

**CONTRACT FOR THE BIDDING OF 155 UNITS STANDARD DESKTOP PC
WITH UPS AND 17 UNITS HIGH-END DESKTOP PC FOR INTENSIVE IT
APPLICATION WITH UPS**

THIS AGREEMENT made on the ____ day of ____ 2013 between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation created and existing by virtue of R.A. 7875, otherwise known as the "National Health Insurance Act of 1995", with office address at 18th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **Chief Management Executive, MELINDA C. MERCADO**, (hereinafter called "**PHILHEALTH**").

-and-

UNISON COMPUTER SYSTEMS, INC., a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. 134869, issued on February 13, 1987 and existing under the laws of the Republic of the Philippines, with business address at 120 e. Rodriguez Jr. Ave. cor. Ortigas Ave., Brgy. Ugong, Pasig City represented herein by its **President, WILLY O. SY**, (hereinafter called "**UNISON**").

WHEREAS, PHILHEALTH invited Bids for the *Bidding on the Procurement of 155 units Standard Desktop PC with UPS and 17 units High-end Desktop PC for Intensive IT Applications with UPS* and has accepted a Bid by **UNISON** for the supply of those goods in the sum of **SIX MILLION NINE HUNDRED SIXTEEN THOUSAND NINE HUNDRED NINETY FOUR PESOS AND NINETEEN CENTAVOS (Php6,916,994.19)**, (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) Unison's Schedule of Requirements (**Annex "A"**);
 - (b) Unison's Bid Form (**Annex "B"**);
 - (c) Unison's Technical Proposal (**Annex "C"**);
 - (d) Notice of Award (**Annex "D"**);
 - (e) BAC-ITR Resolution No. 15, s. 2013 (**Annex "E"**);
 - (f) General Conditions of the Contract (GCC) (**Annex "F"**);
 - (g) Special Conditions of the Contract (SCC) (**Annex "G"**); and
 - (h) Bid Bulletin (**Annex "H"**)
3. In consideration of the payments to be made by **PHILHEALTH** to **UNISON** as hereinafter mentioned, **UNISON** 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 **UNISON** 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, UNISON** shall submit the Statement or Billing of Account and other documentary requirements as may be required by the former as condition for payment.

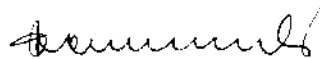
As obligation for the warranty, **PHILHEALTH** shall withhold ten percent (10%) of the total contract price stated in the Whereas Clause hereof, amounting to **Six Hundred Ninety One Thousand Six Hundred Ninety Nine Pesos and Forty Two Centavos (PhP691,699.42)** as retention money. **The said amount shall only be released after the lapse of the three (3) year warranty period.** Otherwise, **UNISON** may opt to post a special bank guarantee equivalent to the same amount covering the said warranty period.

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

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

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

PHILIPPINE HEALTH INSURANCE CORPORATION



MELINDA C. MERCADO
Chief Management Executive

UNISON COMPUTER SYSTEMS, INC.



WILLY O. SY
President

Signed in the presence of:




SVP EDGAR JULIO S. ASUNCION
Chief Legal Executive

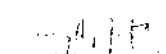
SM LOLITA V. TULIAO
Physical Resources and
Infrastructure Department

HANNAH LORRAINE DALISAY

Division Chief
Accounting and Internal
Control Department



Witness for **UNISON**



Witness for **UNISON**

ACKNOWLEDGEMENT

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

BEFORE ME, this ____ day of _____ 2013, personally appeared the following persons exhibiting to me the respective Government issued ID's, to wit:

MELINDA C. MERCADO

Philippine Health Insurance Corp

PHIL HEALTH ID. # 1000-4117

DAWEN L. GUTIERREZ

WILLY O. SY

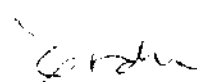
Unison Computer Systems, Inc.

PHIL ID. # 1000-4117

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of **thirty two (32) pages** including the annexes and this page on which the acknowledgement is written, and they acknowledged that the same is their free act and deed and that of the corporations being represented.

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

Doc No. 24
Page No. 12
Book No. 7
Series of 2013


NOTARY PUBLIC
ROLL NO. - 23872



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
1	Standard Desktop PC with UPS	155 units	155 units	Within forty five (45) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed.
2	High – end Desktop PC for Intensive IT Application with UPS	17 units	17 units	

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

Unison Computer Systems, Inc.

Name of Company/Bidder

Mr. Willy O. Sy

Signature over Printed Name of Representative

January 23, 2012

Date

BID FORM

Date: **January 23, 2013**
Invitation to Bid No. PC 2012-003-IT

To: **The Chairperson**
Bids and Awards Committee
PHILIPPINE HEALTH INSURANCE CORPORATION
Corporate Centre Building, 709 Shaw Boulevard,
Pasig City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply/Delivery/Perform 155 units Standard Desktop PC with UPS and 17 units High-end Desktop PC for Intensive IT Application with UPS ITB No. PC-2012-003-IT** in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS	COST per item (inclusive of VAT)	Total Cost (Inclusive of VAT)
155 Units Standard Desktop PC with UPS SIX MILLION ONE HUNDRED FIVE THOUSAND ONE HUNDRED TWELVE PESOS AND TEN CENTAVOS	Php39,387.82	Php6,105,112.10
17 Units High-end Desktop PC for Intensive IT Application with UPS EIGHT HUNDRED ELEVEN THOUSAND EIGHT HUNDRED EIGHTY TWO PESOS AND NINE CENTAVOS	Php47,757.77	Php811,882.09
TOTAL BID PRICE <u>Php 6,916,994.19</u> SIX MILLION NINE HUNDRED SIXTEEN THOUSAND NINE HUNDRED NINETY FOUR PESOS AND NINETEEN CENTAVOS ONLY		

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

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

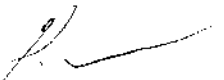
We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 **23rd** day **of January 2013**.


Willy O. Sy
President

Unison Computer Systems Inc.
Bidder


Jaime V. Cayaban
Authorized Representative

For Goods Offered From Within the Philippines

Name of the Bidder: UNISON COMPUTER SYSTEMS, INC.

Procurement of 155 units Standard Desktop PC with UPS and 17 Units High-end Desktop PC for Intensive IT Applications with UPS

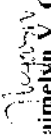
Invitation to Bid Number : PC 2012-003-IT

1	2	3	4	5	6	7	8	9	10
Item / Schedule	Description	Country of Origin	Quantity	Unit Price EXW per item	Cost of local labor, raw material and component	Total Price EXW per item (cols. 4x5)	Unit Prices per schedule final destination inclusive of incidental services	Sales and other taxes payable per item if contract is awarded	Total Price delivered Final Destination (col 8+9) x 4
Item									
1	Standard Desktop PC with UPS	Singapore	155	Php39,387.82	0	Php6,105,112.10	Php39,387.82	0	Php6,105,112.10
2	High-end Desktop PC for Intensive IT Application with UPS	Singapore	17	Php47,757.77	0	Php811,882.09	Php47,757.77		Php811,882.09

UNISON COMPUTER SYSTEMS, INC.

120 E. Rodriguez Jr. Ave. cor. Ortigas Ave. Brgy Ugong Pasig City

Willy O. Sy
President


Jaimelyn V. Cavaban
Authorized Representative

January 23, 2013
Date

Section VII. Technical Specifications

[illegible]

	"COMPLY"
Seventeen (17) units High-end Desktop PC for Intensive IT Applications with UPS	<p>HP PRO 3330MT "COMPLY"- Micro Tower Form Factor "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY"- WIN8 PROF.DOWNGRADED TO WIN 7 64BIT</p> <p>"COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY"-HP LE2002X 20" "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY" "COMPLY"</p>
<ul style="list-style-type: none"> - Any brand / model - Mini Tower Form Factor - Intel Core i7 processor- Intel based - at least 3.40 Ghz clock speed - At least 2.5 GT/s DMI Bus Speed - At least 8 MB Cache - At least 8GB, DDR3 Memory - Windows 7 Professional 64 Bit - Operating System Recovery CD Note: (If not bundled, provide a separate Windows OS installer CD) - At least 1TB of HDD (SATA) storage capacity - At least 7200 rpm (HDD speed) DVD RW- at least 8x - Display/ Video Adapter: <ul style="list-style-type: none"> - Card - At least 64 Bit Graphic Core - At least 512 MB Video Memory - Input/Output Ports: <ul style="list-style-type: none"> - at least 1 Serial - Keyboard & Mouse: PS/@@ or USB and must be same brand as CPU At least 10/100/1000 Mbps network adapter - Must have Internal Wireless Network Adapter - At least 18.5" LCD widescreen color LCD/LED (monitor same brand as CPU (with DVI and VGA port) 2 units - At least 1024x768 resolution Must have Backup UPS (650 VA with AVR) At least 5 min. backup time, full load <ul style="list-style-type: none"> - Input connection must be IEC-320-C14 inlet - Output power capacity must be 300Watts/500V - Output must have at least 4 IEC 320 C13 - At least three (3) years warranty in parts and service (including UPS and Battery) 	
2.SUPPLY, DELIVERIES, AND TESTING SCHEDULE	
<ul style="list-style-type: none"> The delivery and installation period shall be thirty (30) calendar days upon the issuance of Notice to Proceed. All expenses for the delivery of PC Desktop shall be at the expense of the winning bidder. A penalty of one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay shall be charged until such goods are finally delivered and accepted by the PHIC authorized representatives. The proponent should provide the detailed description of PCs, the breakdown of parts (with serial numbers), software CD, and power adapter. 	<p>↑ "COMPLY" ↓ "COMPLY" ↓</p>

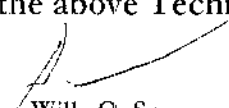
<ul style="list-style-type: none">• All user manuals, technical materials, system manuals, troubleshooting and installation guide should be provided.• The proponent must indicate the details of installation for the entire project. Both parties will determine the installation and implementation of other services based upon the agreed schedule. Implementation will immediately commence upon the issuance of the Notice to Proceed. The winning proponent shall guarantee the installation and testing of the equipment within the specified project plan as agreed by both parties.	<p>“COMPLY”</p> <p>“COMPLY”</p> <p>↑</p> <p>“COMPLY”</p> <p>↓</p>																
3. TECHNICAL ASSISTANCE																	
<ul style="list-style-type: none">• The proponent should be able to provide a technical team and dedicated personnel who will be tasked with the supply, delivery, configuration, installation, testing and maintenance of the project shall be composed of a project manager and support staff.• During the warranty period of the project, the proponent’s team should successfully provide technical assistance for hardware supply, maintenance and support.• The winning bidder should coordinate with PHIC ITRMD-ITMD regarding the technical support and other matters after awarding of project in order to facilitate a faster response with the needed support.	<p>↑</p> <p>“COMPLY”</p> <p>↓</p> <p>↑</p> <p>“COMPLY”</p> <p>↓</p> <p>“COMPLY”</p> <p>↓</p>																
4.WARRANTY AND AFTER-SALES SUPPORT																	
<ul style="list-style-type: none">• For After Sales Support, the supplier should be able to present a certification from the manufacturer, the list of <u>certified service engineers</u>. The supplier shall designate a certified service engineer (company name, contact person and phone number) out of the list provided by manufacturer. All service units should be of equal/superior specification to that of the delivered units.○ Eight (8) hours a day and five (5) times a week (8x5) on-call and on-site support must be made available to PHIC. If any of the delivered IT equipment malfunctions, the PHIC IT officer shall forward the encountered problem to the designated certified service engineer via e-mail/facsimile and helpdesk phone.	<p>↑</p> <p>“COMPLY”</p> <p>↓</p> <p>↑</p> <p>“COMPLY”</p> <p>↓</p>																
<table><tr><th colspan="3">The Service Response Time</th><th colspan="2">Issuance of Service Unit (SU)</th></tr><tr><th>On-Call</th><th>On-Site</th><th>Remarks</th><th>Replacing the Unit thru SU</th><th>Remarks</th></tr><tr><td>8am to 5pm</td><td>5 pm next business day</td><td>The on site service engineer</td><td>Within 48 hours after</td><td>A penalty shall be</td></tr></table>		The Service Response Time			Issuance of Service Unit (SU)		On-Call	On-Site	Remarks	Replacing the Unit thru SU	Remarks	8am to 5pm	5 pm next business day	The on site service engineer	Within 48 hours after	A penalty shall be	<p>↑</p> <p>“COMPLY”</p> <p>↓</p>
The Service Response Time			Issuance of Service Unit (SU)														
On-Call	On-Site	Remarks	Replacing the Unit thru SU	Remarks													
8am to 5pm	5 pm next business day	The on site service engineer	Within 48 hours after	A penalty shall be													

(on-site cut-off period)	should be able to provide recommendation within the cut off period. Penalty shall be imposed if lapses occurred after the cut-off period	the on-site cut-off period of the Service Response Time	imposed if lapses occurred after 48 hours cut-off period	↑ "COMPLY" ↓
<ul style="list-style-type: none"> ➤ A strict implementation of 1% penalty of the unit price of the defective item shall be imposed for everyday of delay on service response time/issuance of service unit. ➤ To properly monitor or validate the performance of the service engineer, he/she is required to provide a service/job order form indicating the current date, time and the transaction transpired in the PHIC office (where the support service from the supplier is conducted). ➤ As soon as the engineer had checked and declared that the defective unit/s cannot be repaired within the service response time or on site cut off period, the service units should be made available within the next 48 hours. ➤ Any movement of service units/s and malfunctioned/repared units/s shall be charged against the account of the winning supplier. ➤ The assigned service engineer should be able to determine on-site if defective equipment/s is/are under warranty or not. But, once the defective unit/s has/have been pulled-out by the service engineer of the supplier's representative, the said unit/s will be declared as repairable and all cost shall be charged to the winning supplier. ➤ If the malfunctioned unit cannot be repaired after 15 working days from the time the said unit had been pulled-out for repair, the said unit shall be replaced with a new unit of equal or higher specification. 				<p>"COMPLY"</p> <p>"COMPLY"</p> <p>"COMPLY"</p> <p>"COMPLY"</p> <p>"COMPLY"</p> <p>"COMPLY"</p> <p>"COMPLY"</p>
<ul style="list-style-type: none"> • The winning supplier should be able to provide a service report (indicating all events during the period of after sales support) twice a month, in a form of mail and e-mail addressed to ITMD Manager/PHIC IT Support Section during the warranty period. • The obligation for the warranty shall be covered by a retention money in an amount equivalent to ten percent (10%) of the total contract price from where the penalty for the delay on service response time/issuance of service unit shall be charged. The said amount, net of deduction (if any), shall only be 				<p>"COMPLY"</p> <p>"COMPLY"</p>

released after the lapse of the warranty period.	
5. DOCUMENTATION	
The winning supplier must provide the following: <ul style="list-style-type: none"> ➤ User and system manuals and technical materials of each device. ➤ Complete documentation of software and licenses, utility and recovery disks must also be provided including the inventory of the PC components and serial numbers, and ➤ Certification from the manufacturer that they are an "Authorized Dealer" of the brand being carried/distributed. 	"COMPLY" "COMPLY" "COMPLY"
6. ACCEPTANCE	
PHILHEALTH technical personnel must review and approve the installation and testing conducted by the vendor based on the test and actual results submitted. All deliverables mentioned above should be checked by PHILHEALTH and complied by the vendors before the final acceptance and turn over of the project.	↑ "COMPLY" ↓
7. DELIVERY ADDRESS AND DATE	
The winning bidder must deliver the IT equipment not more than thirty (30) calendar days after the issuance of Notice to Proceed. All equipment and software should be delivered to the following address: Room 1501, 15 th floor 709 Citystate Center Bldg., Brgy. Oranbo, Shaw Blvd., Pasig City, Metro Manila.	↑ "COMPLY" ↓
8. All items in the specifications are generic and not tailor fitted to any brand.	"COMPLY"

I hereby certify to comply with all the above Technical Specifications

Unison Computer Systems Inc.
Name of Company/Bidder


Willy O. Sy
Signature over Printed Name of Representative

January 23, 2013
Date

1

Annex "D"

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION

Citystate Centre Building, 701 Main Boulevard, Pasig City,
Heathmark 4617440-4617441, 4617442-4617443

NOTICE OF AWARD

Date Issued **10 JUN 2013**

Mr. CHRISTOPHER SY

Sales Supervisor

Unison Computer Systems, Inc.

120 E. Rodriguez Jr. Ave., Ugong, Pasig City

Telephone: (02) 620-2988 loc. 125

Fax No.: (02) 638-2885

Dear Mr. Sy

We are pleased to notify you that your bid proposal for the procurement of **155 units Standard Desktop PC with UPS and 17 units High-end Desktop PC for Intensive IT Applications with UPS** for the execution of **Unison Computer Systems, Inc.** at the Contract Price equivalent to **Six Million Nine Hundred Sixteen Thousand Nine Hundred Ninety Four Pesos and Nineteen Centavos (PhP6,916,994.19)** is hereby accepted.

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

Very truly yours



ENRIQUE T. OÑA, M.D.

Secretary of Health/ Chairman of the Board and

OIC- President and CEO

Conformed:



Mr. CHRISTOPHER SY

Sales Supervisor

Date: _____



**BIDS AND AWARDS COMMITTEE FOR INFORMATION TECHNOLOGY
RESOURCES (BAC-ITR)
RESOLUTION NO. 15, S. 2013**

**RESOLUTION RECOMMENDING THE DECLARATION OF UNISON COMPUTER SYSTEMS, INC.
AS THE BIDDER WITH THE LOWEST CALCULATED AND RESPONSIVE BID (LCRB) AND THE
AWARD THERETO OF THE CONTRACT FOR THE BIDDING ON THE PROCUREMENT OF 155
UNITS STANDARD DESKTOP PC WITH UPS AND 17 UNITS HIGH-END DESKTOP PC FOR
INTENSIVE IT APPLICATIONS WITH UPS**

WHEREAS, pursuant to BAC-ITR Resolution No. 06, s. 2013, the BAC-ITR recommended the post-disqualification of The Value Systems Phils., Inc. and directed the Technical Working Group (TWG) to proceed with the post qualification of Unison Computer Systems, Inc. as the bidder with the Second Lowest Calculated Bid (2nd LCB) for the procurement of 155 units Standard Desktop PC with UPS and 17 units High-end Desktop PC for Intensive IT Applications with UPS

WHEREAS, the TWG conducted an evaluation for Unison Computer Systems, Inc. (Unison) on May 8, 2013 and presented its report in the BAC-ITR meeting held on May 17, 2013 and informed the committee that the bid proposal of Unison 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 Unison Computer Systems, Inc. as the bidder with the Lowest Calculated and Responsive Bid and that the contract be awarded thereto;

NOW, THEREFORE, premises considered, the BAC-ITR resolves, as it is hereby resolved, to recommend to the Secretary of Health / Chairman of the Board and OIC- President and CEO the award of the contract for the bidding on the procurement of **155 units Standard Desktop PC with UPS and 17 units High-end Desktop PC for Intensive IT Applications with UPS** to **UNISON COMPUTER SYSTEMS, INC.**

IT IS SO RESOLVED.

Signed this 17th day of May 2013 at Pasig City


SVP EDGAR JULIO S. ASUNCION

Chairperson


VP EVELYN C. BANGALAN

Vice-Chairperson

Section IV. General Conditions of Contract

1. Definitions

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

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

(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

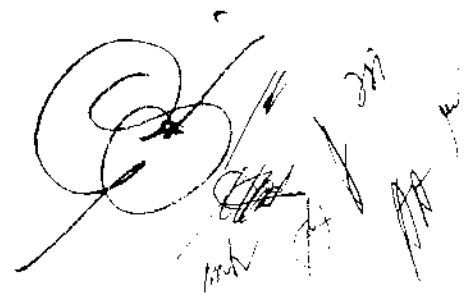
- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 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:

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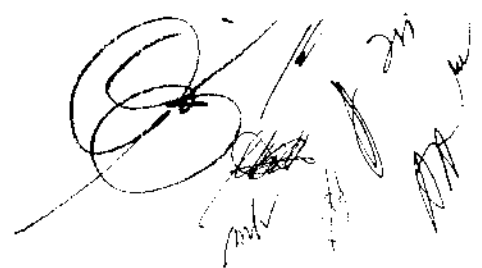
- (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.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

12. Taxes and Duties

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

13. Performance Security

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

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

14. Use of Contract Documents and Information

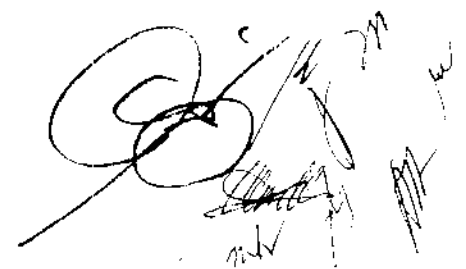
- 1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the 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.
- 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.

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17. Warranty

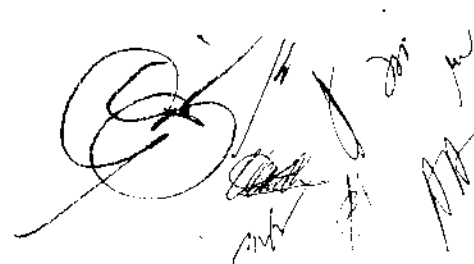
- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2.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



only 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 C-CC Clause 25, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

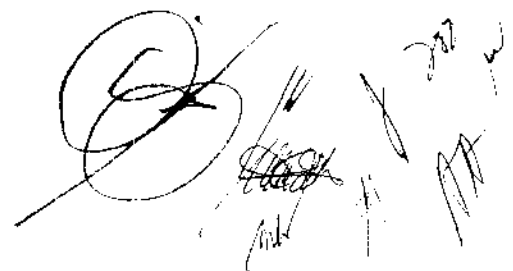
- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (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

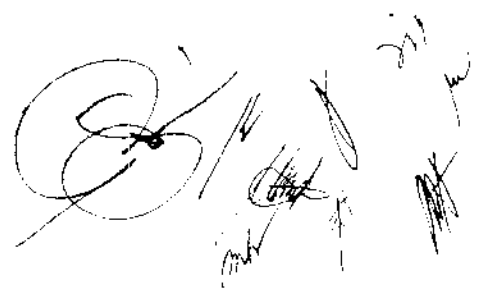
26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited 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 grounds, 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.
- (e) 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;
- (c) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

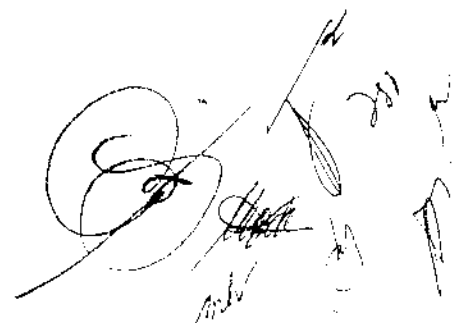
The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

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

30. Application

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



Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is Philippine Health Insurance Corporation .
1.1(h)	The Supplier is <i>to be inserted at the time of contract award</i> .
1.1(i)	The Funding Source is: Philippine Health Insurance Corporation Corporate Operating Budget for CY 2012 in the amount of Nine Million Eight Hundred Eleven Thousand Three Hundred Forty Pesos (PHP9, 811,340.00)
1.1(k)	The Project Site is <i>at PhilHealth Head Office</i>
5.1	The Procuring Entity's address for Notices is: EDGAR JULIO S. ASUNCION, Senior Vice-President, Chief Legal Executive, and BAC FTR Chairperson, Room 1002, 10th Floor CityState Centre, 709 Shaw Boulevard, Pasig City
6.2	<p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI.</p> <p>Delivery and Documents –</p> <p>The Delivery terms of this Contract shall be as follows:</p> <p>155 units Standard Desktop PC with UPS and 17 units High-end Desktop PC for Intensive IT Applications with UPS shall be delivered to Room 1505, 15th Floor Citystate Centre Bldg., 709 Shaw Blvd., Bgy. Oranbo, Pasig City. Risk and title will pass from the Supplier to PhilHealth upon receipt and final acceptance of the Goods at their final destination."</p> <p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI, Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods and Services to the Project Site, the Supplier shall notify PhilHealth and present the following documents to PhilHealth:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI, Schedule of Requirements:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods.

for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract and

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

Spare Parts –

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

The Supplier shall carry sufficient inventories to assure ex stock supply of consumable spares for the Goods for a period of *five (5) years*.

Packaging –

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

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

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

PHILIPPINE HEALTH INSURANCE CORPORATION

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

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

Insurance –

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

Transportation –

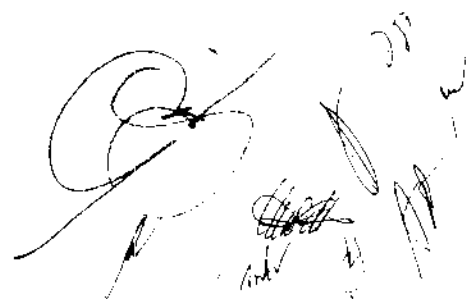
PhilHealth accepts no liability for the damage of Goods during transit. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to PhilHealth until their receipt and final acceptance at the final destination.

Patent Rights –

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

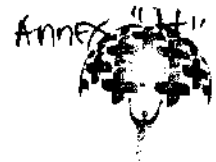
10.2

NO FURTHER INSTRUCTIONS



16.4	NO FURTHER INSTRUCTIONS
16.4(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 Physical Resources and Infrastructure Department (PRID) during the installation, testing, and commissioning of the Project. • The bidders must ensure that the proposed 155 units Standard Desktop PC with UPS and 17 units High-end Desktop PC for Intensive IT Applications with UPS 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 155 units Standard Desktop PC with UPS and 17 units High-end Desktop PC for Intensive IT Applications with UPS.
17.3	<ul style="list-style-type: none"> • The maintenance period will be for a period of three (3) years. • All software/hardware should be covered by warranty on services, upgrades and updates on the 155 units Standard Desktop PC with UPS and 17 units High-end Desktop PC for Intensive IT Applications with UPS 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 155 units Standard Desktop PC with UPS and 17 units High-end Desktop PC for Intensive IT Applications with UPS whenever problems should occur. • The winning bidder should provide an 24x7 phone and technical support to PhilHealth within the three (3) years contract. • Expenses for the technical personnel who will provide the technical service on site to PHILHEALTH shall be at the expense of the winning bidder.
21.1	NO ADDITIONAL PROVISION.

Handwritten signature and circular stamp, likely an official mark or seal.



BID BULLETIN

BIDDING FOR THE PROCUREMENT OF 155 UNITS STANDARD DESKTOP PC WITH UPS AND 17 UNITS HIGH-END DESKTOP PC FOR INTENSIVE IT APPLICATIONS WITH UPS

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 155 units Standard Desktop PC with UPS and 17 units High-end Desktop PC for Intensive IT Applications with UPS (ITB No. PC 2012-003-IT)**, viz:

PROVISIONS/QUERIES	AMENDMENT / CLARIFICATION
On page 9: PREPARATION OF BIDS	
12. Documents Comprising the Bid: Eligibility and Technical Components	The BAC-ITR and the Secretariat for the Bids and Awards Committees would like to inform the bidders of the following:
12.1 Unless otherwise indicated in the <u>BDS</u> , the first envelope shall contain the following eligibility and technical documents:	
(a.) Eligibility Documents –	
<u>Class "A" Documents</u>	
(i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the <u>BDS</u> .	The prospective bidder MUST submit the COMPLETE documents including its attachments.
(ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;	The prospective bidder MUST submit: <ul style="list-style-type: none">• <u>CY 2013 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 2012 Mayor's permit AND Official Receipt for Application of the CY 2013 Mayor's Permit if not yet issued</u>
On page 41: SECTION VI SCHEDULE OF REQUIREMENTS	
Within Thirty (30) Calendar Days after the issuance and receipt of the winning bidder of the Notice to Proceed.	The BAC-ITR, Technical Working Group (TWG) and the End-user would like to inform the bidders of the following: Within <u>Forty Five (45)</u> Calendar Days after the issuance and receipt of the winning bidder of the Notice to Proceed.

BID BULLETIN: Procurement of 155 units Standard Desktop PC with UPS and 17 units High-end Desktop PC for Intensive IT Applications with UPS



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On page 41: SECTION VII
TECHNICAL SPECIFICATIONS

DETAILS AND SPECIFICATIONS OF DESKTOP PC:

One Hundred Fifty Five (155) units Standard
Desktop PC with UPS

- Any brand / model
- Mini Tower Form Factor
- Intel Core i5 processor- Intel based
- at least 3.0 Ghz clock speed
- At least 2.5 GT/s DMI Bus Speed
- At least 6 MB Cache
- At least 4GB, DDR3 Memory
- Windows 7 Professional
- Operating System Recovery CD
- Note:** (If not bundled, provide a separate

Windows OS

installer CD)

- any brand HDD
- At least 500 GB of HDD (SATA) storage capacity
- At least 7200 rpm (HDD speed)
- With DVD ROM, at least 16X speed
- Display/ Video Adapter:
 - Integrated
 - At least 256 MB Video Memory
- Input / Output Ports
 - USB version 2.0 (at least 6)
- PS/2 or USB keyboard and mouse (must be the same brand as CPU)
- At least 10/100/1000 Mbps network adapter
- Must have internal Wireless Network Adapter
- At least 18.5" LCD widescreen color (monitor same brand as CPU (with DVI and VGA port)
- At least 1024x768 resolution
- Must have Backup UPS (650 VA with AVR) At least 5 min. backup time, full load
- Input connection must be IEC-320-C14 inlet
- Output power capacity must be 300Watts/500V
- Output must have at least 4 IEC 320 C13
- At least three (3) years warranty in parts and service (including, UPS and Battery)

The BAC-ITR, Technical Working Group (TWG) and the End-user would like to inform the bidders of the following:

Micro/Mini Tower Form Factor

Windows 7 Professional 32 Bit

At least with DVD ROM, at least 16X speed

At least 256 MB Shared Video Memory

Must have Internal Wireless Network Adapter (PCI)

Must have Backup UPS (650 VA with AVR) At least 4 min. back up time, full load

Output power capacity must be 400Watts/650 VA

BIDDING LIST FOR Procurement of 155 units Standard Desktop PC with UPS and 1 unit High end Desktop PC for Internal IT Application with UPS

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Seventeen (17) units High-end Desktop PCs for Intensive IT Applications with UPS

- Any brand / model
- Mini Tower Form Factor
- Intel Core i7 processor- Intel based
- at least 3.40 Ghz clock speed
- At least 2.5 GT/s DMI Bus Speed
- At least 8 MB Cache
- At least 8GB, DDR3 Memory
- Windows 7 Professional 64 Bit
- Operating System Recovery CD
- Note:** (If not bundled, provide a separate Windows OS installer CD)

- At least 1 TB of HDD (SATA) storage capacity

- At least 7200 rpm (HDD speed)

- DVD R/W, at least 8X speed

- Display/ Video Adapter:

- Card

- At least 64 Bit Graphic Core

- At least 512 MB Video Memory

- Input / Output Ports

- at least 1 Serial

- Keyboard & Mouse: PS/2 or USB and must be same brand as CPU

- PS/2 or USB keyboard and mouse (must be the same brand as CPU)

- At least 10/100/1000 Mbps network adapter

- Must have Internal Wireless Network Adapter

- At least 18.5" LCD widescreen color LCD/LED monitor same brand as CPU (with DVI and VGA port) 2 units

- At least 1024x768 resolution

- Must have Backup UPS (650 VA with AVR) At least 5 min. backup time, full load

- Input connection must be IEC-320-C14 inlet

- Output power capacity must be 300Watts/500V

- Output must have at least 4 IEC 320 C13

- At least three (3) years warranty in parts and service (including UPS and Battery)

Micro/Mini Tower Form Factor

Keyboard & Mouse: PS/2 or USB and must be same brand as CPU

At least 18.5" LCD/LED widescreen color monitor same brand as CPU (with DVI and VGA port) 2 units

Must have Backup UPS (650 VA with AVR) At least 4 min. back up time, full load

Output power capacity must be 400Watts/650 VA


REMINDERS:


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

BID BULLETIN: Procurement of 17 units Standard Desktop PC with UPS and 17 units High-end Desktop PC for intensive IT applications with UPS

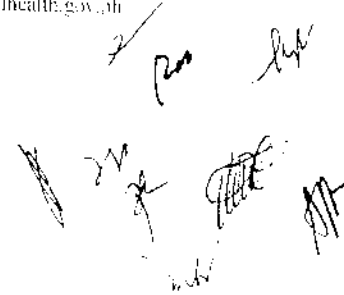
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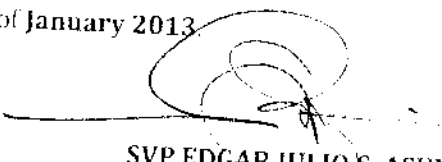


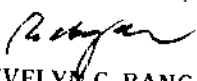
This BID BULLETIN shall form part of the eligibility and technical bid proposal to be submitted on **January 23, 2013**.


The deadline for submission of bid proposals will be on **January 23, 2013 1:30 p.m.** Likewise, **Opening of Bids** will commence on the said date and time.


Those bidders who obtained the bidding documents for this project and would not submit their respective bid proposals on **January 23, 2013** **must submit a letter of non-participation** stating their reasons at the Office of the Secretariat for the Bids and Awards Committees. The letter of non-participation must be submitted to SBAC on or before 5:00 p.m. of January 23, 2013.

Issued this **16th** day of **January 2013**.


SVP EDGAR JULIO S. ASUNCION
Chairperson



VP EVELYN C. BANGALAN
Vice-Chairperson


SM EVANGELINE F. RACELIS
Member


SM MA. SOPHIA B. VARLEZ
Member

or, official business
SM HENRY V. ALMANON
Member


ATTY. JERRY F. IBAY
Member


SM LOLITA V. TULIAO
Member/End-User

