

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

The PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation, existing by virtue of Republic Act 7875 as amended, otherwise known as the "National Health Insurance Act of 1995", with Regional Office Address at the Builders Place, Del Rosario St., Tuguegarao City, represented by its Regional Vice President, MR. OSCAR B. ABADU, JR., hereinafter referred to as "PHILHEALTH",

-AND-

MASANGKAY COMPUTER CENTER, a private enterprise, organized and existing under pertinent laws of the Republic of the Philippines, with business address at 1143 G. Masangkay Street, Sta Cruz, Manila, represented by, PETER W. KO, hereinafter referred to as the "SUPPLIER",

-WITNESSETH THAT-

WHEREAS, PHILHEALTH invited Bids for Information Technology Equipment, viz., Lot Number 1 (35 Units Computer Standard), Lot Number 2(4 Units Laptop Standard), Lot Number 3 (5 Units Printer Dot Matrix) and Lot Number 5 (6 Units Router wireless);

WHEREAS, the SUPPLIER has accepted a Bid and binds itself to provide Information Technology Equipment of **PHILHEALTH**;

WHEREAS, PHILHEALTH, desires to avail the previously mentioned services at reasonable cost;

NOW THEREFORE, for and in consideration of the foregoing premises, the party hereby agrees to undertake the following conditions;

1. **PHILHEALTH** obligates itself to pay the **SUPPLIER** the contract price of **TWO MILLION EIGHTY SIX THOUSAND FOUR HUNDRED TWELVE PESOS (Php 2,086,412.00)** upon completion/delivery, to remedy defects therein in conformity in all respects with the provision of the contract and subject to government accounting rules and procedures;
2. For and in consideration of the above-stated contract price, the **SUPPLIER** binds himself to undertake the following Technical Specifications;

ITEM DESCRIPTION

LOT 1 (35 Units Computer Desktop PC with UPS – Standard)	
Details	Standard (ACER M6620G Desktop PC with APC 650VA / 390 watts
Form factor	Tower or Mini Tower
Processor:	Intel based
Technology	Core i5
Clock Speed	3.2 GHz
Cache	6 MB or higher
Memory	DDR3
Type	8 GB or higher
Operating System	Windows 7 Professional 64 bit

Installer	Y
Recovery Disk	Y
HDD Storage	Internal SATA
Capacity	500 GB or higher
Speed	7200 rpm or higher
DVD-RW Drive	Internal SATA
Capability	Super-Multi
Display/Video Adapter	
Memory	1 GB or higher
Ports	VGA, DVI, HDMI
I/O Ports	
USB 2.0; optional USB 3.0	At least 6 combined
USB Keyboard and Mouse	Same Brand as the system unit
Network	
Wired	10/100/1000 Mbps
WiFi	Internal; 802.11 b/g/n; at least 54 Mbps
Monitor	LCD or, preferably, LED; same brand as the system unit
Size	Acer 21.5 widescreen LED
Resolution	1280 x 800 or higher
Interface	VGA and DVI; optional HDMI
UPS with AVR	At least 4 min. backup time, full load
Output capacity	390 watts/650 VA or higher
Input Interface	IEC 320-C14, or preferably, NEMA 5-15P
Output Interface	At least 4 IEC 320 C13, or preferably, NEMA 5-15 R
Warranty	3 years for bulk purchase (parts & services)

LOT 2 (4 Units Laptop - Standard)	
Details	Standard (ACER TMP243-MG-53212g75mtkk)
Processor:	Intel based
Technology	Core i5
Clock speed	2.5 GHz or higher
Cache	3 MB or higher
Memory	4 GB or higher
Type	DDR3
Operating System	Windows 8 Pro 64 bit
Recovery System	Y
Screen	At least 13.3 inches
Touch Sensor	Preferred
Webcam	Y
HDD Storage	Internal
Capacity	750GB HD
DVD-RW Drive	External preferred

Speed	Super-Multi
Bundled Software	Burning Software
I/O Ports	
USB 2.0; USB 3.0	At least 2 combined
HDMI	Y
VGA	Y
Network	
Wired	10/100/1000 Mbps
WiFi	802.11 b/g/n; at least 54 Mbps
Audio	
Built-in Stereo Speakers	Y
Built-in Microphone	Y
Carrying case	Y
Warranty	3 years for bulk purchase (parts & services)

Lot 3 (5 Units Printer – Dot Matrix)	
Details	Standard
Brand	EPSON
Model	LQ2190
Pins	24
Column carriage width 132	132
Bi-directional	Y
Cps printing speed in draft mode	450
Tractor/fiction feed mechanism	Y
Parallel interface	Y
Long life printer head	400 million strokes / wire
High Mean Between Failures (MTBF) rating	10,000 POH
Long life ribbon cartridge	At least 8 million characters
Warranty	3 years for bulk purchase (parts & services)

Lot 5 (6 units Router-Wireless)	
Details	Standard
Network Interface	At least two (2) MDX, auto-sensing 10/100/1000mbps & Power over Ethernet ports
LED Display	Power/Status, Ethernet Status, Wireless Status, Wireless network quality indicator
Connection (Wireless)	Must support up to 100 concurrent stations 20 VO-FI (Voice Over WiFi) clients
Performance	150-200 mbps bursting to 300 mbps sustainable data & 80 mbps video throughput
Data Rate	Must support up to 130 mbps at 20MHz auto channel selection

Service Set Identifier	Up to eight (8) SSID
Wireless Security	WEP, WPA-PSK, WPA-TKIP & WPA2 AES
Authentication	Must have local authentication database, & must support RADIUS & Active Directory
Operating Range	Up to 5,000 sq. ft. (460 sq. meters) area
Supported Standards	802.11e, 802.11b/g/n, 802.11i (WiFi sec), 802.1Q (VLAN) & 802.3AF (PoE) compliance
Features	Integrated smart antenna array, Automatic interface avoidance & can extend the range/Coverage up to four times
Management	Must have a web-based management (WebUI)
Customer Service	8 hours/day x 5 days/ week On-call Support
Warranty	1 year on parts and services including peripherals
Technical support	8 hours / day x 5 days/ week On-site support
Response Time	Within 1 hour for on-call support after receipt of report
	Within 24 hours for on-site support after receipt of report

I. SUPPLY, DELIVERY, AND TESTING SCHEDULE

1.1 The delivery and installation period to PhilHealth Regional Office 2 shall be twenty five (25) calendar days upon the issuance of the Purchase Order. All expenses for the delivery of the above-mentioned IT Equipment shall be at the expense of the winning bidder. A penalty of one-tenth (1/10) of one (1) percent (%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the PHIC authorized representatives.

1.2 The proponent should provide the description of said equipment. The breakdown of parts (with serial numbers), software CD power adapter (if applicable).

1.3 The proponent should provide all user manuals, technical materials, system manuals, troubleshooting and installation guide.

1.4 The proponent must indicate the details of installation for the entire project. Both parties will determine the installation and implementation of the 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 the equipment for seven (7) days after the delivery of the same.

II. TECHNICAL ASSISTANCE

2.1 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 equipment. This team shall be composed of a project manager and support staff (all references should be listed to validate information).

2.2 During the period of the project, the proponent team should successfully provide technical assistance for hardware supply, maintenance and support.

2.3 The winning bidder should coordinate with MR. MARLON T. MALANA or MR. SIMEON MANUEL of the Information & Technology Management Section regarding the technical support and other matters after awarding of project in order to facilitate a faster response with the needed support.

III. WARRANTY AND AFTER SALES SUPPORT FOR COMPUTER, LAPTOP, PRINTER

3.1 For After Sales Support, the supplier should be able to present a certification from the manufacturer, the list of certified service engineers. 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.

3.2 A seven (7) hours a day and five (5) times a week (7x5) on-call and on-site support must be made available to PHIC. If any of the delivered IT equipment malfunctions, the PRO General Services Unit shall forward the encountered problem after proper evaluation and recommendation of the Information Technology Management Section to the designated certified service engineer/ authorized service center via e-mail / facsimile and helpdesk (phone).

The Service Response Time:

On Call: 8am to 5 pm

On Site: 5 pm, next business day (On site cut-off period)

Remarks: The on-site service engineer should be able to provide recommendation within the cut-off period. Penalty shall be imposed if lapses occurred after the cut-off period.

Issuance of Service Units (SU)

Replacing the Units thru Service Units: Within 48 hours after the On Site cut-off period of the Service Responses Time

Remarks: The on-site service engineer should be able to provide recommendation within the cut-off period. Penalty shall be imposed if lapses occurred after the cut-off period.

3.3 The winning bidder shall provide a Local Service Center (LSC) (from Tuguegarao City or any LSC from the Region) which will be responsible in trouble shooting IT equipment problems ranging from simple to complex.

3.4 A strict implementation of one-tenth (1/10) of one (1) percent (%) penalty of the unit price of the defective item shall be imposed for every day 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 Philhealth Regional Office 2 (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 units should be made available within the next 48 hours. Any movement of the service unit/s and malfunctioned/repaired unit/s shall be charged against the account of winning supplier. The assigned engineer should be able to determine on-site if defective equipments/s is/are under warranty or not. But, once the defective unit/s has/have been pulled-out by the service engineer or the supplier's representative, the said unit/s will be declared as repaired 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 (should be equal or higher specification).

VI. TRAINING

4.1 The Supplier must provide technical trainings free of charge. The training must be provided thirty (30) calendar days after delivery of the Information Technology Equipment. The Supplier must provide in-depth technical trainings at manufacturers' authorized training centers / laboratory and to be conducted by manufacturers' certified trainers/instructors for PhilHealth Regional Office 2 technical support personnel. The trainings shall focus on the technology used by the equipment and its applications and must include hands-on exercises.

Course Title	Duration
Intensive Hardware and Software Training for Desktop PC	½ day
Windows 7 Advance Technical Training (Course: Installing & Configuring Windows 7 Operating System)	½ day
MS Office 2007	½ day
Printer Trouble Shooting Maintenance	½ day
Venue	Participants
PhilHealth Regional Office 2	8

V. DOCUMENTATION

5.1 The bidder must provide user 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 desktop PC components, Laptops, printers, Wireless Router and their serial numbers.

VI. ACCEPTANCE

6.1 PhilHealth Regional Office 02 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 Regional Office 2 and complied by the vendors before final acceptance and turnover of the project.

VII. DELIVERY ADDRESSES & DATE

7.1 The winning bidder must deliver the IT equipment not more than twenty five (25) calendar days after the issuance of Purchase Order. The training must be provided thirty (30) calendar days after the delivery period. All equipment & software should be delivered to PhilHealth Regional Office 2, The Builder's Place, Del Rosario St., Tuguegarao City.

VIII. VIOLATION

Any violation by one of the parties of the terms and conditions set forth herein results as a right or basis for the termination of this contract. In such event, the aggrieved party will make a formal notice to the guilty party of the term/s and condition/s violated. However, despite the right to terminate then obtaining, the parties shall endeavor to amicably or extra-judicially settle the matter. Furthermore, if amicable or extra-judicial settlement cannot be arrived at and termination of the contract is the only solution, then the conditions set forth under Section 5 will be applied and the procedures expressed shall be followed.

IX. LITIGATION AND VENUE

In the event judicial relief against the guilty party is filed before regular courts for the enforcement of the terms and conditions in the contract, the guilty party, in addition to any other damages that may be awarded by the court, is duty bound to pay ten (10%) percent of the amount claimed but in no case less than ten thousand pesos (P10, 000, 00) as attorney's fees aside from the cost of litigation and other expenses which the law entitles the aggrieved party to recover. The parties agree that the venue of litigation is in the proper courts of Tuguegarao City, Province of Cagayan.

X. SEPARABILITY CLAUSE

If any paragraph, sub-paragraph or any part of this contract is declared contrary to law, public policy, or otherwise declared invalid, the same shall not affect the validity of the other paragraphs, and of the contract as a whole.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this 27th day of December 2014, in Tuguegarao City, Cagayan.

MASANGKAY COMPUTER CENTER

PHILIPPINE HEALTH
INSURANCE CORPORATION


BY:

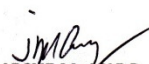

PETER W. KO
Owner / Manager

BY:


MR. OSCAR B. ABADDU, JR.
Regional Vice President

Signed in the presence of:


MS. KELLY MAE D. CALIMAG
Fiscal Controller III


MR. JOSUE M. ANOG
Official Canvasser, PRO 2

ACKNOWLEDGEMENT

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

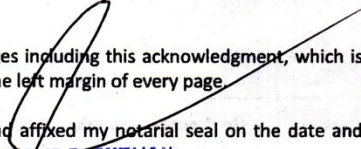
BEFORE ME, personally appeared this JAN 06 2015 day of JANUARY 2015 at TUGUEGARAO CITY Philippines.

NAME	VALID IDENTIFICATION	DATE/PLACE OF ISSUE
OSCAR B. ABADDU, JR.	N02-05-270119 - Drivers license	Tuguegarao City
PETER L. WO	N02-86-041117 - Drivers license	Moray, Philippines

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged that the same is their free and voluntary act and deed and that of the institution they represent.

This CONTRACT OF SERVICE consists of seven (7) pages including this acknowledgment, which is written signed by the parties and their witnesses on the left margin of every page.

IN TESTIMONY WHEREOF, I have hereunto signed and affixed my notarial seal on the date and place first above-written.


ATTY. RAYMOND P. GUZMAN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2015
P.D. NO. 136514 ISSUED ON
JAN-02-2014 AT TUG. CITY

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