CONTRACT FOR THE
PROCUREMENT OF INK/TONER CARTRIDGE
FOR KYOCERA MITA PRINTER

THIS CONTRACT made on the _____, 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 17th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its Executive Vice-President and Chief Operating Officer, **RAMON F. ARISTOZA, JR.,** (hereinafter called **"PHILHEALTH"**).

-and-

PHILCOPY CORPORATION, a corporation, organized and registered with the Securities and Exchange Commission under S.E.C. Registration No. 89173 issued on 20 May 1996, and existing under the laws of the Republic of the Philippines, with business address at 793 J.P. Rizal Street, Poblacion, Makati City, represented herein by its **MANAGING DIRECTOR, MR. EFREN LIM QUIDILLA** (hereinafter called **"PHILCOPY"**).

WITNESSETH, That-

WHEREAS, PHILHEALTH invited Bids for the **Procurement of Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2B) [ITB No. ITC 2014-001-GS]** and has accepted a Bid by **PHILCOPY** for the supply of those goods in the sum of ***FIFTY-THREE THOUSAND NINE HUNDRED EIGHTY-FOUR PESOS (PhP53,984.00) ONLY,*** (hereinafter called **"the Contract Price"**).

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as they hereby agree and bind themselves as follows:

1. In this Contract 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 Contract, viz.:

   (a) the Financial Proposal submitted by **PHILCOPY (Annex "A")**;
   (b) the Schedule of Requirements **(Annex "B")**;
   (c) the Technical Specifications **(Annex "C")**;
   (d) the General Conditions of Contract **(Annex "D")**;
   (e) the Special Conditions of Contract **(Annex "E")**;
   (f) the Bid Bulletin No. 01 **(Annex "F")**;
   (g) the BAC-GS Resolution No. 016, s. 2014 **(Annex "G")**;
   (h) the Notice of Award **(Annex "H")**; and
   (i) the Performance Security **(Annex "I")**.

3. In consideration of the payments to be made by **PHILHEALTH** to **PHILCOPY** as herein mentioned, **PHILCOPY** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Contract;

4. **PHILHEALTH** hereby covenants to pay **PHILCOPY** 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.

Ramon F. Aristoza, Jr.
EVP and COO

Efren Lim Quidilla
Managing Director, Philcopy Corporation

Witness for Philcopy Corporation

Edgar Paolo S. Asuncion
SVP, Legal Sector

Witness for Philcopy Corporation

Mario S. Matanguihan
SM, Physical Resources & Infrastructure

Hannah Lorraine A. Dalisay
Division Chief, Acctng. & Internal Control, Comptrollership Dept.

5. 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.

6. **PHILCOPY** hereby covenants to deliver in favor of **PHILHEALTH** the goods/services based on **Annex "C"** of this Contract.

7. Full delivery shall be undertaken by **PHILCOPY** as stated in Annex "B" (Schedule of Requirements) of this Contract.

   For the delivery to and acceptance by **PHILHEALTH** of the ink/toner cartridges and upon submission of **PHILCOPY** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements as may be required by **PHILHEALTH**, the latter shall pay, within fifteen (15) working days, the sum representing ninety percent (90%) of that stated in the invoice/statement of billing account or the corresponding price of the cartridges delivered to and accepted by **PHILHEALTH**.

   PHILHEALTH shall hold the **ten percent (10%) of the Contract Price** as **retention money** or as obligation for **"Warranty"**. Said amount shall only be released after the lapse of the **three (3) months warranty period** in the case of Expendable supplies, or a minimum period of one (1) year in the case of Non-Expendable supplies as required under **Section 62 (Warranty) of the Revised IRR of RA 9184;** Provided, however, that the goods supplied are free from latent and patent defects and all the conditions imposed under this Contract have been fully met; Provided, further, that **PHILCOPY** may opt to post a **special bank guarantee** equivalent to at least **ten percent (10%) of the total contract price.** The said special bank guarantee must have a validity period of **three (3) months** covering the whole duration of the **warranty period.**

8. 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. No. 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 Contract 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

By:

RAMON F. ARISTOZA, JR.
Executive Vice-President and Chief Operating Officer

PHILCOPY CORPORATION

By:

EFREN LIM QUIDILLA
Managing Director

Signed in the presence of:

EDGAR JULIO S. ASUNCION
Senior Vice President for Legal Sector

MARIO S. MATANGUIHAN
Senior Manager
Physical Resources & Infrastructure Department

CAF # 2014-004 SN

ATTY. HANNAH LORRAINE A. DALISAY
Division Chief, Comptrollership Department

MARIA FELICHE R. MARCELO
Witness for **PHILCOPY CORPORATION**

MARIA JESUSITA P. SANTOS
Witness for **PHILCOPY CORPORATION**

ACKNOWLEDGEMENT

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

BEFORE ME, this ____ day of 13 MAY 2014, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

RAMON F. ARISTOZA, JR.
Philippine Health Insurance Corporation

EFREN LIM QUIDILLA
Philcopy Corporation

TIN 110-409-573

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of _____ (___) 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. 214
Page No. 43
Book No. V
Series of 2014

ATTY. PERLITO B. LAMPANILLA
NOTARY PUBLIC VALID UNTIL 12-31-14
SUITE B 2ND FLOOR OVERLAND PARK BUILDING
NO. 245 BANAWE COR. QUEZON AVENUE QUEZON CITY
ADM. MATTER No. NP-098 (2013-2014)
PTR 7723031-18-13 QC
IBP 888280 2-3-12 PASIG CITY
LM IBP ROLL No. 010564 2-3-12 PASIG CITY
ROLL No. 37522
MCLE COMPLIANCE No. III-0015235-5-10 Q.C
MCLE COMPLIANCE NO. IV-0018064 4-25-13 PASIG CITY

Annex A

ANNEX "C"

Bid Form

Date: February 10, 2014
Invitation to Bid No. ITC 2014-001-GS

he Chairperson
ids and Awards Committee
HILHEALTH

entlemen and / or Ladies:

Having examined the Bidding Documents including **Bid Bulletin Number 01**, the receipt of which is ereby duly acknowledged, we, the undersigned, offer to ***SUPPLY /DELIVER INK/TONER CARTRIDGE OR KYOCERA MITA PRINTER (LOT 2B)*** in conformity with the said Bidding Documents for the sum ated hereunder:

PARTICULARS	COST per Item (Inclusive of VAT)	Total Cost (Inclusive of VAT)
TOTAL Fifty Three Thousand Nine Hundred Eighty Four Pesos and 00/100.		
Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9130DN	Php 11, 760.00	Php 35, 280.00
Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9100DN	Php 9, 352.00	Php 9, 352.00
Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9120DN	Php 9, 352.00	Php 9, 352.00

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

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within e 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 .2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your writen acceptance thereof d 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 ocuments.

ated this 10th day of February 2014.

MGPL

MARI-GRACE P. ACLAN, CSO
(in the capacity of)

gnature)

ly authorized to sign Bid for and on behalf of **PHILCOPY CORPORATION**

MGPL

Annex B

ANNEX "A"

SECTION VI. Schedule of Requirements

INK/TONER CARTRIDGE FOR KYOCERA MITA PRINTER (LOT 2B)

Item Description	Quantity	Delivery Requirement
Toner Cartridge for KYOCERA Mita Network Printer Model: ECOSYS FS-9130DN	3	Delivery shall be made within thirty (30) working days upon issuance and receipt by the winning bidder of the Notice to Proceed.
Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9100DN	1	
Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9120DN	1	

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

PHILCOPY CORPORATION	**MARI-GRACE P. ACLAN**	**February 10, 2014**
Name of Company/Bidder	Signature over Printed Name of Representative	Date

MGPA

Annex "C"

ANNEX "B"

SECTION VII. Technical Specifications

INK/TONER CARTRIDGE FOR KYOCERA MITA PRINTER (LOT 2B)

Quantity	Item Description	Approximate No. of Copies	Statement of Compliance
3	Toner Cartridge for KYOCERA Mita Network Printer Model: ECOSYS FS-9130DN	40,000 pages	COMPLY
1	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9100DN	40,000 pages	
1	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9120DN	40,000 pages	

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

PHILCOPY CORPORATION Name of Company/Bidder	**MARI-GRACE P. ACLAN** Signature over Printed Name of Representative	**February 10, 2014** Date

MGPA

Annex D

Section IV. General Conditions of Contract

1. **Definitions**

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

(a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.

(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this Section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.

(h) "The Procuring Entity's country" is the Philippines.

(i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.

(j) The "Funding Source" means the organization named in the SCC.

(k) "The Project Site," where applicable, means the place or places named in the SCC.

(l) "Day" means calendar day.

(m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

(n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

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

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

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

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

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

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

4. **Governing Law and Language**

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

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

5. **Notices**

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

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

6. **Scope of Contract**

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

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

7. **Subcontracting**

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

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

8. **Procuring Entity's Responsibilities**

8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. **Prices**

9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. **Payment**

10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.

10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

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

11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

11.2. For Goods supplied from abroad, the terms of payment shall be as follows:

(a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

(b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

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

12. Taxes and Duties

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

13. Performance Security

13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.

13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

(a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

(b) The Supplier has no pending claims for labor and materials filed against it; and

(c) Other terms specified in the SCC.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such

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

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

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

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.

16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

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

17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

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

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 contact 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 merit* 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.

Annex "E"

Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is ***Philippine Health Insurance Corporation.***
1.1(i)	The Supplier is *[to be inserted at the time of contract award].*
1.1(j)	The Funding Source is: **The Continuing Appropriations of 2013** in the amounts of ***Five Hundred Eighty-Four Thousand Nine Hundred Eighty Pesos (PhP584,980.00) for the Procurement of Ink/Toner Cartridge for HP Printer (Lot 1); Two Hundred Thirty-Two Thousand Five Hundred Eighty-One Pesos (PhP232,581.00) for the Procurement of Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2); One Hundred Forty-Six Thousand Five Hundred Twenty-Four Pesos (PhP146,524.00) for the Procurement of Ink/Toner Cartridge for Canon Printer (Lot 3); and Seventy-Nine Thousand Eight Hundred Thirty Pesos (PhP79,830.00) for the Procurement of Ink/Toner Cartridge for Samsung Printer (Lot 4)***
1.1(k)	The Project Site is *at PhilHealth Head Office*
5.1	The Procuring Entity's address for Notices is: ***SVP MELINDA C. MERCADO,*** *Chief Management Executive, and BAC-GS Chairperson, Room 1002, 10th Floor CityState Centre,709 Shaw Boulevard, Pasig City*
6.2	Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI. **Delivery and Documents –** The Delivery terms of this Contract shall be as follows: **The Ink/Toner Cartridge for HP Printer (Lot 1); Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2); Ink/Toner Cartridge for Canon Printer (Lot 3); and Ink/Toner Cartridge for Samsung Printer (Lot 4)** shall be delivered to Room 1103, Citystate Centre Bldg., 709 Shaw Blvd., Bgy. Oranbo, Pasig City. Risk and title will pass from the Supplier to PhilHealth upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows: Upon delivery of the Goods and Services to the Project Site, the Supplier shall notify PhilHealth and present the following documents to PhilHealth: (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. **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. **Patent Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
10.2	NO FURTHER INSTRUCTIONS
10.4	NO FURTHER INSTRUCTIONS
13.4(c)	NO FURTHER INSTRUCTIONS
16.1	NO FURTHER INSTRUCTIONS
17.3	The Ink/Toner Cartridge for HP Printer (Lot 1); Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2); Ink/Toner Cartridge for Canon Printer (Lot 3); and Ink/Toner Cartridge for Samsung Printer (Lot 4) shall be provided by the bidder with a three (3) months warranty against defects on materials, workmanship and design capacity from receipt and acceptance of the Ink/Toner Cartridge for HP Printer (Lot 1); Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2); Ink/Toner Cartridge for Canon Printer (Lot 3); and Ink/Toner Cartridge for Samsung Printer (Lot 4) by PhilHealth.
17.4	In case of defects in the items delivered by the winning bidder, PhilHealth has the right to return and demand replacement of the defective items at the expense of the winning bidder. Replacement of the items shall be made within seven (7) calendar days upon notice.
21.1	NO ADDITIONAL PROVISION.

Annex

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre Building, 709 Shaw Boulevard, Pasig City
Healthline 441-7444 www.philhealth.gov.ph

BID BULLETIN NO. 01
(ITB NO. ITC 2014-001-GS)

RE-BIDDING FOR THE PROCUREMENT OF INK/TONER CARTRIDGE FOR HP PRINTER (LOT 1); INK/TONER CARTRIDGE FOR NETWORK PRINTER, MODEL: PHASER 4600 (LOT 2A); INK/TONER CARTRIDGE FOR KYOCERA MITA PRINTER (LOT 2B); INK/TONER CARTRIDGE FOR CANON PRINTER (LOT 3); AND INK/TONER CARTRIDGE FOR SAMSUNG PRINTER (LOT 4)

In accordance with Republic Act 9184 (RA 9184), the result of the Pre-bid Conference held on January 30, 2014 is hereby issued. The following provisions or item/s in the *Re-Bidding for the Procurement of Ink/Toner Cartridge for HP Printer (Lot 1); Ink/Toner Cartridge for Network Printer, Model: Phaser 4600 (Lot 2A); Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2B); Ink/Toner Cartridge for Canon Printer (Lot 3); and Ink/Toner Cartridge for Samsung Printer (Lot 4) (ITB No. ITC 2014-001-GS)* are hereby clarified, viz:

	[redacted]	[redacted]
1	Section VI. Schedule of Requirements **INK/TONER CARTRIDGE FOR KYOCERA MITA PRINTER (LOT 2)** Item Description: Toner Cartridge for Network Printer, Model: Phaser 4600; Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9130DN; Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9100DN; Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9120DN Quantity: 11; 3; 1; 1 Delivery Requirement: Delivery shall be made within thirty (30) working days upon issuance and receipt by the winning bidder of the Notice to Proceed.	Section VI. Schedule of Requirements **INK/TONER CARTRIDGE FOR NETWORK PRINTER, MODEL: PHASER 4600 (LOT 2A)** Item Description: Toner Cartridge for Network Printer, Model: Phaser 4600 Quantity: 11 Delivery Requirement: Delivery shall be made within thirty (30) working days upon issuance and receipt by the winning bidder of the Notice to Proceed. **INK/TONER CARTRIDGE FOR KYOCERA MITA PRINTER (LOT 2B)** Item Description: Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9130DN; Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9100DN; Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9120DN Quantity: 3; 1; 1 Delivery Requirement: Delivery shall be made within thirty (30) working days upon issuance and receipt by the winning bidder of the Notice to Proceed.

2

Section VII. Technical Specifications

INK/TONER CARTRIDGE FOR KYOCERA MITA PRINTER (LOT 2)

Quantity	Unit	Item Description	Approximate No. of Copies
11	ca	Toner Cartridge for Network Printer, Model: Phaser 4600	40,000 pages
3	ca	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9130DN	40,000 pages
1	ca	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9100DN	40,000 pages
1	ca	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9120DN	40,000 pages

INK/TONER CARTRIDGE FOR SAMSUNG PRINTER (LOT 4)

Quantity	Unit	Item Description	Approximate No. of Copies
1	ca	Toner Cartridge for Samsung Printer ML2525	1,000 pages
7	ca	Toner Cartridge for Samsung Laser Printer ML 1640-Mono	1,500 pages

Section VII. Technical Specifications

INK/TONER CARTRIDGE FOR NETWORK PRINTER, MODEL: PHASER 4600 (LOT 2A)

Quantity	Unit	Item Description	Approximate No. of Copies
11	ca	Toner Cartridge for Network Printer, Model: Phaser 4600	40,000 pages

INK/TONER CARTRIDGE FOR KYOCERA MITA PRINTER (LOT 2B)

Quantity	Unit	Item Description	Approximate No. of Copies
3	ca	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9130DN	40,000 pages
1	ca	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9100DN	40,000 pages
1	ca	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9120DN	40,000 pages ,

INK/TONER CARTRIDGE FOR SAMSUNG PRINTER (LOT 4)

Quantity	Unit	Item Description	Approximate No. of Copies
20	ca	Toner Cartridge for Samsung Printer ML2525	1,000 pages
5	ca	Toner Cartridge for Samsung Laser Printer ML 1640-Mono	1,500 pages

3	**The Approved Budgets for the Contract (ABCs) for Lot 2A and 2B, are as follows:**

Lot No.	Project Name	ABC
2A	Toner Cartridge for Network Printer, Model: Phaser 4600	One Hundred Seventy-Eight Thousand Three Hundred Twenty-One Pesos (**PhP178,321.00**)
2B	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9130DN	Fifty-four Thousand Two Hundred Sixty Pesos (**PhP54,260.00**)
	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9100DN	
	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9120DN	
TOTAL		Two Hundred Thirty-Two Thousand Five Hundred Eighty-One Pesos (**PhP232,581.00**)

Accordingly, it is understood that bid securities for Lots 2A and 2B shall be adjusted in accordance with ITB Clause 18 of the Bidding Documents.

4	**Bidders may bid for either Lot 2A or Lot 2B or both.**
5	**Bidders may submit 2013 Mayor's permit during the Opening of Bids; however, the winning bidder shall submit its 2014 Mayor's permit prior to signing of the contract.**
6	**For the revised Schedule of Requirements (Section VI) and Technical Specifications (Section VII) of the bidding documents, please see attached Annexes "A" and "B" of this Bid Bulletin. These shall be included in the eligibility and technical submissions in lieu of the original Schedule of Requirements and Technical Specifications attached to the purchased bidding documents.**
7	**For the revised Bid Form of the bidding documents and the Breakdown of Cost per Item are hereby attached as Annexes "C" and "C-1" of this Bid Bulletin.**
8	**Samples of toner cartridges should be brand new and shall form part of the delivery of the winning bidder if accepted.**
9	**The name of the Project shall be renamed to Procurement of Ink/Toner Cartridge for HP Printer (Lot 1); Ink/Toner Cartridge for Network Printer, Model Phaser 4600 (Lot 2A); Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2B); Ink/Toner Cartridge for Canon Printer (Lot 3); and Ink/Toner Cartridge for Samsung Printer (Lot 4).**

The deadline for submission of bid proposals will be on February 11, 2014, 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 February 11, 2014 **must submit a letter of non-participation** stating their reasons to 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 February 11, 2014.**

Issued this 4th day of February 2014.

SVP MELINDA C. MERCADO
Chairperson

VP ATTY. GERMAIN G. LIM
Vice-Chairperson

VP GREGORIO C. RULLODA
Member

OIC-VP ISRAEL FRANCIS A. PARGAS, MD
Member

SM NARISA PORTIA J. SUGAY, MD
Member

SM EVANGELINE F. RACELIS
Member

SM MARIO S. MATANGUIHAN
Member/End-user

ANNEX "A"

Section VI. Schedule of Requirements

INK/TONER CARTRIDGE FOR HP PRINTER (LOT 1)

Item Description	Quantity	Delivery Requirement
Ink Cartridge for HP Officejet, Model PRO 8000, C4906AA no. 940 XL Ink Black	94	Delivery shall be made within thirty (30) working days upon issuance and receipt by the winning bidder of the Notice to Proceed.
Ink Cartridge for HP Officejet, Model PRO 8000, C4907AA no. 940 XL Ink Cyan	84	
Ink Cartridge for HP Officejet, Model PRO 8000, C4908AA no. 940 XL Ink Magenta	81	
Ink Cartridge for HP Officejet, Model PRO 8000, C4909AA no. 940 XL Ink Yellow	82	
Toner Cartridge for HP Laserjet Network Printer 4015n, CC364A	34	
Toner Cartridge for HP Laserjet Network Printer 4250n, Model: Q5942A	9	
Toner Cartridge for HP Laserjet Network Printer 2300N, Model: Q2610A	2	

INK/TONER CARTRIDGE FOR NETWORK PRINTER, MODEL: PHASER 4600 (LOT 2A)

Item Description	Quantity	Delivery Requirement
Toner Cartridge for Network Printer, Model: Phaser 4600	11	Delivery shall be made within thirty (30) working days upon issuance and receipt by the winning bidder of the Notice to Proceed.

INK/TONER CARTRIDGE FOR KYOCERA MITA PRINTER (LOT 2B)

Item Description	Quantity	Delivery Requirement
Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9130DN	3	Delivery shall be made within thirty (30) working days upon issuance and receipt by the winning bidder of the Notice to Proceed.
Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9100DN	1	
Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9120DN	1	

INK/TONER CARTRIDGE FOR CANON PRINTER (LOT 3)

Item Description	Quantity	Delivery Requirement
Toner Cartridge for Canon FX9	1	Delivery shall be made within thirty (30) working days upon issuance and receipt by the winning bidder of the Notice to Proceed.
Toner Cartridge for Canon Copy Printer LBP 5970 Network Printer, Cart 302, Black	7	
Toner Cartridge for Canon Copy Printer LBP 5970 Network Printer, Cart 302, Cyan	7	
Toner Cartridge for Canon Copy Printer LBP 5970 Network Printer, Cart 302, Magenta	8	
Toner Cartridge for Canon Copy Printer LBP 5970 Network Printer, Cart 302, Yellow	8	

INK/TONER CARTRIDGE FOR SAMSUNG PRINTER (LOT 4)

Item Description	Quantity	Delivery Requirement
Toner Cartridge for Samsung Printer ML2525	20	Delivery shall be made within thirty (30) working days upon issuance and receipt by the winning bidder of the Notice to Proceed.
Toner Cartridge for Samsung Laser Printer ML 1640-Mono	5	

ANNEX "B"

Section VII. Technical Specifications

SPECIFICATIONS	Statement of Compliance
* **Statement of Compliance**- Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).	
Procurement of Ink/Toner Cartridge for HP Printer (Lot 1); Ink/Toner Cartridge for Network Printer, Model: Phaser 4600 (Lot 2A); Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2B); Ink/Toner Cartridge for Canon Printer (Lot 3); and Ink/Toner Cartridge for Samsung Printer (Lot 4)	Statement of Compliance *

Procurement of Ink/Toner Cartridge for HP Printer (Lot 1)

SCOPE OF WORK

a. Delivery of various ink/toner cartridges with the following specifications:

Quantity	Unit	Item Description	Manufacturing Date
94	ca	Ink Cartridge for HP Officejet, Model PRO 8000, C4906AA no. 940 XL Ink Black	Not earlier than six (6) months prior to delivery
84	ca	Ink Cartridge for HP Officejet, Model PRO 8000, C4907AA no. 940 XL Ink Cyan	
81	ca	Ink Cartridge for HP Officejet, Model PRO 8000, C4908AA no. 940 XL Ink Magenta	
82	ca	Ink Cartridge for HP Officejet, Model PRO 8000, C4909AA no. 940 XL Ink Yellow	
34	ca	Toner Cartridge for HP Laserjet Network Printer 4015n, CC364A	
9	ca	Toner Cartridge for HP Laserjet Network Printer 4250n, Model: Q5942A	
2	ca	Toner Cartridge for HP Laserjet Network Printer 2300N, Model: Q2610A	

COMPLY

Ink/Toner Cartridge for Network Printer, Model: Phaser 4600 (Lot 2A)

Quantity	Unit	Item Description	Approximate No. of Copies
11	ca	Toner Cartridge for Network Printer, Model: Phaser 46000	40,000 pages

COMPLY

Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2B)

Quantity	Unit	Item Description	Approximate No. of Copies
3	ca	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9130DN	40,000 pages
1	ca	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9100DN	40,000 pages
1	ca	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9120DN	40,000 pages

COMPLY

Ink/Toner Cartridge for Canon Printer (Lot 3)

Quantity	Unit	Item Description	Approximate No. of Copies
1	ca	Toner Cartridge for Canon FX9	2,000 pages
7	ca	Toner Cartridge for Canon Copy Printer LBP 5970 Network Printer, Cart 302, Black	40,000 pages
7	ca	Toner Cartridge for Canon Copy Printer LBP 5970 Network Printer, Cart 302, Cyan	40,000 pages
8	ca	Toner Cartridge for Canon Copy Printer LBP 5970 Network Printer, Cart 302, Magenta	40,000 pages
8	ca	Toner Cartridge for Canon Copy Printer LBP 5970 Network Printer, Cart 302, Yellow	40,000 pages

COMPLY

Ink/Toner Cartridge for Samsung Printer (Lot 4)

Quantity	Unit	Item Description	Approximate No. of Copies
20	ca	Toner Cartridge for Samsung Printer ML2525	1,000 pages
5	ca	Toner Cartridge for Samsung Laser Printer ML 1640-Mono	1,500 pages

COMPLY

b. All items must be original, not remanufactured;
c. The Delivery Receipt (DR) should contain description of the item to include brand name, model, content and the approximate number of copies a toner cartridge can print;
d. The proponent with the lowest calculated bid shall be required to submit sample toner cartridges, free of charge for post qualification purposes; and
e. Provide immediate replacement on rejected deliveries due to poor quality print-out, less number of prints, not printer-friendly and other defects within seven (7) calendar days upon notice.

WARRANTY

Three (3) months warranty on hidden defects.

COMPLY

I hereby certify to comply with all the above Technical Specifications

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

Annex "C"

Bid Form

Date: _____
Invitation to Bid No.: _____

The Chairperson
Bids and Awards Committee
PHILHEALTH

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver Ink/Toner Cartridge for HP Printer (Lot 1); Ink/Toner Cartridge for Network Printer, Model: Phaser 4600 (Lot 2A); Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2B); Ink/Toner Cartridge for Canon Printer (Lot 3); and Ink/Toner Cartridge for Samsung Printer (Lot 4) in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS	COST per item (Inclusive of VAT)	Total Cost (Inclusive of VAT)
TOTAL (In Words)		
(LOT 1)		
(LOT 2A)		
(LOT 2B)		
(LOT 3)		
(LOT 4)		

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

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

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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 _____ day of _____ 20_____.

_____ _____
[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

ANNEX "C-1"

BREAKDOWN OF COST PER ITEM

	Quantity	Item Description	Cost Per Item
Procurement of Ink/Toner Cartridge for HP Printer (Lot 1)	94	Ink Cartridge for HP Officejet, Model PRO 8000, C4906AA no. 940 XL Ink Black	PhP1,250.00
	84	Ink Cartridge for HP Officejet, Model PRO 8000, C4907AA no. 940 XL Ink Cyan	PhP890.00
	81	Ink Cartridge for HP Officejet, Model PRO 8000, C4908AA no. 940 XL Ink Magenta	PhP890.00
	82	Ink Cartridge for HP Officejet, Model PRO 8000, C4909AA no. 940 XL Ink Yellow	PhP890.00
	34	Toner Cartridge for HP Laserjet Network Printer 4015n, CC364A	PhP5,500.00
	9	Toner Cartridge for HP Laserjet Network Printer 4250n, Model: Q5942A	PhP5,300.00
	2	Toner Cartridge for HP Laserjet Network Printer 2300N, Model: Q2610A	PhP6,475.00
		ABC	**PhP584,980.00**

	Quantity	Item Description	Cost Per Item
Ink/Toner Cartridge for Network Printer, Model: Phaser 4600 (Lot 2A)	11	Toner Cartridge for Network Printer, Model: Phaser 46000	PhP16,211.00
		ABC	**PhP178,321.00**

	Quantity	Item Description	Cost Per Item
Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2B)	3	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9130DN	PhP11,760.00
	1	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9100DN	PhP9,490.00
	1	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9120DN	PhP9,490.00
		ABC	**PhP54,260.00**

	Quantity	Item Description	Cost Per Item
Ink/Toner Cartridge for Canon Printer (Lot 3)	1	Toner Cartridge for Canon FX9	PhP3,474.00
	7	Toner Cartridge for Canon Copy Printer LBP 5970 Network Printer, Cart 302, Black	PhP4,500.00
	7	Toner Cartridge for Canon Copy Printer LBP 5970 Network Printer, Cart 302, Cyan	PhP4,850.00
	8	Toner Cartridge for Canon Copy Printer LBP 5970 Network Printer, Cart 302, Magenta	PhP4,850.00
	8	Toner Cartridge for Canon Copy Printer LBP 5970 Network Printer, Cart 302, Yellow	PhP4,850.00
		ABC	**PhP146,524.00**

	Quantity	Item Description	Cost Per Item
Ink/Toner Cartridge for Samsung Printer (Lot 4)	20	Toner Cartridge for Samsung Printer ML2525	PhP3,307.00
	5	Toner Cartridge for Samsung Laser Printer ML 1640-Mono	PhP2,738.00
		ABC	**PhP79,830.00**

Annex "G"

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre Building, 709 Shaw Boulevard, Pasig City
Healthline 441-7444 actioncenter@philhealth.gov.ph

Benepisyong Pangkalusugan Alamin at Gamitin

BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (BAC-GS)
RESOLUTION NO. 016, s. 2014

RESOLUTION RECOMMENDING THAT THE CONTRACT FOR THE PROCUREMENT OF INK/TONER CARTRIDGE FOR KYOCERA MITA PRINTER (LOT 2B) UNDER ITB NO. ITC 2014-001-GS BE AWARDED IN FAVOR OF PHILCOPY CORPORATION AS THE BIDDER WITH THE SINGLE CALCULATED AND RESPONSIVE BID (SCRB)

WHEREAS, the BAC-GS re-advertised at the PhilG-EPS, the PhilHealth Website and at various conspicuous places of the office premises an Invitation to Re-Bid for the Procurement of Ink/Toner Cartridge for HP Printer (Lot 1); Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2); Ink/Toner Cartridge for Canon Printer (Lot 3); and Ink/Toner Cartridge for Samsung Printer (Lot 4) (ITB No.ITC 2014-001-GS) during the period January 23, 2014 – February 11, 2014;

WHEREAS, during the period of the obtainment of bids, two proponents obtained the bid documents; namely: (1) Precision Black Toner, Inc. (for Lot 1 only), and (2) Philcopy Corporation (for Lot 2B only);

WHEREAS, a Pre-Bid Conference was held on January 30, 2014 at the SBAC Conference Room in order for the BAC-GS to accommodate clarifications and other queries of the proponents with regard to the bid documents for the Procurement of Ink/Toner Cartridge for HP Printer (Lot 1); Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2); Ink/Toner Cartridge for Canon Printer (Lot 3); and Ink/Toner Cartridge for Samsung Printer (Lot 4), and thereafter, a Bid Bulletin dated February 4, 2014 was issued to proponents who obtained the bidding documents;

WHEREAS, in the said Bid Bulletin, clarification was made that Lot 2 - Procurement of Ink/Toner Cartridge for Kyocera Mita Printer actually consists of Lot 2A - Ink/Toner Cartridge for Network Printer, Model: Phaser 4600 and Lot 2B - Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2B) with corresponding Approved Budgets for the Contract (ABCs), as follows:

INK/TONER CARTRIDGE FOR NETWORK PRINTER, MODEL: PHASER 4600 (LOT 2A)

Quantity	Unit	Item Description	Approximate No. of Copies	ABC
11	ca	Toner Cartridge for Network Printer, Model: Phaser 4600	40,000 pages	PhP178,321.00

INK/TONER CARTRIDGE FOR KYOCERA MITA PRINTER (LOT 2B)

Quantity	Unit	Item Description	Approximate No. of Copies	ABC
3	ca	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9130DN	40,000 pages	PhP54,260.00
1	ca	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9100DN	40,000 pages	
1	ca	Toner Cartridge for KYOCERA Mita Network Printer, Model: ECOSYS FS-9120DN	40,000 pages	
TOTAL				PhP232,581.00

WHEREAS, during the Opening of Bids held on February 11, 2014, only Philcopy Corporation submitted its bid and only for Lot 2B;

WHEREAS, during the same meeting, the BAC-GS arrived at the following result:

	Proponents	Results
1	Philcopy Corporation	**PhP53,984.00 (Single Calculated Bid)**

WHEREAS, based on the above result, the BAC-GS declared **Philcopy Corporation** as the bidder with the Single Calculated Bid (SCB) to be subjected to post-qualification by the BAC-GS Technical Working Group (TWG) B;

WHEREAS, on February 21, 2014, the BAC-GS TWG B, presented to the BAC their corresponding Post-Qualification Evaluation Report with the recommendation that Philcopy Corporation be declared as "post-qualified". The pertinent portion of its report reads as follows:

> *"Based on the BAC-GS TWG post-qualification inspection and evaluation conducted vis-à-vis the Bidding Documents submitted by bidder Philcopy Corporation on the Procurement of Ink/Toner Cartridge for Kyocera Mita Printer (ITB No. ITC 2014-001-GS), the BAC-GS TWG B has found them to be compliant with the requirements and conditions as specified in the Bidding Documents for the subject procurement and it is therefore submitted that its Bid Proposal should be declared as **RESPONSIVE**";*

WHEREAS, the BAC-GS concurred with the recommendation of the TWG B to declare Philcopy Corporation as the bidder with the Single Calculated and Responsive Bid;

NOW, THEREFORE, premises considered, the BAC-GS resolved to declare Philcopy Corporation as the bidder with the Single Calculated and Responsive Bid (SCRB) and recommended that the contract for the Procurement of Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2B) under ITB No. ITC 2014-001-GS be awarded to the said bidder.

IT IS SO RESOLVED.

Signed this 21th day of February 2014 at Pasig City.

SVP MELINDA C. MERCADO
Chairperson

VP ATTY. GERMAIN G. LIM
Vice-Chairperson

- ON ANOTHER MEETING -
VP GREGORIO C. RULLODA
Member

X----------X

OIC-VP ISRAEL FRANCIS A. TARGAS, MD
Member

SM NARISA PORTIA J. SUGAY, MD
Member

- ON OFFICIAL BUSINESS -
SM EVANGELINE RACELIS
Member

- ON ANOTHER MEETING -
SM MARIO S. MATANGUIHAN
Member/End-user

[√] **APPROVED**
[ ] **DISAPPROVED**
[ ] **Others** _____

ALEXANDER A. PADILLA
President and CEO
Date signed: _____

Annex "H"

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre Building, 709 Shaw Boulevard, Pasig City
Healthline 441-7444 actioncenter@philhealth.gov.ph

19 Benepisyong Alamin at Gamitin

NOTICE OF AWARD

Procurement of Ink/Toner Cartridge for Kyocera Mitá Printer (Lot 2B)
(ITB No. ITC 2014-001-GS)

Date of Issuance: 12 MAR 2014

MR. EFREN LIM QUIDILLA
Managing Director
PHILCOPY CORPORATION
793 J. P. Rizal Avenue, Poblacion, Makati City

Dear Mr. Quidilla:

We are pleased to notify you that your Bid Proposal on February 11, 2014 for the **Procurement of Ink/Toner Cartridge for Kyocera Mita Printer (Lot 2B) [ITB No. ITC 2014-001-GS]** for execution by **Philcopy Corporation** at the Contract Price equivalent to **Fifty-Three Thousand Nine Hundred Eighty-Four Thousand Pesos (PhP53,984.00)**only is accepted.

You are hereby required to post a *performance security* in the form and amount stipulated in the Bid Documents immediately from receipt of this Notice and in no case later than the signing of the Contract. 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 A. RADILLA
President and CEO

Conforme:

EFREN LIM QUIDILLA
Managing Director
Date:

Annex "I"

Payee's account only

Manager's Check

Check No. 0007000

RT No. 01053 170-5

Date 14 Mar 2014

Pay to the order of ***PHILIPPINE HEALTH INSURANCE CORPORATION***

₱ ***2,699.20**

Pesos ** Two Thousand Six Hundred Ninety-Nine Pesos and Twenty Centavos

BDO

REPOSO – MAKATI BRANCH
EBC BLDG., J.P. RIZAL CORNER N. GARCIA
(FORMERLY REPOSO), MAKATI CITY

Valid only within six (6) months from date of issue

Authorized Signature

Authorized Signature

⑈0000007000⑈ ⑆01053⑉170 5⑆000000000000⑈