

CONTRACT FOR THE BIDDING OF ONE (1) LOT DATA STORAGE

THIS AGREEMENT made on the ____ day of ____ 2014 between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation created and existing by virtue of R.A. 7875, otherwise known as the "National Health Insurance Act of 1995", with office address at 18th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **OIC-Executive Vice-President and Chief Operating Officer, RAMON F. ARISTOZA JR.**, (hereinafter called "PHILHEALTH").

-and-

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").

WHEREAS, PHILHEALTH invited Bids for the *Bidding on the Procurement of One (1) Lot Data Storage* and has accepted a Bid by **SANDZ INTERNATIONAL, INC.** for the supply of those goods in the sum of **FOURTEEN MILLION SEVEN HUNDRED SIXTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY PESOS (PhP14,768,880.00)**, (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) SANDZ's Schedule of Requirements (**Annex "A"**);
 - (b) SANDZ's Bid Form (**Annex "B"**);
 - (c) SANDZ's Technical Proposal and its Appendices (**Annex "C"**);
 - (d) Notice of Award (**Annex "D"**);
 - (e) BAC-ITR Resolution No. **08**, s. 2014 (**Annex "E"**);
 - (f) General Conditions of the Contract (GCC) (**Annex "F"**);
 - (g) Special Conditions of the Contract (SCC) (**Annex "G"**); and
 - (h) Bid Bulletin (**Annex "H"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **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 Million Four Hundred Seventy Six Thousand Eight Hundred Eighty Eight Pesos (PhP1,476,888.00)** 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.
8. If during the warranty period, some or all of the provisions are not met or will not be met, the proponent must notify PHIC within three (3) working days. If no notification is received within the said period, PHIC will impose penalty/ sanction according to existing government laws.


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

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

PHILIPPINE HEALTH INSURANCE CORPORATION


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


SANDZ SOLUTIONS PHILS., INC.

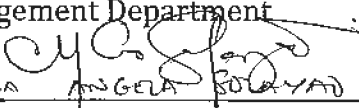

ENRIQUE G. VELASCO
President and CEO

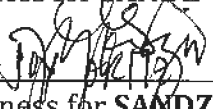
Signed in the presence of:


SVP EDGAR JOHN S. ASUNCION
Chief Legal Executive


HANNAH LORRAINE DALISAY
Division Chief
Accounting and Internal Control Department


OIC SM BOBBY A. CRISOSTOMO
Information Technology
Management Department


MARIA ANGELA SOLAYAD
Witness for **SANDZ**


Witness for **SANDZ**

ACKNOWLEDGEMENT

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

BEFORE ME, this ____ day of MAY 05 2014, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

RAMON F. ARISTOZA JR.
Philippine Health Insurance Corp.


PHILHEALTH I.D. #

ENRIQUE G. VELASCO
Sandz Solutions Phils., Inc.

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of ***fifty three (53) 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. 128
Page No. 47
Book No. XXI
Series of 2014


ATTY. GERVACIO 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. 4225505 Jan. 2, 2014/Makati
Makati City Roll No. 40091
101 Urban Ave., Ergy. Pio del Pilar,
Makati City

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PHILIPPINES
MILLENNIUM

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS
LAND TRANSPORTATION OFFICE
EAST AVE. QUEZON CITY

NON-PROFESSIONAL

LAST NAME, FIRST NAME, MIDDLE NAME
VELASCO, ENRIQUE GALANG

ADDRESS (NO., STREET, CITY, MUN., PROVINCE)
7655 PINE ST MARCELO GREEN VILQUE CITY

BIRTH DATE SEX HT (cm) WT (kg) NATIONALITY
1957-10-01 M 180 50 FIL

RESTRICTIONS CONDITIONS AGY EXPIRES
2 A N11 2014-10-01

LICENSE NO.
N11-01-266244

SIGNATURE OF LICENSEE

VERONICA Z. TORRES
ASST. SECRETARY

PHILIPPINES
MILLENNIUM

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS
LAND TRANSPORTATION OFFICE
EAST AVE. QUEZON CITY

NON-PROFESSIONAL

LAST NAME, FIRST NAME, MIDDLE NAME
ORTIZ, JENNIFER JOY GONZALES

ADDRESS (NO., STREET, CITY, MUN., PROVINCE)
RAMA 325 EAST RAYA GRONE MERCEDES AVE SAN MIGUEL PASIG

BIRTH DATE SEX HT (cm) WT (kg) NATIONALITY
1973-10-23 F 157 56 FIL

RESTRICTIONS CONDITIONS AGY EXPIRES
2 N13 2015-10-23

LICENSE NO.
N11-01-266244

SIGNATURE OF LICENSEE

VERONICA Z. TORRES
ASST. SECRETARY

PHILIPPINES
MILLENNIUM

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS
LAND TRANSPORTATION OFFICE
EAST AVE. QUEZON CITY

NON-PROFESSIONAL

LAST NAME, FIRST NAME, MIDDLE NAME
SOLAYAO, MARIA ANGELA OARGA

ADDRESS (NO., STREET, CITY, MUN., PROVINCE)
UNITE 33 SEATTLE ST CUBAO QC

BIRTH DATE SEX HT (cm) WT (kg) NATIONALITY
1980-01-08 F 140 50 FIL

RESTRICTIONS CONDITIONS AGY EXPIRES
2 N11 2017-01-08

LICENSE NO.
N11-01-266244

SIGNATURE OF LICENSEE

VERONICA Z. TORRES
ASST. SECRETARY

2017-01-08


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 Storage	One (1) Lot	One (1) Lot	Within <u>Forty Five (45) Calendar Days</u> after the issuance and receipt of the winning bidder of the Notice to Proceed.

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

January 8, 2013
Date



Bid Form

Date: January 8, 2014
 Invitation to Bid No.: DS 2013-016-IT

The Chairperson
 Bids and Awards Committee
 PHILHEALTH

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/delivery/perform One (1) Lot IT Data Storage in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS	COST per item (Inclusive of VAT)	Total Cost (Inclusive of VAT)
One (1) Lot Data Storage Project Components: 71 x 600GB 3.5in 15K RPM SAS drives 31 x 200GB 2.5in EFD drives 51 x 300GB 2.5in 15K RPM SAS drives 27 x 3TB 3.5in 7.2K RPM SAS drives 11 x Disk Drive Enclosures 2 x Brocade DS-300B fibre channel switches: - 24 ports activated on each switch - 48 x 10M fiber cables for connectivity Training Vouchers for 3 engineers Includes EMC Professional Services (Planning, design and Implementation) Includes Three (3) year EMC Premium Support (Hardware and Software Warranty)	Php 14,768,880.00	Php 14,768,880.00
TOTAL (In Words) FOURTEEN MILLION SEVEN HUNDRED SIXTY- EIGHT THOUSAND, EIGHT HUNDRED EIGHTY PESOS ONLY		Php 14,768,880.00

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 0 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 8th day of January 2014.


[signature]

Maria Angela O. Solayao
[in the capacity of]

Duly authorized to sign Bid for and on behalf of Sandz Solutions Philippines, Inc.

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Section VII. Technical Specifications

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*
<p>This project will cover the delivery, project management, installation, testing, maintenance, documentation, and support of Data Storage for 2013 project. Specifically, the winning bidder shall provide the following deliverables:</p> <p>1. Delivery of the following:</p> <ul style="list-style-type: none"> • Storage Disks <ul style="list-style-type: none"> ▪ Must have at least thirty one (31) x 200GB solid state disk drives compatible with 6Gbps disk enclosure. ▪ Must have at least seventy one (71) x 600GB 15k RPM dual ported 6Gbps fiber channel disk drives compatible with 6Gbps disk enclosure. ▪ Must have at least fifty one (51) x 300GB 15k RPM dual ported 6Gbps fiber channel disk drives compatible with 6Gbps disk enclosure. 	<p>COMPLY – Our proposed solution includes thirty one (31) x 200GB solid state disk drives compatible with 6Gbps disk enclosure.</p> <p>Please see the attached bill of materials (BOM).</p> <p>COMPLY- Our proposed solution includes seventy one (71) x 600GB 15k RPM dual ported 6Gbps fiber channel disk drives compatible with 6Gbps disk enclosure.</p> <p>Please see the attached bill of materials (BOM).</p> <p>COMPLY – Our proposed solution includes fifty one (51) x 300GB 15k RPM dual ported 6Gbps fiber channel disk drives compatible with</p>

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<ul style="list-style-type: none"> ▪ Must have at least twenty seven (27) x 3TB 7.2K RPM SATA II disk drives compatible with 6Gbps disk enclosure. 	<p>6Gbps disk enclosure. Please see the attached bill of materials (BOM).</p> <p>COMPLY – Our proposed solution includes twenty seven (27) x 3TB 7.2K RPM SATA II disk drives compatible with 6Gbps disk enclosure. Please see the attached bill of materials (BOM).</p>
<ul style="list-style-type: none"> ▪ Must be hot swappable 	<p>COMPLY – All proposed disk drives are hot swappable. Please see appendix A, VNX Specification Sheet Pages 4-5.</p>
<ul style="list-style-type: none"> ▪ Solid state disk drives should have separate enclosure(s) from the mechanical/conventional disk drives. 	<p>COMPLY – Our proposed solution includes separate disk enclosures for solid state drives. Please see the attached bill of materials (BOM).</p>
<ul style="list-style-type: none"> ▪ Must be compatible with the existing disk enclosures 	<p>COMPLY – All proposed disk drives are compatible with the existing disk enclosures Please see appendix A, VNX Specification Sheet Pages 4-5.</p>
<ul style="list-style-type: none"> ▪ Must be compatible with the existing storage system 	<p>COMPLY – All proposed disk drives and enclosures are compatible with the existing storage system Please see appendix A, VNX Specification Sheet Page 1.</p>
<ul style="list-style-type: none"> ▪ Must be manageable by the existing storage management software. 	<p>COMPLY – Our proposed solution includes management software called unisphere that can manage all</p>

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	<p>PHIC's EMC storage array. Please see appendix B, VNX Data Sheet Page 6</p>
<ul style="list-style-type: none"> • Disk Enclosures <ul style="list-style-type: none"> ▪ Must have enough disk enclosure(s) to accommodate the number of required disks using optimum configuration according to best practice. ▪ Must support 6Gbps fiber channel, SATA-II, SATA-II low power disk and solid state disk drives. ▪ Disk enclosure(s) must support at least 4Gbps back-end fiber channel arbitrated loop connectivity access to Storage/Control Processors. ▪ Must support hot swappable disk drives. ▪ Disk Enclosures must have redundant and hot-swappable power supplies and cooling fans for high-availability. 	<p>COMPLY – Our proposed solution includes enough disk enclosure(s) to accommodate the number of required disks using optimum configuration according to best practice. Please see the attached bill of materials (BOM).</p> <p>COMPLY – Our proposed solution support 6Gbps fiber channel, SATA-II, SATA-II low power disk and solid state disk drives. Please see appendix A, VNX Specification Sheet Pages 4-5.</p> <p>COMPLY – Our proposed solution support at least 6Gbps back-end Serial Attached SCSI (SAS) buses connectivity access to Storage/Control Processors. Please see appendix A, VNX Specification Sheet Page 4.</p> <p>COMPLY – All proposed disk enclosures and disk drives are hot swappable. Please see appendix A, VNX Specification Sheet Pages 4-5.</p> <p>COMPLY – All proposed disk enclosures have redundant and hot-swappable power supplies and cooling fans for high-availability. Please see appendix A, VNX Specification Sheet Page 9.</p>

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<ul style="list-style-type: none"> ▪ Must include all related cables (fiber channel back-end & power cables). 	<p>COMPLY – Our proposed solution includes all related cables (fiber channel back-end & power cables). Please see the attached bill of materials (BOM).</p>
<ul style="list-style-type: none"> ▪ Must be compatible with the existing storage system 	<p>COMPLY – All proposed disk drives and enclosures are compatible with the existing storage system Please see appendix A, VNX Specification Sheet Page 1.</p>
<ul style="list-style-type: none"> • Fiber Channel Switch <ul style="list-style-type: none"> ▪ Must have at least two (2) x fiber channel switches. 	<p>COMPLY – Our proposed solution includes two (2) x fiber channel switches, 24 ports active on each switch. Please see the attached bill of materials (BOM).</p>
<ul style="list-style-type: none"> ▪ Must support Small Form-factor Pluggable (SFP) or SFP+ transceiver modules. 	<p>COMPLY – Our proposed solution support Small Form-factor Pluggable (SFP) or SFP+ transceiver modules. Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 1.</p>
<ul style="list-style-type: none"> ▪ Must have 24 ports per fiber channel switch including the required licenses. 	<p>COMPLY – Our proposed solution includes two (2) x fiber channel switches, 24 ports active on each switch. Please see the attached bill of materials (BOM).</p>
<ul style="list-style-type: none"> ▪ Must have at least forty eight (48) x SFP or SFP+ fiber channel (optical) ports license. 	<p>COMPLY – Our proposed solution includes two (2) x fiber channel switches, forty eight (48) x SFP or SFP+ fiber channel (optical) ports license. Please see the attached bill of materials (BOM).</p>

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<ul style="list-style-type: none"> ▪ Must be auto-sense and auto-negotiate of port speed from 8Gbps, 4Gbps, and 2Gbps. 	<p>COMPLY – Our proposed solution support auto-sense and auto-negotiate of port speed from 8Gbps, 4Gbps, and 2Gbps.</p> <p>Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 1.</p>
<ul style="list-style-type: none"> ▪ Must support native 8Gbps and/or backward full compatibility to 4Gbps SFP media interface, capable to intermix within the same switch. 	<p>COMPLY – Our proposed solution support native 8Gbps and/or backward full compatibility to 4Gbps SFP media interface, capable to intermix within the same switch.</p> <p>Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 1.</p>
<ul style="list-style-type: none"> ▪ Must support any combination of short wave long wave and enhanced long wave optical within the same switch for extended distance connectivity. 	<p>COMPLY – Our proposed solution support any combination of short wave long wave and enhanced long wave optical within the same switch for extended distance connectivity.</p> <p>Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 2</p>
<ul style="list-style-type: none"> ▪ Must support exchanged-based dynamic path selection (DPS) optimized fabric-wide performance and load balancing by automatically routing data to the most efficient available path in the fabric. 	<p>COMPLY – Our proposed solution support exchanged-based dynamic path selection (DPS) optimized fabric-wide performance and load balancing by automatically routing data to the most efficient available path in the fabric.</p> <p>Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 2</p>
<ul style="list-style-type: none"> ▪ Must support advanced zoning (default zoning, port-WWW zoning, broadcast zoning). 	<p>COMPLY – Our proposed solution support advanced zoning (default zoning, port-WWW zoning, broadcast</p>

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	zoning). Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 2
<ul style="list-style-type: none"> ▪ Must support advanced performance monitoring. 	<p>COMPLY – Our proposed solution support advanced performance monitoring. Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 2</p>
<ul style="list-style-type: none"> ▪ Must support online and offline diagnostics that enables the administrators to monitor ports and diagnose problems while the switch is operational. 	<p>COMPLY – Our proposed solution support online and offline diagnostics that enables the administrators to monitor ports and diagnose problems while the switch is operational. Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 3</p>
<ul style="list-style-type: none"> ▪ Must support F_Port, FL_port, E_port, M_port (Mirror port), EX_port (Fiber Channel Integrated Routing) self-discovery based on switch type (U_port). 	<p>COMPLY – Our proposed solution support F_Port, FL_port, E_port, M_port (Mirror port), EX_port (Fiber Channel Integrated Routing) self-discovery based on switch type (U_port). Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 1</p>
<ul style="list-style-type: none"> ▪ Power supplies, fans and I/O (SFP) modules must be hot-pluggable. 	<p>COMPLY – Our proposed solution supports hot-pluggable Power supplies, fans and I/O (SFP) modules Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 1</p>
<ul style="list-style-type: none"> ▪ Must have at least one (1) 10/100 Ethernet port (RJ-45) for remote management and configuration 	<p>COMPLY – Our proposed solution includes at least one (1) 10/100 Ethernet port (RJ-45) for remote management and</p>

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	configuration Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 2
▪ Must have redundant power supplies.	COMPLY – Our proposed solution support redundant power supplies. Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 4
▪ Must support non-disruptive firmware updates.	COMPLY – Our proposed solution support non- disruptive firmware updates through dedicated USB port. Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 2
▪ Must have at least one (1) USB slot with port for firmware download, save and configuration upload/download.	COMPLY – Our proposed solution have at least one (1) USB slot with port for firmware download, save and configuration upload/download. Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 2
▪ Must support browser based web-tools management with intuitive GUI display.	COMPLY – Our proposed solution support browser based web-tools management with intuitive GUI display. Please see appendix C, EMC Connectrix DS-300B Specification Sheet Page 2
▪ Must support management capability through telnet, SNMP, SMI-S, Fabric Manager and Fabric API.	COMPLY – Our proposed solution support management capability through telnet, SNMP, SMI-S, Fabric Manager and Fabric API Please see appendix C, EMC Connectrix DS-300B

<ul style="list-style-type: none"> ▪ Must have forty eight 48 x 10m fiber cable LC to LC. ▪ Must be compatible with the existing storage systems – EMC CLARiON CX500, CX4-960, NS 960 and VNX7500. 	<p>Specification Sheet Page 2</p> <p>COMPLY – Our proposed solution includes forty eight 48 x 10m fiber cable LC to LC. Please see the attached bill of materials (BOM).</p> <p>COMPLY – Our proposed solution is compatible with the existing storage systems – EMC CLARiON CX500, CX4-960, NS 960 , VNX7500 and all VNX Array.</p>
2. INSTALLATION AND TESTING	
<ul style="list-style-type: none"> ▪ The winning bidder must ensure that the proposed equipment and all included components should be 100% compatible with the existing storage system 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. 	<p>COMPLY - Our proposed solution and all its components are 100% compatible with the existing storage system of the corporation</p> <p>COMPLY – Sandz together with PhilHealth I.T. personnel will do intensive testing to achieve the functionality and benefits of the equipment and will provide an actual result of the testing upon installation..</p>
3. MAINTENANCE / TECHNICAL SUPPORT	
<ul style="list-style-type: none"> ▪ During the warranty period, the winning bidder 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 	<p>COMPLY - EMC and SANDZ together has highly skilled certified technical personnel to provide services to all PHIC equipment including its components/peripherals whenever hardware and/or any related problem should occur</p> <p>COMPLY - Our solution</p>

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<p>days a week. A one (1) hour response from the 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.</p> <ul style="list-style-type: none"> 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 peripherals a day after testing and diagnosis for replacement of the defective unit(s). 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. 	<p>includes pro active support monitoring and available support hotline 24 x 7 with 1 hour response time. Onsite support is available with 4 hours response time within the warranty period.</p> <p>COMPLY - Our Solution includes parts and service unit availability for repair, testing and replacement on site with no cost to PHIC during the warranty period of the equipment. On hardware repair, testing will be done on-site to know the extent of the problem</p> <p>COMPLY - EMC and SANDZ together has highly skilled certified technical personnel to provide services to all PHIC equipment related to this project</p> <p>COMPLY - All implementation related expenses for all technical persons involved in this project will be provided by SANDZ.</p>
<p>4. WARRANTY</p>	
<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. The winning bidder must ensure that 	<p>COMPLY - Our solution includes 3 years warranty for all hardware parts, components, software and services of the proposed solution. The warranty period for the hardware supplied shall commence upon acceptance.</p>

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<p>PhilHealth would be given the following:</p> <ul style="list-style-type: none"> o Regular firmware updates, software patches, driver updates and agents for the management software – FREE (via www or CD) o Parts replacement – FREE for the duration of the warranty period. o Preventive Maintenance – FREE at least twice a year for the duration of the warranty period. o Configuration – FREE assistance on equipment reconfiguration (on-site) for the duration of the warranty period. 	<p>COMPLY- Our solution includes regular firmware updates, software patches, driver updates and agents for the management software all free of charge during the warranty period.</p> <p>COMPLY- Parts replacement are available free of charge during the warranty period.</p> <p>COMPLY - Preventive Maintenance will be provided at least twice a year for the duration of the warranty period.</p> <p>COMPLY - Our solution includes free assistance on equipment reconfiguration (on-site) for the duration of the warranty period.</p>
<p>5. AVAILABILITY</p>	
<ul style="list-style-type: none"> • The winning bidder must provide pro-active maintenance support that automatically generated report and sends notification to the manufacturers 24 x 7 call support centers in cases of system (hardware and software) abnormality so that components will be replaced and errors will be fixed before failure occurs. • 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. 	<p>COMPLY - Our solution includes pro active support monitoring and available support hotline 24 x 7 with 1 hour response time. Onsite support is available with 4 hours response time. Parts will also replaced as needed to solve the problem</p> <p>COMPLY – Our Solution includes parts and service unit availability for repair, testing and replacement parts which all available at all times within warranty period.</p>

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<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 –Our solution includes service level agreement to replaced parts within 4 hours and a response time of 2 hours.
6. TECHNOLOGY TRANSFER	
<ul style="list-style-type: none"> The winning bidder must provide training for at least three (3) PhilHealth engineers who are managing the storage system. The training should be conducted by a certified storage instructor and in a certified training center. Comprehensive training program including hands on exercises must be included in the course. The winning bidder must provide training voucher or training credit for at least one (1) course. The title of the course will be chosen by PhilHealth accordingly which depends on the required expertise to effectively manage the storage environment. 	COMPLY – Our proposed solution will provide training vouchers for at least three (3) PhilHealth engineers who are managing the storage system. The training will be conducted by a certified storage instructor and in a certified training center. Comprehensive training program including hands on exercises must be included in the course. The title of the course will be chosen by PhilHealth accordingly which depends on the required expertise to effectively manage the storage environment.
7. DOCUMENTATION	
<p>The winning bidder must provide user and system manuals and technical materials of the project including all components. Complete documentation of hardware, software, utility and CDs must be provided including the inventory of components and serial numbers.</p>	COMPLY - Our solution includes documentation, CDs and manual for all the component, user, system manuals and technical materials of the project including all components. Complete documentation of hardware, software, utility and CDs will be provided including the inventory of components and serial numbers.
8. OTHER REQUIREMENTS	

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<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. The winning bidder must provide certification that they are certified technical service support provider of the proposed equipment from the manufacturer. 	<p>COMPLY - Certification from manufacturer is included in this documentation</p> <p>COMPLY - Certification from manufacture is included in this documentation</p>
<p>9. ACCEPTANCE</p>	
<p>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.</p>	<p>COMPLY - We will provide intensive testing together with PhilHealth personnel on the agreed user acceptance test criteria before the final acceptance and turn over of the project.</p>
<p>10. DELIVERY ADDRESS AND DATE</p>	
<p>The bidder must deliver the IT equipment not more than forty-five (45) calendar 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.</p>	<p>COMPLY -We will COMPLY on the agreed delivery timeline within 45 calendar days after the NTP. All equipment will be delivered at CityState Centre Building, 709 Shaw Blvd., Pasig City. In case the servers and the storage array will be transferred to another location during or we will install the equipment and its peripherals in the new site. All expenses that will be incurred during the installation should be shouldered by Sandz.</p>

I hereby certify to **COMPLY** with all the above Technical Specifications

Sandz Solutions Philippines, Inc.
Name of Company/Bidder

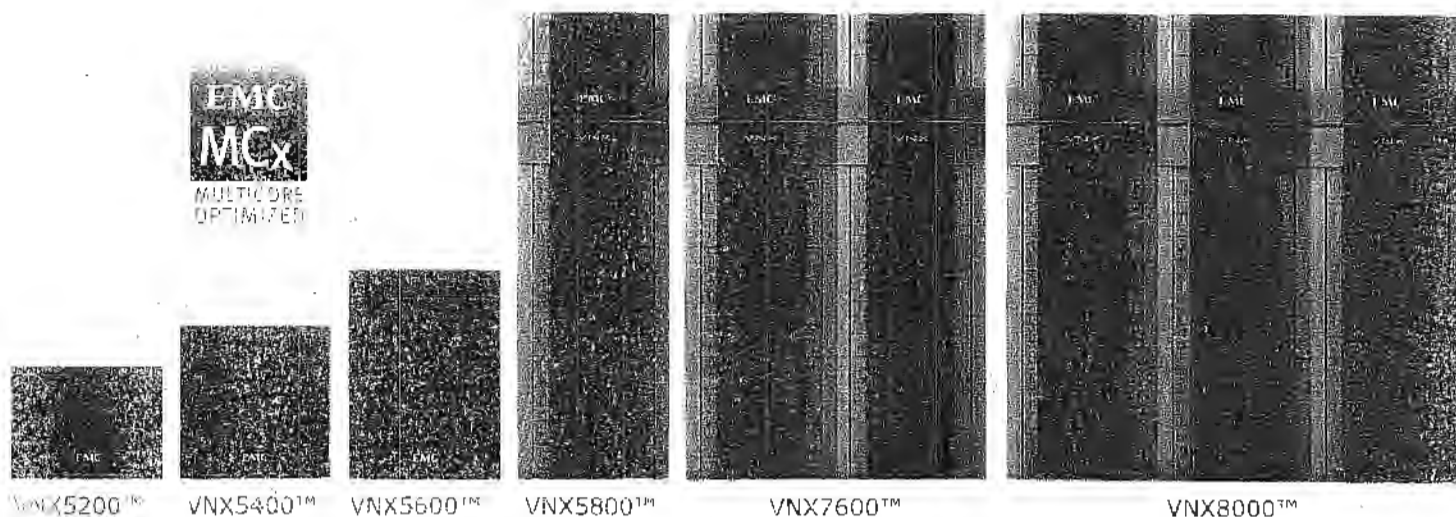

Maria Angela O. Solayao
Signature over Printed Name of Representative

January 8, 2014
Date



EMC VNX SERIES UNIFIED STORAGE SYSTEMS

EMC® VNX™ series unified storage systems deliver uncompromising scalability and flexibility for the mid-tier while providing market-leading simplicity and efficiency to minimize total cost of ownership.

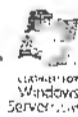


Specifications

ARCHITECTURE

Based on the powerful new family of Intel Xeon E5-2600 (Sandy Bridge) processors, the EMC VNX implements a modular architecture that integrates hardware components for block, file, and object with concurrent support for native NAS, iSCSI, Fibre Channel, and FCoE protocols. The series delivers file (NAS) functionality via two-to-eight X-blade data movers and block (iSCSI, FCoE, and FC) storage via dual storage processors leveraging full 6 Gb SAS disk drive topology. The system leverages the **patented MCx™ multi-core storage software operating environment** that delivers unparalleled performance efficiency. You can start with block or file functionality and easily upgrade to unified when needed. The unified configuration includes the following rack-mounted enclosures:

- **Block Services:** Disk processor enclosure (includes disk drives) or storage processor enclosure (no drives included) plus standby power system. Capacity for Block or File use cases is added via Disk Array Enclosures (DAEs)
- **File and Unified Services:** One or more data mover enclosures and a control station to deliver file protocols.



W. J. Lee

Max 1 GBaseT Ports per X-Blade	8	8	8	12	12	16
Max 10 GbE Ports per X-Blade	4	4	4	6	6	8
Management	LAN 2x 10/100/1000 Copper GbE	LAN 2x 10/100/1000 Copper GbE	LAN 2x 10/100/1000 Copper GbE	LAN 2x 10/100/1000 Copper GbE	LAN 2x 10/100/1000 Copper GbE	LAN 2x 10/100/1000 Copper GbE
FUNCTIONAL LIMITS	VNX5200	VNX5400	VNX5600	VNX5800	VNX7600	VNX8000
Max Raw Capacity	375 TB**	750 TB**	1,500 TB**	2,250 TB**	3,000 TB**	3,000 TB**
Max SAN Hosts	1,024	1,024	1,024	2,048	4,096	8,192
Max Number of Pools	15	15	20	40	40	60
Max Number of LUNs (Pool)	1,000	1,000	1,000	2,000	3,000	4,000
Max Number of LUNs (Classic)	2048	2048	2048	4096	4096	8192
Max Pool Based LUN Size	256 TB (Virtual Pool LUN)	256 TB (Virtual Pool LUN)	256 TB (Virtual Pool LUN)	256 TB (Virtual Pool LUN)	256 TB (Virtual Pool LUN)	256 TB (Virtual Pool LUN)
Max File System Size	16 TB	16 TB	16 TB	16 TB	16 TB	16 TB
Maximum Usable File Capacity per X-Blade	256 TB	256 TB	256 TB	256 TB	256 TB	256 TB
OS Support	Block OS's see EMC E-Lab™ Navigator and NAS Support Matrix on EMC Powerlink™	Block OS's see EMC E-Lab™ Navigator and NAS Support Matrix on EMC Powerlink™	Block OS's Plus File OS's see E-Lab Navigator and NAS Support Matrix on Powerlink	Block OS's Plus File OS's see E-Lab Navigator and NAS Support Matrix on Powerlink	Block OS's Plus File OS's see E-Lab Navigator and NAS Support Matrix on Powerlink	Block OS's Plus File OS's see E-Lab Navigator and NAS Support Matrix on Powerlink

* 60-Drive 4U DAE is a top-loading DAE and requires a high-density EMC rack.

** VNX8000 initial support is for 1000 drives, all platform capacity limits (with 4TB drives) will be increased in 2014.

*** The File components are not required when ordering a block-only system.

**** Includes One UltraFlex IO Module per X-Blade reserved for connection to the captive array.

Note: In-family Data-in-Place conversions, i.e. converting from a smaller VNX platform to a large one, are also supported

VNX CONNECTIVITY

The VNX series provides flexible connectivity options via UltraFlex IO modules for both the file X-blades for NAS connectivity and the block storage processors for FC and iSCSI host connectivity (see above table for number of modules supported per blade or SP).

ULTRAFLEX IO MODULE OPTIONS (BLOCK)

IO Module	Description
Four-Port Fibre Channel Module	FC module with four ports auto-negotiating to 2/4/8 Gbps; uses optical SFP and OM2/OM3 cabling to connect directly to host HBA or FC switch
Four-Port 1 Gb/s iSCSI Module with TOE	iSCSI module with four 1 GBaseT RJ-45 copper connections to Cat 6 cabling to Ethernet switch; includes TCP offload engine
Two-Port 10 Gb/s Opt iSCSI Module with TOE	iSCSI module with two 10 Gb/s Ethernet ports and choice of SFP+ optical connection or active twinax copper connection to Ethernet switch; includes TCP offload engine
Two-Port 10 GBASE-T iSCSI Module with TOE	iSCSI module with two 10 GBaseT Ethernet ports with copper connection to Ethernet switch; includes TCP offload engine
Two-Port 10 GbE FCoE Module	FCoE module with two 10 Gb/s Ethernet ports and choice of SFP+ optical connection or active twinax copper connection to converged enhanced Ethernet switch
Four-Port 6Gb/s SAS V2.0 Module	SAS module, used for back-end storage (DAE) connectivity to Block Storage Processors. Each SAS port has 4x lane/port @ 6Gb, delivering 24Gb/s nominal throughput and connects to PCI-E Gen3. Can be configured as 4x4x6 or 2x8x6.

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DISK DRIVES FOR 15X3.5" AND 60X3.5" DRIVE DISK PROCESSOR ENCLOSURE / DISK ARRAY ENCLOSURE

Nominal Capacity	100 GB Solid State Drive*	200 GB Solid State Drive*	400 GB Solid State Drive*	300 GB 15K Drive	300 GB 15K Drive	600 GB 15K Drive	600 GB 10K Drive	900 GB 10K Drive	2 TB 7.2K Drive	3 TB 7.2K Drive	4 TB 7.2K Drive
Supported in 15 drive DAE	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓
Supported in 60 drive DAE	✓	✓	✓		✓		✓	✓	✓	✓	✓
Formatted Capacity**	93.16 GB	186.31 GB	372.52 GB	272.59 GB	272.59 GB	545.19 GB	545.19 GB	820.6 GB	1,836.01 GB	2794.51 GB	3726.0 GB
Drive Form Factor	2.5"	2.5"	2.5"	3.5"	2.5"	3.5"	2.5"	2.5"	3.5"	3.5"	3.5"
Rotational Speed	Solid State	Solid State	Solid State	15,000 rpm	15,000 rpm	15,000 rpm	10,000 rpm	10,000 rpm	7,200 rpm	7,200 rpm	7,200 rpm
Interface	6 Gb SAS	6 Gb SAS	6 Gb SAS	6 Gb SAS	6 Gb SAS	6 Gb SAS	6 Gb SAS	6 Gb SAS	6 Gb SAS	6 Gb SAS	6 Gb SAS
Data Buffer	N/A SSD	N/A SSD	N/A SSD	16 MB min	16 MB min	16 MB min	16 MB min	16 MB min	16 MB min	16 MB min	16 MB min
ACCESS TIME											
Average Read	N/A	N/A	N/A	3.4 msec	2.8 msec	3.4 msec	3.7 msec	3.7 msec	8.5 msec	8.5 msec	8.5 msec
Average Write	N/A	N/A	N/A	3.9 msec	3.3 msec	3.9 msec	4.2 msec	4.2 msec	9.5 msec	9.5 msec	9.5 msec
Rotation Latency	N/A	N/A	N/A	2.0 msec	2.0 msec	2.0 msec	3.0 msec	3.0 msec	4.16 msec	4.16 msec	4.16 msec
NOMINAL POWER CONSUMPTION (WATTS)											
Operating Mode	4.97	4.97	4.97	12.92	9.07	16.35	5.6	5.6	12.2	12.2	12.2
Idle Mode	1.36	1.36	1.36	8.74	5.25	11.68	3.1	3.1	8.0	8.0	8.0

DISK DRIVES FOR 25X2.5" DRIVE DISK PROCESSOR ENCLOSURE / DISK ARRAY ENCLOSURE

Nominal Capacity	100 GB Solid State Drive*	200 GB Solid State Drive*	400 GB Solid State Drive*	300 GB 15K Drive	600 GB 10K Drive	900 GB 10K Drive	1 TB 7.2K Drive
Formatted Capacity**	93.1 GB	186.31 GB	372.52 GB	272.59 GB	545.19 GB	820.6 GB	931.51 GB
Form Factor	2.5"	2.5"	2.5"	2.5"	2.5"	2.5"	2.5"
Rotational Speed	Solid State	Solid State	Solid State	15,000 rpm	10,000 rpm	10,000 rpm	7,200 rpm
Interface	6 Gb SAS	6 Gb SAS	6 Gb SAS	6 Gb SAS	6 Gb SAS	6 Gb SAS	6 Gb SAS
Data Buffer	N/A SSD	N/A SSD	N/A SSD	16 MB min	16 MB min	16 MB min	16 MB min
ACCESS TIME							
Average Read	N/A	N/A	N/A	2.8 msec	3.6 msec	3.6 msec	7.7 msec
Average Write	N/A	N/A	N/A	3.3 msec	4.2 msec	4.2 msec	8.7 msec
Rotation Latency	N/A	N/A	N/A	2.0 msec	3.0 msec	3.0 msec	4.16 msec
NOMINAL POWER CONSUMPTION (WATTS)							
Operating Mode	4.97	4.97	4.97	9.07	5.6	5.6	7.44
Idle Mode	1.36	1.36	1.36	5.25	3.1	3.1	4.84

* 100GB and 200GB SSDs are available in SLC or eMLC technology. 400GB SSD is eMLC technology. eMLC can only be used for FAST VP use cases.
** 520 bytes/sector, 1 MB = 1,048,576 bytes

2/2/2024

VNX SOFTWARE

	VNX5200, VNX5400, VNX5600, VNX5800, VNX7600 AND VNX8000
Unisphere™ Management Suite: Simple, intuitive management, monitoring and troubleshooting for VNX	Management Software includes: Unisphere element manager (Block / File / Unified) Unisphere Remote (consolidated dashboard and alerting) Unisphere Analyzer (monitoring and troubleshooting) Unisphere QoS Manager (Quality of Service) VNX Monitoring and Reporting (Watch4Net technology)
Protocols	CIFS, NFS, pNFS, FC, FCoE, iSCSI included
Base Software (VNX OE) Core storage capabilities (connectivity, efficiency and migration) included at no extra cost	<i>Per TB charge, drive type dependent, includes:</i> All Protocols (See above) Thin Provisioning Block Deduplication Block Compression File Deduplication and Compression SAN Copy
FAST™ Suite: Automatically optimize for the highest system performance and the lowest storage cost simultaneously	Optimize performance and cost concurrently with: - Dynamic tiering of data across drives - Extendable cache for performance boost
Security and Compliance Suite: Keep data safe from changes, deletions, and malicious activity	Encrypt data where it is created Disk-based WORM functionality Anti-virus integration and alerting
Local Protection Suite: Practice Safe Data Protection and Repurposing	Block storage snaps and clones Continuous Data Protection for DVR-like recovery for block storage File system snaps
Remote Protection Suite: Protect data against localized failures, outages, and disasters	Unified storage replication with DVR-like recovery Integrated WAN deduplication and bandwidth reduction Granular file system level replication and recovery
Application Protection Suite: Automate application copies and prove compliance	Self-service application copy management Prove protection compliance Includes Replication Manager and AppSync™
Storage Analytics for VNX	VMware® vCenter™ Operations Manager for VNX, EMC Adapter for VNX
Total Protection Pack	Local Protection Suite + Remote Protection Suite + Application Protection Suite
Total Efficiency Pack	FAST Suite + Security & Compliance Suite+ Local Protection Suite + Remote Protection Suite + Application Protection Suite

NOTE: For more details on software licensing, please contact your sales representative.

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DPE / SPE / DAE ENCLOSURES

	VNX5200 DPE (25x2.5" drives)	VNX5400 DPE (25x2.5" drives)	VNX5600 DPE (25x2.5" drives)	VNX5800 DPE (25x2.5" drives)	VNX7600 DPE (25x2.5" drives)	VNX8000 SPE	15x3.5" Disk Array Enclosure *	60x3.5" Disk Array Enclosure *	25x2.5" Disk Array Enclosure *
POWER									
AC Line Voltage	200 to 240 Vac ± 10%, single-phase, 47 to 63 Hz	200 to 240 Vac ± 10%, single-phase, 47 to 63 Hz	200 to 240 Vac ± 10%, single-phase, 47 to 63 Hz	200 to 240 Vac ± 10%, single-phase, 47 to 63 Hz	200 to 240 Vac ± 10%, single-phase, 47 to 63 Hz	200 to 240 Vac ± 10%, single-phase, 47 to 63 Hz	100 to 240 Vac± 10%, single-phase, 47 to 63 Hz	100 to 240 Vac± 10%, single-phase, 47 to 63 Hz	100 to 240 Vac± 10%, single-phase, 47 to 63 Hz
AC Line Current (operating maximum)	4.3 A max at 200 Vac	4.3 A max at 200 Vac	4.4 A max at 200 Vac	4.4 A max at 200 Vac	4.5 A max at 200 Vac	7.25 A max at 200 Vac	2.8 A max at 100 Vac, 1.4 A max at 200 Vac	12.0 A max at 100 Vac, 6.0 A max at 200 Vac	2.5 A max at 100 Vac, 1.3 A max at 200 Vac
Power Consumption (operating maximum)	860 VA (835 W) max	860 VA (835 W) max	870 VA (845 W) max	870 VA (845 W) max	905 VA (880 W) max	1,450 VA (1,380 W) max	280 VA (235 W) max	1,200 VA (1,130 W) max	250 VA (230 W) max
Power Factor	0.98 min at full load, low voltage	0.98 min at full load, low voltage	0.98 min at full load, low voltage	0.98 min at full load, low voltage	0.98 min at full load, low voltage	0.98 min at full load, low voltage	0.98 min at full load, low voltage	0.98 min at full load, low voltage	0.98 min at full load, low voltage
Heat Dissipation (operating maximum)	3.01 x 10 ⁶ J/hr, (2,850 Btu/hr) max	3.01 x 10 ⁶ J/hr, (2,850 Btu/hr) max	3.04 x 10 ⁶ J/hr, (2,890 Btu/hr) max	3.04 x 10 ⁶ J/hr, (2,890 Btu/hr) max	3.17 x 10 ⁶ J/hr, (3,010 Btu/hr) max	4.97 x 10 ⁶ J/hr, (4,710 Btu/hr) max	8.46 x 10 ⁵ J/hr, (800 Btu/hr) max	4.07 x 10 ⁶ J/hr, (3,860 Btu/hr) max	8.28 x 10 ⁵ J/hr, (785 Btu/hr) max
In-rush Current	30 A max for ½ line cycle, per line cord at 240 Vac	30 A max for ½ line cycle, per line cord at 240 Vac	30 A max for ½ line cycle, per line cord at 240 Vac	30 A max for ½ line cycle, per line cord at 240 Vac	30 A max for ½ line cycle, per line cord at 240 Vac	30 A max for ½ line cycle, per line cord at 240 Vac	50 A max for ½ line cycle, per line cord at 240 Vac 25 A max for ½ line cycle, per line cord at 120 Vac	30 A max for ½ line cycle, per line cord at 240 Vac 15 A max for ½ line cycle, per line cord at 120 Vac	50 A max for ½ line cycle, per line cord at 240 Vac 25 A max for ½ line cycle, per line cord at 120 Vac
Startup Surge Current	29 A rms max for 50 ms, at any line voltage	29 A rms max for 50 ms, at any line voltage	29 A rms max for 50 ms, at any line voltage	29 A rms max for 50 ms, at any line voltage	29 A rms max for 50 ms, at any line voltage	29 A rms max for 50 ms, at any line voltage	10.6 A rms max for 100 ms, at any line voltage	27 A rms max for 100 ms, at any line voltage	10.6 A rms max for 100 ms, at any line voltage
AC Protection	10 A fuse on each power supply	10 A fuse on each power supply	10 A fuse on each power supply	10 A fuse on each power supply	10 A fuse on each power supply	10 A fuse on each power supply	10 A fuse on each power supply, both phases	12 A fuse on each line cord, both phases	10 A fuse on each power supply, both phases
AC Inlet Type	IEC320-C14 appliance coupler, per power zone	IEC320-C14 appliance coupler, per power zone	IEC320-C14 appliance coupler, per power zone	IEC320-C14 appliance coupler, per power zone	IEC320-C14 appliance coupler, per power zone	IEC320-C14 appliance coupler, per power zone	IEC320-C14 appliance coupler, per power zone	IEC320-C14 appliance coupler, two per power zone	IEC320-C14 appliance coupler, per power zone
Ride-through Time	12 ms min	12 ms min	12 ms min	12 ms min	12 ms min	12 ms min	30 ms min	30 ms min	30 ms min
Current Sharing	± 5 percent of full load, between power supplies	± 5 percent of full load, between power supplies	± 5 percent of full load, between power supplies	± 5 percent of full load, between power supplies	± 5 percent of full load, between power supplies	± 5 percent of full load, between power supplies	± 10 percent of full load, between power supplies	± 10 percent of full load, between power supplies	± 10 percent of full load, between power supplies
DIMENSIONS									
Weight	41 kgs (90.395 lbs)	41 kgs (90.395 lbs)	41 kgs (90.395 lbs)	41 kgs (90.395 lbs)	41 kgs (90.395 lbs)	49.9 kgs (110 lbs)	Empty: 32/14.5	Empty: 81/36.7	Empty: 22.1/10.0
Vertical size	3 NEMA units	3 NEMA units	3 NEMA units	3 NEMA units	3 NEMA units	4 NEMA units	3 NEMA units	4 NEMA units	2 NEMA units
Height	13.33 cm (5.25 in)	13.33 cm (5.25 in)	13.33 cm (5.25 in)	13.33 cm (5.25 in)	13.33 cm (5.25 in)	17.78 cm (7.00 in)	13.33 cm (5.25 in)	17.78 cm (7.00 in)	8.76 cm (3.45 in)

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DATA MOVER ENCLOSURES, AND CONTROL STATION

	VNX5200 DME with (2) Data Movers	VNX5400 DME with (2) Data Movers	VNX5600 DME with (2) Data Movers	VNX5800 DME with (2) Data Movers	VNX7600 DME with (2) Data Movers	VNX8000 DME with (2) Data Movers	Control Station
POWER							
AC Line Voltage	100 to 240 Vac± 10%, single-phase, 47 to 63 Hz	100 to 240 Vac± 10%, single-phase, 47 to 63 Hz	100 to 240 Vac± 10%, single-phase, 47 to 63 Hz	100 to 240 Vac± 10%, single-phase, 47 to 63 Hz	100 to 240 Vac± 10%, single-phase, 47 to 63 Hz	100 to 240 Vac± 10%, single-phase, 47 to 63 Hz	100 to 240 Vac± 10%, single-phase, 47 to 63 Hz
AC Line Current (operating maximum)	5.3 A max at 100 Vac, 2.7 A max at 200 Vac	5.3 A max at 100 Vac, 2.7 A max at 200 Vac	5.3 A max at 100 Vac, 2.7 A max at 200 Vac	5.3 A max at 100 Vac, 2.7 A max at 200 Vac	5.3 A max at 100 Vac, 2.7 A max at 200 Vac	5.3 A max at 100 Vac, 2.7 A max at 200 Vac	1.0 A max at 100 Vac, 0.5 A max at 200 Vac
Power Consumption (operating maximum)	530 VA (500 W) max	530 VA (500 W) max	530 VA (500 W) max	530 VA (500 W) max	530 VA (500 W) max	530 VA (500 W) max	100 VA (90 W) max
Power Factor	0.98 min at full load, low voltage	0.98 min at full load, low voltage	0.98 min at full load, low voltage	0.98 min at full load, low voltage	0.98 min at full load, low voltage	0.98 min at full load, low voltage	0.90 min at full load, low voltage
Heat Dissipation (operating maximum)	1.80 x 10 ⁶ J/hr, (1,710 Btu/hr) max	1.80 x 10 ⁶ J/hr, (1,710 Btu/hr) max	1.80 x 10 ⁶ J/hr, (1,710 Btu/hr) max	1.80 x 10 ⁶ J/hr, (1,710 Btu/hr) max	1.80 x 10 ⁶ J/hr, (1,710 Btu/hr) max	1.80 x 10 ⁶ J/hr, (1,710 Btu/hr) max	3.24 x 10 ⁵ J/hr, (310 Btu/hr) max
In-rush Current	15 A max for ½ line cycle, per line cord at 240 Vac	15 A max for ½ line cycle, per line cord at 240 Vac	15 A max for ½ line cycle, per line cord at 240 Vac	15 A max for ½ line cycle, per line cord at 240 Vac	15 A max for ½ line cycle, per line cord at 240 Vac	15 A max for ½ line cycle, per line cord at 240 Vac	15 A max for ½ line cycle, per line cord at 240 Vac
	8 A max for ½ line cycle, per line cord at 120 Vac	8 A max for ½ line cycle, per line cord at 120 Vac	8 A max for ½ line cycle, per line cord at 120 Vac	8 A max for ½ line cycle, per line cord at 120 Vac	8 A max for ½ line cycle, per line cord at 120 Vac	8 A max for ½ line cycle, per line cord at 120 Vac	8 A max for ½ line cycle, per line cord at 120 Vac
Startup Surge Current	27 A rms max for 50 ms, at any line voltage	27 A rms max for 50 ms, at any line voltage	27 A rms max for 50 ms, at any line voltage	27 A rms max for 50 ms, at any line voltage	27 A rms max for 50 ms, at any line voltage	27 A rms max for 50 ms, at any line voltage	N/A
AC Protection	7.8 A fuse on each power supply, both phases	7.8 A fuse on each power supply, both phases	7.8 A fuse on each power supply, both phases	7.8 A fuse on each power supply, both phases	7.8 A fuse on each power supply, both phases	7.8 A fuse on each power supply, both phases	N/A
AC Inlet Type	IEC320-C14 appliance coupler, per power zone	IEC320-C14 appliance coupler, per power zone	IEC320-C14 appliance coupler, per power zone	IEC320-C14 appliance coupler, per power zone	IEC320-C14 appliance coupler, per power zone	IEC320-C14 appliance coupler, per power zone	IEC320-C14 appliance coupler, per power zone
Ride-through Time	30 ms min	30 ms min	30 ms min	30 ms min	30 ms min	30 ms min	N/A
Current Sharing	± 15 percent of full load, between power supplies	± 15 percent of full load, between power supplies	± 15 percent of full load, between power supplies	± 15 percent of full load, between power supplies	± 15 percent of full load, between power supplies	± 15 percent of full load, between power supplies	N/A
DIMENSIONS							
Weight	23.8 kg (52.5 lb)	23.8 kg (52.5 lb)	23.8 kg (52.5 lb)	23.8 kg (52.5 lb)	23.8 kg (52.5 lb)	23.8 kg (52.5 lb)	10.5kg (23.3 lb)
Vertical size	2 NEMA units	2 NEMA units	2 NEMA units	2 NEMA units	2 NEMA units	2 NEMA units	1 NEMA units
Height	8.89 cm (3.50 in)	8.89 cm (3.50 in)	8.89 cm (3.50 in)	8.89 cm (3.50 in)	8.89 cm (3.50 in)	8.89 cm (3.50 in)	4.45 cm (1.75 in)
Width	44.45 cm (17.50 in)	44.45 cm (17.50 in)	44.45 cm (17.50 in)	44.45 cm (17.50 in)	44.45 cm (17.50 in)	44.45 cm (17.50 in)	43.8 cm (17.25 in)
Depth	61.0 cm (24.0 in)	61.0 cm (24.0 in)	61.0 cm (24.0 in)	61.0 cm (24.0 in)	61.0 cm (24.0 in)	61.0 cm (24.0 in)	55.37 cm (21.8in)

2022

EMC VNX FAMILY

Next-generation unified storage, optimized for virtualized applications

ESSENTIALS

- Unified storage for **file, block, and object** storage
- **MCx™** multi-core optimization **unlocks the power of flash** in a hybrid array.
- Powerful new **multi-core** Intel CPUs with 6-Gb/s SAS backend.
- **FAST Suite** ensures **superior performance at the lowest cost**.
- **File-level and block-level deduplication, compression and thin provisioning** reduce capacity requirements up to 50%.
- Easy storage provisioning from the #1 provider of VMware® integration* and the 1st storage platform to support Microsoft Server 2012 Hyper-V 3.0 environments.
- **Administration simplicity** with EMC Unisphere™ Management Suite.
- Affordable with real-world configurations starting at less than \$10K.

* Source: Wikibon survey, 2011, 2012, 2013

Organizations of every type rely on the timely retrieval of information to facilitate transactions and decision making. While a typical organization is experiencing double-digit data growth, IT budgets, staffing, and traditional storage capabilities are not keeping pace. As a result, IT organizations are under constant pressure to employ more efficient storage strategies and increase the amount of data their staff can manage without additional headcount. Customers are looking to storage vendors for innovations to solve these challenges in the same way that server virtualization has enabled them to experience greater efficiency by pooling server resources and dynamically provisioning compute power according to business needs. The storage imperative is not only to move information dynamically according to business activity, but also to make the process fully automated and self-managing.

The EMC® VNX² family delivers industry-leading innovation and enterprise capabilities for file, block, and object storage in a scalable, easy-to-use solution. This next-generation storage platform combines powerful and flexible hardware with advanced efficiency, management, and protection software to meet the demanding needs of today's enterprises.

All of this is available in a choice of systems ranging from affordable entry-level solutions to high-performance, petabyte-capacity configurations servicing the most demanding application requirements. The VNX family includes the VNXe® series, purpose-built for the IT manager in smaller environments, and the VNX series, designed to meet the high-performance, high scalability requirements of midsize and large enterprises.



VNX Family

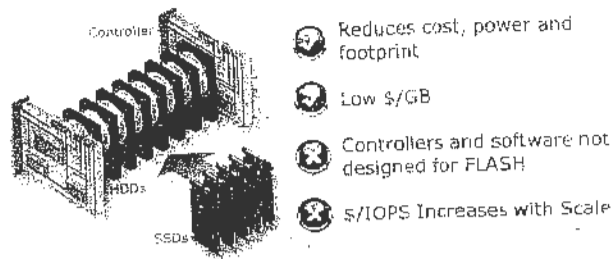
* Available Q4 2013

DATA SHEET

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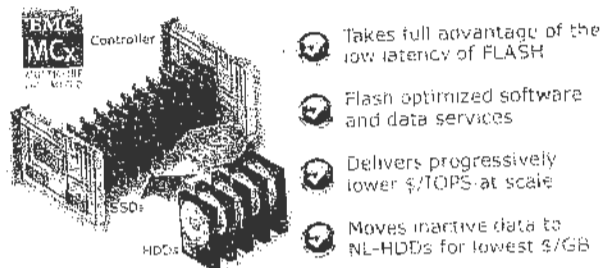
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The Traditional Hybrid Array



A better option is the VNX series Flash Optimized hybrid array design. By designing the system for Flash, bottlenecks are eliminated to deliver the highest performance and the lowest latency. Then, by adding FAST VP™ tiering and high capacity NL-SAS drives, you can drive down costs for inactive data.

The VNX FLASH Optimized Hybrid Array



MCx (Multi-Core RAID, Multi-Core Cache and Multi-Core FAST Cache) distributes all VNX data services across all Cores – up to 32. This approach delivers unprecedented application performance while maintaining affordable pricing: Compared to the previous generation, the VNX series with MCx delivers:

- Up to 4X more file transactions (580,796 SPECsfs2008 nfs Ops/Sec)*
- Up to 4X OLTP transactions (735K concurrent Oracle and SQL OLTP IOPS)**
- Up to 6X more virtual machines (6,600 VMs)
- Up to 3X more bandwidth for Oracle and SQL data warehousing (30GB/sec)
- Up to 3X performance for transactional NAS applications (such as VMware over NFS) with 60% faster response time

* Source: www.spec.org

** Source: Demartek

USE STORAGE CAPACITY MORE EFFICIENTLY—AUTOMATICALLY

When even a few Flash drives are combined with the EMC FAST™ Suite—an unrivaled set of software that tiers data across heterogeneous drives and boosts the most active data to cache—customers receive the optimal benefits of a FLASH 1st strategy.

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CONTINUOUS AVAILABILITY TO KEEP THE BUSINESS RUNNING

The VNX series is architected to provide five-nines availability in mission-critical business environments. VNX availability and redundancy features include:

- Mirrored write cache, where each storage processor contains both primary cached data for its LUNs and a secondary copy of the cache for its peer storage processor
- Battery backup to allow for an orderly shutdown and cache de-staging to vault disks to ensure data protection in the event of a power failure
- RAID protection levels 0, 1, 1/0, 3, 5, and 6—all of which can co-exist in the same array simultaneously to match different protection requirements
- Proactive hot sparing enhances system robustness and delivers maximum reliability and availability
- Redundant data paths, power supplies, drive connections, and storage processors—all with non-disruptive field-replacement capabilities
- Continuous system monitoring, call-home notification, and advanced remote diagnostics
- EMC VPLEX® extends this continuous availability within and across data centers

Complete Portfolio of Protection for VNX



EMC VNX data protection software provides the right protection for every application need:

- Local protection is delivered with snapshots for point-in-time recovery and continuous data protection with RecoverPoint local replication
- Remote protection is available with the same DVR-like recovery with RecoverPoint Continuous Remote Replication
- To make application consistent replicas controlled by the application, Replication Manager and AppSync™ provide application protection – delivered as a service

EMC Backup and Recovery solutions, including Data Domain, Avamar®, and NetWorker®, shorten the backup window and speed recovery in concert with deduplication to reduce the backup size.

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THE BEST STORAGE FOR VIRTUAL ENVIRONMENTS

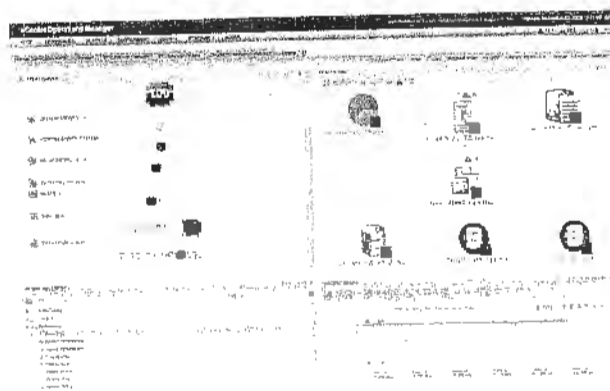
The VNX series is the ideal mid-tier system for virtualized application environments. Whether the customer environment is VMware, Microsoft Hyper-V, or Xen-based, VNX is fully certified for all supported protocols to ensure successful deployments of virtualized infrastructures through all phases of implementation. EMC VNX is the #1 provider of VMware integration and the 1st storage platform to support Microsoft Server 2012 Hyper-V 3.0 environments.

EMC Virtual Storage Integrator (VSI) for VMware vSphere™ plug-ins, VASA (vSphere API for Storage Awareness), and VAAI (vStorage APIs for Array Integration) provides both administrators with visibility into the entire environment. Each can use their familiar management interface to view both virtual and physical resources, transparently provision storage, integrate replication, and access and offload all storage functions to the array.

- Provision storage from VMware vCenter™ in just two clicks.
- EMC VSI Leverage best practices to ensure optimal utilization and resiliency between storage and VMware.
- Hardware accelerated Fast Clones rapidly provision new virtual machines in seconds.
- On-demand VMDK compression for NFS Datastore reduces storage consumption by up to 50 percent.
- EMC Proven™ solutions and reference architectures, jointly developed with VMware, accelerate virtualization of mission-critical applications.

EMC Storage Integrator (ESI) is an agent-less, no-charge plug-in enabling application-aware storage provisioning for Microsoft Windows server applications, Hyper-V, VMware and Xen Server environments. It provides the ability for administrators to easily provision (using wizards) block and file storage for Microsoft Windows and Microsoft SharePoint in a Windows environment for physical & virtual environments.

The EMC Storage Analytics for VNX (ESA) delivers a single, end-to-end view of virtualized infrastructures (servers to storage) powered by the VMware® vCenter Operations Management Suite™ analytics engine. ESA delivers actionable performance analysis and proactively facilitates increased insight into storage resource pools to help detect capacity and performance issues so they can be corrected before they cause a major impact. ESA provides increased visibility, metrics and a rich collection of storage analytics for EMC VNX storage infrastructures in VMware virtual environments.



Page 2

THE VNXe SERIES—SIMPLE, EFFICIENT, AND AFFORDABLE

The VNXe series was developed with the IT manager in mind, and provides an integrated storage system for small to medium businesses as well as remote offices and departments in larger enterprise businesses. Starting at less than \$10,000, the VNXe series provides true storage consolidation with a unique application-driven approach that eliminates the boundaries between applications and their storage.

This simple, application-driven approach to managing shared storage makes the VNXe series ideal for IT managers and application administrators who may have limited storage expertise. EMC Unisphere for the VNXe series enables easy, wizard-based provisioning of storage for Microsoft Exchange, file shares, iSCSI volumes, VMware, and Hyper-V. VNXe supports tight integration with VMware to further facilitate efficient management of virtualized environments.

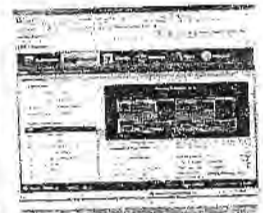
Complemented by Unisphere Remote, the VNXe series is also ideal for remote office-branch office (ROBO) deployments. Built-in efficiency capabilities, such as file deduplication with compression and thin provisioning result in streamlined operations and can save up to 50 percent in upfront storage costs. Software packs aimed at facilitating backup, remote data protection, and disaster recovery include features such as easy-to-configure application snapshots.

Storage Made Simple

PROVISION

DIAGNOSE

FIX



VNXe



The VNXe series supports high availability by using redundant components—power supplies, fans, and storage processors—as well as dynamic failover and failback. Additionally, the VNXe series supports the ability to upgrade system software or hardware while the VNXe system is running. It even delivers single-click access to a world of resources such as comprehensive online documentation, training, and how-to videos to expand your knowledge and answer questions.

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EMC CONNECTRIX DS-300B



Connectrix DS-300B

The EMC® Connectrix® DS-300B provides a cost-effective, flexible foundation for entry-level SANs and can serve as an edge switch for core-to-edge SAN environments. The DS-300B integrates innovative hardware and software features that make it easy to deploy, manage, and integrate into a wide range of IT environments. It enables organizations to start small and grow their storage networks in a non-disruptive manner by providing state-of-the-art performance and Ports-on-Demand scalability. Organizations can deploy high-performance 8 Gb/s SFPs to meet today's increased application and performance demands. To further simplify deployment, the DS-300B features the EZSwitchSetup wizard and other usability and configuration enhancements.

Specifications

SYSTEM ARCHITECTURE

FIBRE CHANNEL STANDARDS

FC-PH, FC-PH-2, FC-PH-3, FC-GS-2, FC-FLA, FC-FG, FC-SW3

CERTIFIED MAXIMUM

Single FOS fabric: 56 domains, 19 hops

Single M-EOS fabric: 31 domains, 3 hops

FIBRE CHANNEL PORTS

24 ports in 8-port increments through Ports-on-Demand licenses at 8, 16, and 24 universal (E, F, M, FL, or N) ports

PERFORMANCE

Full line-speed switching at:

- 2.125 Gb/s line speed, full duplex
- 4.25 Gb/s line speed, full duplex
- 8.50 Gb/s line speed, full duplex

Auto-sensing of 2, 4, and 8 Gb/s port speeds

Optionally programmable to fixed port speeds.

Speed matching between 2, 4, and 8 Gb/s ports

ISL TRUNKING

Frame-based trunking with up to eight 8 Gb/s ports per ISL trunk with optional license; up to 68 Gb/s per ISL trunk (8 ports x 8.5 Gb/s (line rate))

Exchange-based load balancing across ISLs with DPS included in Fabric OS

AGGREGATE BANDWIDTH

408 Gb/s: 24 ports x 8.5 Gb/s (line rate) x 2 (full duplex)

SPECIFICATION SHEET

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SECURITY

SSL, SSH v2, HTTPS, LDAP, RADIUS, Role-Based Access Control (RBAC),
DHCHAP (between switches and end devices), Port Binding, Switch Binding,
Secure RPC, Secure Copy (SCP), Trusted Switch, IPsec, IP Filtering

COMPATIBILITY

All Connectrix B Series switches and directors

DIAGNOSTICS

POST and embedded online/offline diagnostics, including RAStrace logging,
environmental monitoring, non-disruptive daemon restart, FCPing and Pathinfo
(FC traceroute), port mirroring (SPAN port)

PHYSICAL SPECIFICATIONS

ENCLOSURE

Non-port to port-side airflow; 1 U, 19-inch EIA-compliant, power from port
side

SIZE

Width: 42.88 cm (16.88 in)

Height: 4.29 cm (24.11 in)

Depth: 30.66 cm (12.07 in)

System Weight: 4.2 kg (9.3 lb), without SFP/SFP+ media

ENVIRONMENTAL SPECIFICATIONS

TEMPERATURE

Operating 0° C to 40° C (32° F to 104° F)

Non-operating: -25° C to 70° C (-13° F to 158° F)

RELATIVE HUMIDITY

Operating: 10% to 85% non-condensing

Non-operating and storage: 10% to 95% non condensing

ALTITUDE (FEET/METERS)

Operating: Up to 3,000 meters (9,842 feet)

Storage: Up to 12 kilometers (39,370 feet)

SHOCK

Operating: 20 G, 6 ms, half-sine

Non-operating: Half-sine, 33 G 11 ms, 3/eg Axis

VIBRATION

Operating: 0.5 sine, 0.4 grms random, 5 to 500 Hz

Non-operating: 2.0 G sine, 1.1 grms random, 5 to 500 Hz

HEAT DISSIPATION

Maximum 24 ports: 195 BTU/hr

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BILL OF MATERIALS

One (1) Lot Data Storage Project Components:

71 x 600GB 3.5in 15K RPM SAS drives
31 x 200GB 2.5in EFD drives
51 x 300GB 2.5in 15K RPM SAS drives
27 x 3TB 3.5in 7.2K RPM SAS drives
11 x Disk Drive Enclosures

2 x Brocade DS-300B fibre channel switches:

- 24 ports activated on each switch
- 48 x 10M fiber cables for connectivity

Training Vouchers for 3 engineers

Includes EMC Professional Services
(Planning, design and Implementation)

Includes Three (3) year EMC Premium Support (Hardware and Software Warranty)

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December 23, 2013

ATTY. EDGAR JULIO S. ASUNCION

Senior Vice-President, Chief Legal Executive and BAC-ITR Chairperson
Philippine Health Insurance Corporation
Room 1002, 10th Floor CityState Centre,
709 Shaw Boulevard, Pasig City

CERTIFICATION

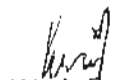
This is to certify that **Sandz Solutions (Philippines) Inc.** whose office is located at the 6/F CYA Land Building, 110 Rada St. Legaspi Village, Makati City, is an EMC Business Partner, authorized to re-sell EMC products and services intended for the bidding of the procurement of One (1) Lot Data Storage [ITB No. DS 2013-016-IT].

This certification was issued based on the request of Sandz Solutions (Philippines) Inc. to comply with the requirements of the Philippine Health Insurance Corporation.

Should you have any additional questions or clarifications, please do not hesitate to contact me at 859 4600.

Thank you.

Sincerely yours,



Kriz A. Delloro
Partner Development Manager

EMC Computer Systems Philippines, Inc. (CS200803777)
43/F Philamlife Tower 8767 Paseo de Roxas Makati City 1226 Philippines
Main Line: (632) 859 4600 Facsimile: (632) 885 0146
www.philippines.emc.com



December 23, 2013

ATTY. EDGAR JULIO S. ASUNCION

Senior Vice-President, Chief Legal Executive and BAC-ITR Chairperson
Philippine Health Insurance Corporation
Room 1002, 10th Floor CityState Centre,
709 Shaw Boulevard, Pasig City

CERTIFICATION

This is to certify that **Sandz Solutions (Philippines) Inc.** whose office is located at the 6/F CYA Land Building, 110 Rada St. Legaspi Village, Makati City, is an EMC Business Partner, authorized to perform first level technical support services for VNX, Recoverpoint and Clarion intended for the bidding of the procurement of One (1) Lot Data Storage [ITB No. DS 2013-016-IT].

This certification was issued based on the request of Sandz Solutions (Philippines) Inc. to comply with the requirements of the Philippine Health Insurance Corporation.

Should you have any additional questions or clarifications, please do not hesitate to contact me at 859 4600.

Thank you.

Sincerely yours,



Albert Yu
Global Services Manager

EMC Computer Systems Philippines, Inc. (CS200803777)
43/F Philamlife Tower 8767 Paseo de Roxas Makati City 1226 Philippines
Main Line: (632) 859 4600 Facsimile: (632) 885 0146
www.philippines.emc.com





NOTICE OF AWARD

Date Issued: **25 FEB 2014**

Ms. ANGELA SOLAYAO
SANDZ SOLUTIONS PHILS., INC.
6/flr. CYA Bldg. 110 Rada St.
Legaspi Village, Makati City
Telephone: (02) 887-5757
Telefax: (02) 887-1383

Dear Ms. Solayao:

We are pleased to notify you that your bid proposal for the competitive bidding on the **Procurement of One (1) Lot Data Storage** for the execution of **Sandz Solutions Philippines, Inc.** at the Contract Price equivalent to **Fourteen Million Seven Hundred Sixty Eight Thousand Eight Hundred Eighty Pesos (PhP14,768,880.00)** is hereby accepted.

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

Very truly yours,

ALEXANDER K. PADILLA
President and CEO

Conforme:

Ms. ANGELA SOLAYAO
SANDZ SOLUTIONS PHILS., INC.

Date: 2/26/14



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. 08, S. 2014**

**RESOLUTION RECOMMENDING THE DECLARATION OF SANDZ SOLUTIONS
PHILIPPINES, INC. AS THE BIDDER WITH THE SINGLE CALCULATED
RESPONSIVE BID (SCRB) AND THE AWARD THERETO OF THE CONTRACT FOR
THE PROCUREMENT OF ONE (1) LOT DATA STORAGE**

WHEREAS, based on the approved Request and Issue Voucher (RIV) No. 13-0615 dated September 18, 2013 the Information Technology Management Department (ITMD) requested for the APP 2013 approved One (1) Lot Data Storage with an Approved Budget for the Contract (ABC) of Fourteen Million Nine Hundred Eighty Two Thousand Pesos (PhP14,982,000.00) and which procurement was advertised on December 9, 2013 at the Philippine Star (PS) and posted at the Phil-GEPS and PhilHealth Corporate website and at conspicuous places located at the PhilHealth Head Office on December 9, 2013- January 7, 2014;

WHEREAS, in response to the said invitation, only one (1) bidder secured the bidding documents, namely Sandz Solutions Phils., Inc.;

WHEREAS, a Pre-Bid Conference was held on December 16, 2013 at the SBAC Conference Room in order for the BAC-ITR to address requests for clarifications and other queries of the proponent with regard to the provisions of the Bidding Documents of One (1) Lot Storage and thereafter issued a Bid Bulletin dated December 19, 2013;

WHEREAS, the Opening of Bids was held on January 8, 2014 at the SBAC Conference Room, wherein Sandz Solutions Phils., Inc. submitted its bids on time;

WHEREAS, during the said Opening of Bids, Sandz Solutions Phils., Inc. which offered a financial bid proposal of Fourteen Million Seven Hundred Sixty Eight Thousand Eight Hundred Eighty Pesos (PhP14,768,880.00) was adjudged as the proponent with the Single Calculated Bid (SCB). As such, 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 9 and 28, 2014 and presented its report in the BAC-ITR meeting on January 29, 2014 and informed the Committee that the bid proposal of Sandz Solutions Phils., 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 Phils., Inc. as the bidder with the Single Calculated and Responsive Bid;

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

Signed this 29th day of January 2014 at Pasig City

SVP EDGAR JULIO S. ASUNCION

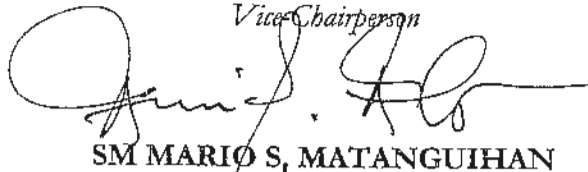
Chairperson

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on official business

OIC-VP LEIZEL P. LAGRADA

Vice Chairperson



SM MARIO S. MATANGUIHAN

Member


SM ALFREDO B. PINEDA II

Member


SM MA. SOPHIA B. VARLEZ

Member

on official business

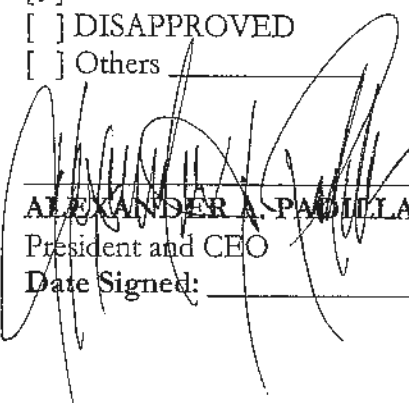
OIC-SM RONALD ALLAN C. PABLO

Member


OIC-SM BOBBY A. CRISOSTOMO

Member/End-user

☒ APPROVED
☐ DISAPPROVED
☐ Others _____


ALEXANDER A. PADILLA

President and CEO

Date Signed: _____

RESOLUTION RECOMMENDING THE DECLARATION OF SANDZ SOLUTIONS PHILIPPINES, INC. AS THE BIDDER WITH THE SINGLE CALCULATED RESPONSIVE BID (SCRB) AND THE AWARD THERETO OF THE CONTRACT FOR THE PROCUREMENT OF ONE (1) LOT DATA STORAGE

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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.
- (b) "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

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 <i>Philippine Health Insurance Corporation.</i>
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is: Philippine Health Insurance Corporation Corporate Operating Budget for CY 2013 in the amount of <i>Fourteen Million Nine Hundred Eighty Two Thousand Pesos (PhP14,982,000.00)</i>
1.1(k)	The Project Site is <i>at PhilHealth Head Office</i>
5.1	The Procuring Entity's address for Notices is: <i>ATTY. 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</i>
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 Storage shall be delivered to shall be delivered to Room 1406, 14th 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, during the warranty period provided that this service shall not relieve the Supplier

	<p>of any warranty obligations under this Contract; and</p> <p>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.</p> <p>Spare Parts --</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of <i>three (3) years</i>.</p> <p>Packaging --</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p> <p>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.</p> <p>Insurance --</p> <p>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.</p> <p>Transportation --</p> <p>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.</p> <p>Patent Rights --</p> <p>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.</p>
10.2	NO FURTHER INSTRUCTIONS

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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 Information Technology Management Department (ITMD) during the installation, testing, and commissioning of the Project. • The bidders must ensure that the proposed One (1) Lot Data Storage 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 Storage.
17.3	<ul style="list-style-type: none"> • The maintenance period will be for a period of two (2) years. • All software/hardware should be covered by warranty on services, parts, upgrades and updates on the One (1) Lot Data Storage 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 Storage whenever problems should occur. • The winning bidder should provide a 24x7 phone and technical support to PhilHealth within the two (2) 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 NO. 1

BIDDING FOR THE PROCUREMENT ONE (1) LOT DATA STORAGE

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 Storage (ITB No. DS 2013-016-IT)***, viz:

PROVISIONS/QUERIES	AMENDMENT/ CLARIFICATION
<p>On page 6:</p> <p>5. ELIGIBLE BIDDERS</p> <p>The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).</p> <p>The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:</p> $\text{NFCC} = [(\text{Current assets minus current liabilities}) (K)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.}$ <p>Where:</p> <p>K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.</p>	<p>EQUIVALENT OF K= 10</p>
<p>On page 9: PREPARATION OF BIDS</p> <p>Eligibility Documents –</p> <p><u>Class “A” Documents:</u></p> <p>(ii) Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located;</p>	<p>The prospective bidder MUST submit :</p> <ul style="list-style-type: none">• <u>CY 2014 Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located</u> OR• <u>CY 2013 Mayor’s permit AND Official Receipt for Application of the CY 2014 Mayor’s Permit if not yet issued.</u>

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<p>On page 40: VI SCHEDULE OF REQUIREMENTS</p> <p>Within <u>Thirty (30) Calendar Days</u> after the issuance and receipt of the winning bidder of the Notice to Proceed.</p>	<p>Within <u>Forty Five (45) Calendar Days</u> after the issuance and receipt of the winning bidder of the Notice to Proceed.</p>
<p>On page 41: VH TECHNICAL SPECIFICATIONS</p> <ul style="list-style-type: none"> • Storage Disks <ul style="list-style-type: none"> ○ Must have at least thirty one (31) x 200GB solid state disk drives compatible with 6Gbps disk enclosure. 	<p>TO BE USED AS CACHE?</p> <p>Sixteen (16) x 200GB will be used as CACHE and fifteen (15) x 200GB will be used as STORAGE</p>
<p>On page 45: TECHNOLOGY TRANSFER</p> <p>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.</p>	<p>The winning bidder must deliver the IT equipment not more than <u>FORTY FIVE (45) CALENDAR DAYS</u> 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.</p>

REMINDERS:

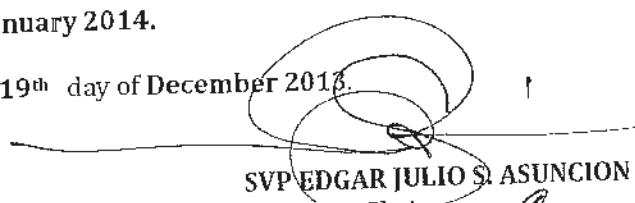
The BAC-ITR would like to remind the Bidder/s to **double check the eligibility requirements** prior to submission of bid proposals.

THIS BID BULLETIN NO. 1 (ITB NO. DS 2013-016-IT) SHALL FORM PART OF THE ELIGIBILITY AND TECHNICAL BID PROPOSAL TO BE SUBMITTED ON 8 JANUARY 2014. THUS, THIS SHOULD BE SUBMITTED AS PART OF THE BID PROPOSAL ON THE SAID DATE.

The deadline for submission of bid proposals will be on **8 January 2014, 10:30 a.m.** Likewise, Opening of Bids will commence on the said date and time.

Those bidders who obtained the bidding documents for this project and would not submit their respective bid proposals on 8 January 2014 **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 8 January 2014.

Issued this 19th day of December 2013.


SVP EDGAR JULIO S. ASUNCION
Chairperson


OIC VP LEIZEL P. LAGRADA
Vice-Chairperson

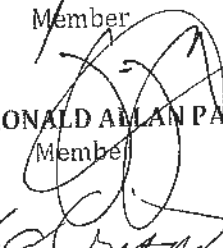


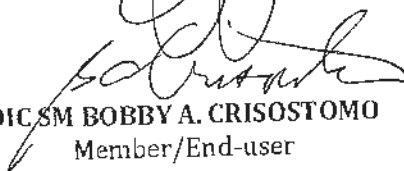
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SM MARIO S. MATANGUIHAN
Member


SM MA. SOPHIA B. VARLEZ
Member


SM ALFREDO B. PINEDA II
Member


OIC SM RONALD ALAN PABLO
Member


OIC SM BOBBY A. CRISOSTOMO
Member/End-user

Handwritten signature/initials