

CONTRACT FOR THE BIDDING OF ONE (1) LOT DATA DE-DUPLICATION AND DISK LIBRARY

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-

TRENDS AND TECHNOLOGIES, INC., a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. AS092-07351, issued on October 30, 1992 and existing under the laws of the Republic of the Philippines, with business address at 6/flr. Trafalgar Plaza, 105 H.V. Dela Costa St., Salcedo Vill., Makati City, represented herein by its **Head, Financial Services Group, VICTOR L. TIU**, (hereinafter called "TRENDS").

WHEREAS, PHILHEALTH invited Bids for the *Bidding on the Procurement of One (1) Lot Data De-duplication and Disk Library* and has accepted a Bid by **TRENDS** for the supply of those goods in the sum of **FIVE MILLION NINE HUNDRED NINETY EIGHT THOUSAND PESOS (Php5,998,000.00)**, (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) TRENDS' Schedule of Requirements (**Annex "A"**);
 - (b) TRENDS' Bid Form (**Annex "B"**);
 - (c) TRENDS' Technical Proposal (**Annex "C"**);
 - (d) Notice of Award (**Annex "D"**);
 - (e) BAC-ITR Resolution No. 04, 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.
3. In consideration of the payments to be made by **PHILHEALTH** to **TRENDS** as hereinafter mentioned, **TRENDS** 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 **TRENDS** 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, TRENDS** shall submit the Statement or Billing of Account and other documentary requirements as may be required by the former as condition for payment.

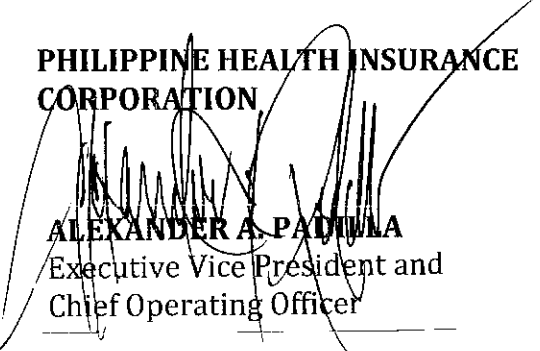
As obligation for the warranty, **PHILHEALTH** shall withhold ten percent (10%) of the total contract price stated in the Whereas Clause hereof, amounting to **Five Hundred Ninety Nine Thousand Eight Hundred Pesos (PhP599,800.00)** as retention money. **The said amount shall only be released after the lapse of the three (3) year warranty period.** Otherwise, **TRENDS** 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


TRENDS AND TECHNOLOGIES, INC.

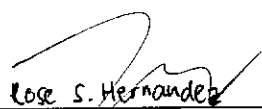

VICTOR L. TIW
Head, Financial Services Group

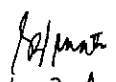
Signed in the presence of:


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


Rose S. Hernandez
Witness for **TRENDS**


Shirley Z. Amala
Witness for **TRENDS**

ACKNOWLEDGEMENT

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

BEFORE ME, this JUN 13 day of 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. #

VICTOR L. TIU
Trends and Technologies, Inc.

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of **thirty two (32) 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. 82
Page No. 18
Book No. 201
Series of 2013

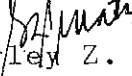
ATTY. VIRGILIO R. BATALLA
NOTARY PUBLIC FOR MAKATI CITY
APPOINTMENT NO. M-35
UNTIL DECEMBER 31, 2014
ROLL OF ATTORNEY 48348
JALE COMPLIANCE NO. III - 21854
JSP NO. 705762 - LIFETIME MEMBER
PTR NO. 356 - 4320 JAN. 2, 2013
EXECUTIVE BLDG CENTER
MAKATI AVE., COR JURISTEN ST.

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
	Data De-Duplication and Disk Library	One (1) Lot	One (1) Lot	Within Thirty (30) 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.

Trends & Technologies, Inc.	 Shirley Z. Amata	Dec. 4, 2012
Name of Company/Bidder	Signature over Printed Name of Representative	Date

Bid Form

Date: December 5, 2012
Invitation to Bid No.: 000L 2012 -006 -IT

The Chairperson
Bids and Awards Committee
PHILHEALTH

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/delivery/perform One (1) Lot Data De-Duplication and Disk Library in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS	COST per item (Inclusive of VAT)	Total Cost (Inclusive of VAT)
1 Lot Data De-Duplication and Disk Library		
TOTAL	1 Lot	1 Lot
(In Words)		
Five Million Nine Hundred Ninety Eight Thousand Pesos	PhP 5,998,000.00	PhP 5,998,000.00

(Please see attached Bill of Materials for breakdown of cost per item)

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 BIDS 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.

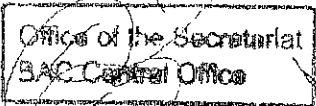
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

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 5th day of December 2012
[Signature] - Shirley Z. Amador Account Manager
[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of Trends and Technologies, Inc



TRENDS AND TECHNOLOGIES, INC
CERTIFIED TRUE COPY

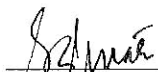
Bidding for the Procurement of ONE (1) LOT DATA DE-DUPLICATION AND DISK LIBRARY

Invitation to Bid No. DDDL 2012-006-IT

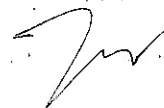
Bill of Materials

Item	Product Description	Qty	Cost per item (Inclusive of VAT)	TOTAL COST (Inclusive of VAT)
QUANTUM Components:				
Data De-Duplication and Disk Library Appliance:				
1	Quantum DXI6701 Disk Deduplication Backup Appliance with 6x1GbE connectivity, 8TB usable capacity, with Dedupe, NAS, VTL, Replication, OST, Symantec NBU OST Path-To-Tape, and DXI Advanced Reporting software included	2	Php5,163,236.27	Php5,163,236.27
2	Quantum Fibre Channel Interface Cable, optical multimode 50 micron, LC-to-LC, 49 ft (15 m)	8		
One (1) unit LTO 5 Type Drive				
3	Quantum LTO-5 Tape Drive, Half Height, Single, 1U Rackmount, 6Gb/s SAS, Black	1		
One Hundred (100) pcs. LTO 5 Type Cartridges				
4	Quantum data cartridge, LTO Ultrium 5. Must order in multiples of 20.	100		
One (1) unit Dual Port SAS Card				
5	Dual Port SAS Card	1	Php20,356.36	Php20,356.36
One (1) Lot Management Software:				
6	HDPS/CommVault Bundle	1	Php814,407.37	Php814,407.37
INCLUSIONS:				
Section VII. Technical Specifications:				
7	Item Number 3. Training (page 45 of 56 Bid Documents)	3	Php0.00	Php0.00
8	Item Number 4. Installation and Testing (page 45 of 56 Bid Documents)	1	Php0.00	Php0.00
9	Item Number 5. Maintenance / Technical Support (page 45 of 57 Bid Documents)	1	Php0.00	Php0.00
10	Item Number 6. Warranty for 3 years (page 46 of 56 Bid Documents)	1	Php0.00	Php0.00
11	Item Number 7. Availability of Service Unit and/or replacement parts (page 46 and 48 of 57 Bid Documents)	1	Php0.00	Php0.00
12	Item Number 8. Documentation (page 46 of 56 Bid Documents)	1	Php0.00	Php0.00
13	Item Number 11. Delivery (page 47 of 56 Bid Documents)	1	Php0.00	Php0.00
TOTAL (Inclusive of VAT)				Php5,998,000.00

Prepare by:



Shirley Z. Amata
Account Manager
Financial Services Group
Trends and Technologies, Inc.
December 05, 2012



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Section VII. Technical Specifications

SPECIFICATIONS	Statement of Compliance
<p><small>* 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).</small></p>	
1. SCOPE OF THE PROJECT	Statement of Compliance *
This project will cover the delivery, project management, installation, testing, maintenance, documentation, and support of the Data De-duplication and Disk Library.	Comply
2. DELIVERABLES	
<p>Delivery of the following:</p> <p style="padding-left: 40px;">Data De-duplication and Disk Library Appliance</p> <ul style="list-style-type: none"> • System Requirements • Must be at least two (2) hardware based appliance. • Must have at least eight (8) terabytes of usable capacity for each appliance. • Must be capable to scale up to 80TB usable capacity for each appliance. • Must have a minimum of six (6) 10/100/1000Mbps ethernet ports for each appliance. • Must have at least four (4) x 8GB fiber channel ports for each appliance. • Must include at least eight (8) multimode (50 micron, LC to LC) fiber channel cables with a minimum of 7.5 meters length. • Must be 100% compatible with the existing storage area network of the corporation. • Can be provisioned as a Virtual Tape Library (VTL) to emulate the common tape libraries. • Can be provisioned as Network Attached Storage (NAS) that must support CIFS, NFS and other NAS client connectivity facilities. • Must support at least 5TB per hour I/O performance. • Must be able to use Solid State Drive (SSD) technology for internal storage per disk module. • Must supply 1TB SATA disk drives. • Must support RAID 6 disk protection. 	<p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p>

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CERTIFIED TRUE COPY

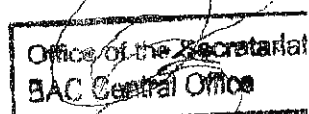
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• Must have data de-duplication technology within the appliance.	Comply
• Must be capable to have single de-duplication system which applies application specific filters to multiple backup applications.	Comply
• Must be capable to apply de-duplication across the entire appliance regardless of interface or policy using the same de-duplication pool.	Comply
• Must have remote replication via IP network capability.	Comply
• Replication traffic must be optimized using de-duplication technology and must be compressed to further reduce bandwidth usage.	Comply
• Must be capable of bi-directional replication with encryption.	Comply
• Must have dual redundant power supplies.	Comply
• Must include all available software options/licenses for de-duplication, replication, management and virtual tape creation.	Comply
• Backup and Restore Functionality	Comply
• Must be able to support scheduled backup that can be integrated at least with the following backup software:	Comply
- Symantec Backup Exec	Comply
- Symantec NetBackup	Comply
- EMC Networker	Comply
- CommVaultSimpana	Comply
- CA BrightStor	Comply
• Must be able to dynamically adapt the application specific data streams from the stated backup softwares above to optimize de-duplication.	Comply
• Must support a direct path connection to the tape library.	Comply
• Must not require data movement by the backup software server or nodes during virtual tape creation.	Comply
• Management	Comply
• Must support report management over the network.	Comply
• Must support web-based GUI console for management, setup/configuration, monitoring and tracking of virtual media.	Comply
• Must have secured connection.	Comply
• Must have at least two (2) levels of access (administrator and operator).	Comply



<ul style="list-style-type: none"> • Must provide basic information about disk usage on total data protected, actual disk usage, size of de-duplication pool, fiber channel throughput, Ethernet throughput, CPU utilization, disk I/O and etc. 	Comply
<ul style="list-style-type: none"> • Must retain a historical record of data for at least 36 months. 	Comply
<ul style="list-style-type: none"> • Must have software that provides unified view of the backup infrastructure including multiple backup appliance and tape libraries. 	Comply
<ul style="list-style-type: none"> • Must have alert features via email 	Comply
One (1) unit LTO 5 Tape Drive	Comply
<ul style="list-style-type: none"> ○ Interface: 6GB/sec SAS 	Comply
<ul style="list-style-type: none"> ○ Cartridge Capacity Native/Compressed (GB): 1500 / 3000 	Comply
<ul style="list-style-type: none"> ○ Drive Throughput Native/Compressed (MB/sec): 140 / 180 	Comply
<ul style="list-style-type: none"> ○ Average File Access Time (sec): 51 (FH), 56 (HH) 	Comply
<ul style="list-style-type: none"> ○ Must be rack mountable (must include all rack accessories) 	Comply
<ul style="list-style-type: none"> ○ Interface Connector Type: 6GB/s SAS (SFF8088) 	Comply
<ul style="list-style-type: none"> ○ Burst Transfer Rate (MB/sec) SAS (max): 600 	Comply
<ul style="list-style-type: none"> ○ Data Buffer Size: 256MB 	Comply
<ul style="list-style-type: none"> ○ Tape/Format Compatibility <ul style="list-style-type: none"> ▪ LTO-5 (read/write): 1500GB native capacity ▪ LTO-5 WORM (read/write): 1500GB native capacity ▪ LTO-4 (read/write): 800GB native capacity ▪ LTO-4 WORM (read/write): 800GB native capacity ▪ LTO-3 (read only): 400GB native capacity ▪ LTO-3 WORM (read only): 400GB native capacity 	Comply
<ul style="list-style-type: none"> ○ Tape Format specifications <ul style="list-style-type: none"> ▪ Format: LTO Ultrium 5 ▪ Recording Density: 15.143KB/mm ▪ Encoding Method: 16 Channel 32/33 RLL NPML ▪ Data Compression: ALDC 	Comply
<ul style="list-style-type: none"> ○ Must be compatible with Microsoft Windows, Sun Solaris, Red Hat Linux, SuSE Linux Operating System. 	Comply
One Hundred (100) pcs. LTO 5 Tape Cartridges	Comply
<ul style="list-style-type: none"> ○ Media: Ultrium 5 	Comply
<ul style="list-style-type: none"> ○ Capacity (Native/Compressed): 1500/3000GB (Based on 2:1 compression) 	Comply
<ul style="list-style-type: none"> ○ Number of Tracks: 1280 	Comply
<ul style="list-style-type: none"> ○ Durability: Average 1,000,000+ head passes in 	Comply

office/computer environment	
o Uses: Up to 260 full tape uses	Comply
One (1) unit Dual Port SAS Card	Comply
o Interfaces: Serial Attached SCSI (SAS) attached	Comply
o Ports: 2 x 6Gb/s SAS - Serial Attached SCSI (SAS) External (SFF8088)	Comply
o Bandwidth: 6 Gbps per physical link (port)	Comply
o Host Interface: At least PCIe 2.0	Comply
o Form Factor: Plugin Card	Comply
o Must support Microsoft Windows, Red Hat Linux and SuSE Linux Operating System	Comply
One (1) Lot Management Software that has the following capabilities:	Comply
o Must be able to provide configuration, deployment, and management of virtual machines and services for private and public clouds.	Comply
o Must be able to provide event-driven operations monitoring, performance tracking, security policy enforcement, and auditing capability	Comply
o Must have a workflow management solution for the data center. Automate the creation, monitoring, and deployment of resources.	Comply
o Must have a tool for automating and adapting IT service management, incident and problem resolution, change control, and asset lifecycle management.	Comply
o Must provide management for virtualized environment. It enables configuration and management of virtualized machines.	Comply
o Must have disk-based and tape-based data protection and recovery.	Comply
o Must have protection licenses for at least two (2) Exchange 2010 servers or later.	Comply
o Must have protection licenses for one (1) DFS server	Comply
o Must have protection licenses for one (1) Sharepoint 2010 or later.	Comply
o Must have protection license for one (1) SQL Server 2010 or later.	Comply
o Must provide anti-malware and security solution for the Microsoft platform.	Comply
o Must provide solution for change and configuration management.	Comply

Optional as per Bid Bulletin issued Nov. 24, 2012
Not included in the Bid Proposal

Optional as per Bid Bulletin issued Nov. 24, 2012
Not included in the Bid Proposal

Optional as per Bid Bulletin issued Nov. 24, 2012
Not included in the Bid Proposal

3. TRAINING

The winning bidder must provide in-depth technical training for systems engineers who will be supporting the appliance. The training must focused on implementation, configuration and management of the components being offered and must include hands-on exercises. To validate the training's effectivity, the winning bidder must provide the training course listed below and must be conducted by an authorized testing center and certified trainer. All expenses that pertain to the said training should be shouldered by the winning bidder.

Course	Participants
Data De-duplication and Disk Library Configuration and Management Workshop	3

Comply

Comply

4. INSTALLATION AND TESTING

- The winning bidder must ensure that the proposed equipment and all included components should be 100% compatible with the existing infrastructure of the corporation.
- Intensive testing should be done by the winning bidder together with PhilHealth I.T. personnel to achieve the functionality and benefits of the equipment and must provide an actual result of the testing upon installation.

Comply

Comply

5. MAINTENANCE/ TECHNICAL SUPPORT

- During the warranty period, the vendor shall provide highly technical personnel to service all the equipment including its components/peripherals whenever hardware and/or any related problem should occur.
- On call support shall be available 24 hours a day, 7 days a week. A one (1) hour response from time of the call (through telephone call) shall be provided. Onsite support must have a response time of not more than 4 hours from the time of the call in cases where in the phone support could not solve the problem.
- On hardware repair, testing shall be done on-site to know the extent of the problem. All components beyond repair shall be replaced at no cost during the effectivity and conditions of the warranty. Service units should be available for the system and

Comply

Comply

Comply

NO 006-001

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TRFNDS AND TECHNOLOGIES, INC.

peripherals a day after testing and diagnosis for replacement of the defective unit(s).	Comply
<ul style="list-style-type: none"> The winning bidder must provide expert personnel to service the proposed equipment whenever any related problem should occur. The winning bidder must shoulder all expenses of the technical person(s) who will be providing the technical services on-site. 	Comply
6. WARRANTY	
<ul style="list-style-type: none"> The equipment should be covered by warranty on all parts, components, software and services for at least three (3) years. The warranty period for the hardware supplied shall commence upon acceptance. 	Comply
<ul style="list-style-type: none"> The winning bidder must ensure that PhilHealth would be given the following: <ul style="list-style-type: none"> Regular firmware updates, software patches, driver updates and agents for the management software – FREE (via www or CD) 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 equipment reconfiguration (on-site) for the duration of the warranty period. 	Comply
7. AVAILABILITY	
<ul style="list-style-type: none"> Hardware components that cannot be repaired must be provided with a service unit. Service unit and/or replacement parts must be available at all times. 	Comply
<ul style="list-style-type: none"> The component(s) that has been replaced must be operational within four (4) hours including response time of two (2) hours. 	comply
8. DOCUMENTATION	
The winning bidder must provide user and system manuals and technical materials of the Data De-duplication and Disk Library including all components. Complete documentation of hardware, software, utility and CDs must be provided including the inventory of components and serial numbers.	Comply

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TRENDS AND TECHNOLOGIES INC.

8. OTHER REQUIRMENTS	
<ul style="list-style-type: none"> The winning bidder must provide certification that they are certified reseller or partner of the proposed equipment from the manufacturer. 	Comply
<ul style="list-style-type: none"> The winning bidder must provide certification that they are certified technical service support provider of the proposed equipment from manufacturer. 	Comply
9. ACCEPTANCE	
PhilHealth technical personnel must review and conduct a physical testing on of the delivered equipment based on its functions. All deliverables mentioned above should be checked by PhilHealth and complied by the winning bidder before the final acceptance and turn over of the project.	Comply
8. DELIVERY ADDRESS AND DATE	
The winning bidder must deliver the IT equipment not more than thirty (30) days after the effective date of the contract or the purchase order. IT equipment must be delivered at CityState Centre Building, 709 Shaw Blvd., Pasig City.	Comply
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.

Trends and Technologies, Inc.

Shirley Z. Amata

Dec. 4, 2012

Name of Company/Bidder

Signature over Printed Name of Representative

Date

006.001

Office of the Secretariat
BAC Central Office



NOTICE OF AWARD

Date Issued: **04 MAR 2013**

Ms. SHIRLEY Z. AMATA

TRENDS AND TECHNOLOGIES, INC.

6/Ftr. Trafalgar Plaza, 105 H.V. Dela Costa St., Makati City

Tel. No. 811-8181

Telefax: 814-0130

Dear Ms. Amata:

We are pleased to notify you that your bid proposal for the procurement of **One (1) Lot Data De-duplication and Disk Library** for the execution of *Trends and Technologies, Inc.* at the Contract Price equivalent to **Five Million Nine Hundred Ninety Eight Thousand pesos (PhP5,998,000.00)** 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:

Ms. SHIRLEY Z. AMATA

TRENDS AND TECHNOLOGIES, INC.

Date: **March 5, 2013**

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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. 04, S. 2013**

**RESOLUTION RECOMMENDING THE DECLARATION OF TRENDS AND TECHNOLOGIES, 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 DATA DE-DUPLICATION AND DISK LIBRARY**

WHEREAS, pursuant to BAC-ITR Resolution No. 39, s. 2012, the BAC-ITR recommended the Post-Disqualification of Sandz Solutions Philippines, Inc. (Sandz) for the Procurement of One (1) Lot Data De-duplication and Disk Library and directed the Technical Working Group (TWG) to proceed with the Post-qualification of the bidder with the Second (2nd) Lowest Calculated Bid;

WHEREAS, the TWG conducted an evaluation for Trends and Technologies, Inc. (Trends) on February 4 and 5, 2013 and presented its report in the BAC-ITR meeting held on February 6, 2013 and informed the committee that the bid proposal of Trends 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 Trends and Technologies, 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 Secretary of Health/ Chairman of the Board and OIC- President and CEO the award of the contract for the bidding on the procurement of **One (1) Lot Data De-duplication and Disk Library to TRENDS AND TECHNOLOGIES, INC.**

IT IS SO RESOLVED.

Signed this 6th day of January 2013 at Pasig City


SVP EDGAR JULIO S. ASUNCION
Chairperson


VP EVELYN C. BANGALAN
Vice-Chairperson

BAC-ITR Resolution- Award of Contract to Trends and Technologies, Inc.

Y. Law
SM EVANGELINE F. RACELIS
Member

[Signature]
ATTY. JERRY F. IBAY
Member

[Signature]
ATTY. ALFREDO B. PINEDA II
Member

[Signature]
SM MA. SOPHIA B. VARLEZ
Member


[Signature]
VP RUBEN JOHN A. BASA
End-user/Member


☒ APPROVED
☐ DISAPPROVED
☐ Others _____


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

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

BAC-ITR Resolution- Award of Contract to Trends and Technologies, Inc.

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for

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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.

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

8. **Procuring Entity's Responsibilities**

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

9. **Prices**

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

10. **Payment**

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

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

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

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

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

12. Taxes and Duties

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

13. Performance Security

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

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

14. Use of Contract Documents and Information

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

15. Standards

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

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The 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

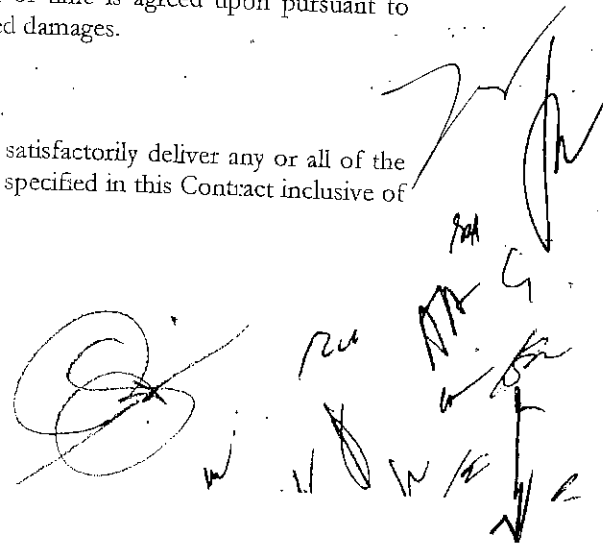
- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. 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

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

20. Settlement of Disputes

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

21 Liability of the Supplier

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

22. Force Majeure

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

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

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

23. Termination for Default

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

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

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

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

24. Termination for Insolvency

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

25. Termination for Convenience

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

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 Six Million Pesos (PhP6, 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	<p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI.</p> <p>Delivery and Documents –</p> <p>The Delivery terms of this Contract shall be as follows:</p> <p>One (1) Lot Data De-Duplication and Disk Library shall be delivered to Room 1503, 15th Floor Citystate Centre Bldg., 709 Shaw Blvd., Bgy. Oranbo, Pasig City. Risk and title will pass from the Supplier to PhilHealth upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods and Services to the Project Site, the Supplier shall notify PhilHealth and present the following documents to PhilHealth:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

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

13.4(c)	NO FURTHER INSTRUCTIONS
16.1	<p>The bidders should be able to comply with the following:</p> <ul style="list-style-type: none"> • The winning bidder should work in parallel with PHILHEALTH during the installation, testing, and commissioning of the Project. • The bidders must ensure that the proposed One (1) Lot Data De-Duplication and Disk Library 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 Data De-Duplication and Disk Library.
17.3	<ul style="list-style-type: none"> • The maintenance period will be for a period of three (3) years. • All software/hardware should be covered by warranty on services, upgrades and updates on the One (1) Lot Data De-Duplication and Disk Library within the maintenance period which shall commence upon acceptance of the delivered goods.
17.4	<p>The period for correction of defects within the warranty period are:</p> <ul style="list-style-type: none"> • The bidders should be able to provide expert personnel to service the One (1) Lot Data De-Duplication and Disk Library 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.

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Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION

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



BID BULLETIN

**BIDDING FOR THE PROCUREMENT OF ONE (1) LOT DATA DE-DUPLICATION
AND DISK LIBRARY**

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 Data De-Duplication and Disk Library (ITB No.DEDL 2012-006-IT)*, viz:

PROVISIONS/QUERIES	AMENDMENT / CLARIFICATION
<p>On page 41:SECTION VII TECHNICAL SPECIFICATIONS</p> <p>DELIVERABLES</p> <p>Data De-duplication and Disk Library Appliance</p> <ul style="list-style-type: none">• System Requirements (11th and 12th Bullet)• Must be able to use Solid State Drive (SSD) technology for internal storage per disk module.• Must supply 1TB SATA disk drives.	<p>The BAC-ITR, Technical Working Group (TWG) and the End-user would like to inform the bidders of the following:</p> <p>The proponent can use either SSD technology or SATA Disk Drives as long as the capacity required and the speed is complied.</p>
<p>On page 44:SECTION VII TECHNICAL SPECIFICATIONS</p> <p>DELIVERABLES</p> <p>One (1) Lot Management Software that has the following capabilities:</p> <p>(4th Bullet)</p> <ul style="list-style-type: none">○ Must have a tool for automating and adapting IT service management, incident and problem resolution, change control, and asset lifecycle management. <p>(11th and 12th Bullet)</p> <ul style="list-style-type: none">○ Must provide antimalware and security solution for the Microsoft platform.○ Must provide solution for change and configuration management.	<p>The BAC-ITR, Technical Working Group (TWG) and the End-user would like to inform the bidders of the following:</p> <p>The capabilities for the Management Software specified on bullets 4, 11 and 12 is optional.</p>

BID BULLETIN: Procurement of One (1) Lot Data De-duplication and Disk Library

[teamphilhealth](https://www.facebook.com/PhilHealth)

www.facebook.com/PhilHealth

info@philhealth.gov.ph

[Handwritten signatures and initials]

REMINDERS:

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

This BID BULLETIN shall form part of the eligibility and technical bid proposal to be submitted on **December 5, 2012**.

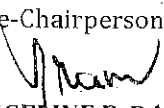
The deadline for submission of bid proposals will be on **December 5, 2012, 1:30 p.m.** Likewise, **Opening of Bids** will commence on the said date and time.

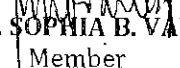
Those bidders who obtained the bidding documents for this project and would not submit their respective bid proposals on **December 5, 2012** **must submit a letter of non-participation** stating their reasons at the Office of the Secretariat for the Bids and Awards Committees. The letter of non-participation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


Issued this 28th day of November 2012.


SVP EDGAR JULIO S. ASUNCION
Chairperson

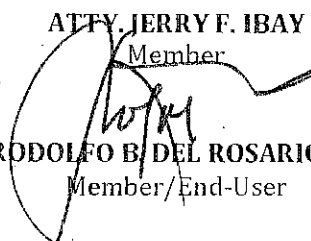
VP EVELYN C. BANGALAN
Vice-Chairperson


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 Data De-duplication and Disk Library

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