROSARIO JR.
Member/End-User

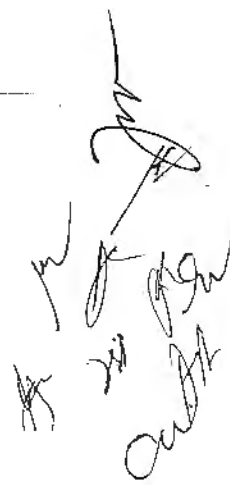
BID BULLETIN: Procurement of One (1) Lot Equipment for Data Center Facility

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ANNEX "D"

Section VI. Schedule of Requirements

The schedule of services expressed as weeks/months stipulates hereafter a date which is the date of the maintenance service to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	Equipment for Data Center Facility	One (1) Lot	One (1) Lot	Within Forty Five (45) Calendar Days after the issuance and receipt of the Notice to Proceed by the winning bidder.

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

Name of Company/Bidder

Signature over Printed Name of
Representative

Date

John W. Carr

Section VII. Technical Specifications

ANNEX "E"

SPECIFICATIONS	Statement of Compliance
* Statement of Compliance- Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1 (a) (ii) and/or GCC Clause 2.1 (a) (ii).	
1. SCOPE OF THE PROJECT	Statement of Compliance *
This project will cover the delivery, installation, testing, maintenance, documentation, and support of the Equipment for Data Center Facility (blade servers with power supply and peripherals). Specifically, the vendor shall provide the following deliverables:	
1. DELIVERABLES	
1. Blade Servers Server Blade Configuration • Number of Servers: at least four (4) units of blade server. • Processor Architecture: must be intel-based processor; must be at least two (2) physical processors on each blade server; must be at least six (6) cores per processor; and must be at least 2.53GHz for each core. • Memory: must have at least 128GB of RAM and must be at least eight (8) - DIMM (modules) at 16GB per module. • Drive Cage/Bays: must have a drive cage/bays that can support SAS, SATA and SSD hot plug hard drives. • Hard Disk Drive: must have at least two (2) x 300GB at 15,000 rpm hot pluggable 2.5 in SAS small form factor (SFF) hard drives. • RAID Controller: must have RAID controller that can support RAID 1 and 0. • Network Interface: each server must have at least two (2) integrated 10Gbps adapter. Each port must support partitioning that can be configured to at least four (4) network interfaces controllers.	

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(NICs) and must be able regulate the bandwidth of each NIC. Must support autosensing 10Gb/1Gb Ethernet, Fiber Channel over Ethernet and iSCSI connection. Must have one (1) 10/100 network adapter dedicated to remote management access.

- **SAN Connectivity:** must have at least dual port 4Gbit fiber channel Host Bus Adapter(s) for each blade server and must be compatible with the existing SAN environment.
- **Compatibility:** must be 100% compatible with the existing blade system of the corporation.
- **Management:** each server must have an integrated management utility.
 - Must be accessible remotely via a web browser.
 - Must be able to power-up, power-down and reset the server.
 - Must be able to redirect the screen of the server from boot-up process to the graphical user interface of the operating system.
 - Must be able to mount remote media drives and ISO images.

2. Management Module

- **Number of Module:** at least two (2) units of management modules that is 100% compatible with the existing blade server enclosure.
- Must be able to manage each blade server remotely regardless of its status (turned on/off) simultaneously.
- Must be able to redirect the screen of each blade server from boot-up process to the graphical user interface of the operating system to the remote management console through standard network protocol. Management ports should be able obtain IP address from a DHCP server for easy administration. A standard encryption and user access rights must secure each server when accessing remotely. Must be able to utilize the management station's connected media. Must have backup management port other than the primary management port for each enclosure.

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3.	Blade Server Power Supply • Number of Power Supply: at least four (4) power supply modules. • Form Factor: must be compatible with the existing blade server enclosure. • Output Power: each module must have an output power equivalent to the required power of a fully configured blade enclosure and additional power to attain the N + N redundancy. The reserve power supply must be more than one (1).	
2.	INSTALLATION AND TESTING • The winning bidder will work in parallel with PhilHealth IT technical representative during the installation and testing of the additional blade server system • The winning bidder must ensure that the proposed solution will be compatible with the existing equipment of PhilHealth • Intensive testing should be done by the winning bidder to achieve the functionality and benefits of the blade servers. • Installation period should not be more than Forty Five (45) calendar days. The winning bidder shall indicate the details of installation for the entire project. Both parties will determine the installation and implementation based upon the agreed schedule. Implementation will immediately commence upon the issuance of the Notice to Proceed. The winning bidder shall guarantee installation and testing within the specified period of agreed schedule. • The winning bidder shall indicate the details of installation and configurations of the Additional Blade Servers. The installation, testing and implementation must be agreed upon by PhilHealth and the proponent.	
3.	WARRANTY • The equipment should be covered by warranty on parts and services for at least three (3) years. The warranty period for the hardware supplied shall commence upon acceptance.	

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	• The vendor must ensure that PHILHEALTH would be given the following: ✓ Firmware updates, software patches, driver updates and agents for the management software – FREE (via www or CD/DVD) ✓ Parts replacement – FREE for the duration of the warranty period. ✓ Preventive Maintenance – FREE at least twice a year for the duration of the warranty period. ✓ Configuration – FREE assistance on product reconfiguration (on-site) for the duration of the warranty period. • During the warranty period, the winning bidder must ensure that PhiHealth would be given the Software updates and patches. Software updates must include major version updates if ever a major release will be covered within the warranty period. • The winning bidder must provide FREE Configuration assistance (on-site) for the duration of the warranty period.	
4.	AFTER- SALES SUPPORT AND MAINTENANCE	
	• During the warranty period, the winning bidder shall provide well experienced and trained technical personnel or engineers to maintain the equipment. Service engineers must be under the winning bidder's supervision in rendering the required support and maintenance. • On call support shall be available from 8:00AM to 5:00PM Monday to Friday. On-site support must be the next business day following the time of the on-call in cases wherein the phone support could not solve the problem.	
5.	DOCUMENTATION	
	• The winning bidder must provide user and system manuals and technical materials of the equipment. Complete documentation during the implementation must also be provided.	

Engr. [Signature]
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6. ACCEPTANCE	
- PhilHealth technical personnel must review and approve the installation and testing conducted by the winning bidder. - All deliverables mentioned above should be checked by PhilHealth representative and complied by the winning bidder before the final acceptance and turnover of the system. - Project acceptance must be within the thirty (30) day period. If the winning bidder failed to meet the cut-off date, a corresponding penalty for the late delivery of goods or services will be charged against the winning bidder.	
8. DELIVERY ADDRESS AND DATE	
The bidder must deliver the equipment not more than Forty Five (45) days after the effective date of the contract or the issuance of the Notice to Proceed (NTP). It must be delivered at 15th Floor Room 1503 Citystate Centre Building, 709 Shaw Blvd., Pasig City.	
8. All items in the specifications are generic and not tailor fitted to any brand.	

I hereby certify to comply with all the above Technical Specifications

Name of Company/Bidder	Signature over Printed Name of Representative	Date

[Handwritten Signature]
[Handwritten Name]