CONTRACT FOR T~~HE BIDDING OF~~ ONE (1) LOT LAYER 2 PoE SWITCH MANAGEABLE

THIS AGREEMENT made and entered into this JUN 04 2015 day of _____ **2015,** in the City of MAKATI CITY, Metro Manila, by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation duly created by virtue of R.A. 7875, as amended by R.A 9241 and R.A. No. 10606 or the "National Health Insurance Act of 2013", with principal office address at 18th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **OIC-Chief Information Officer, CYNTHIA D. CORVITE,** (hereinafter called **"PHILHEALTH"**).

-and-

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

WHEREAS, PHILHEALTH invited Bids for the ***Bidding on the Procurement of One (1) Lot Layer 2 PoE Switch Manageable*** and has accepted a Bid by **TRENDS AND TECHNOLOGIES, INC.** for the supply of those goods in the sum of ***TWO MILLION EIGHT HUNDRED SEVENTY EIGHT THOUSAND PESOS (*PhP2,878,000.00*),*** (hereinafter called **"the Contract Price"**).

WITNESSETH: That -

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) TRENDS' Schedule of Requirements **(Annex "A")**;
   (b) TRENDS' Bid Form **(Annex "B")**;
   (c) TRENDS' Technical Proposal **(Annex "C");**
   (d) Notice of Award **(Annex "D");**
   (e) BAC-ITR Resolution No. 15 , s. 2015 **(Annex "E")**;
   (f) General Conditions of the Contract (GCC) **(Annex "F");**
   (g) Special Conditions of the Contract (SCC) **(Annex "G");**
   (h) Bid Bulletin No. 2 **(Annex "H");** and
   (i) Performance Security **(Annex "I").**

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

4. **PHILHEALTH** hereby covenants to pay **TRENDS** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract;

CYNTHIA D. CORVITE
OIC-Chief Information Officer

VICTOR L. TIU
Head, Financial Services Group
Trends and Technologies, Inc.

SVP EDGAR JULIO S. ASUNCION
Chief Legal Executive

NELSON S. DE VERA
OIC-Senior Manager
HMD

JUVY D. BALOLONG
Fiscal Controller IV, AICD
Comptrollership Dept.

WITNESS for TRENDS

WITNESS for TRENDS

5. The contract price covers the costs of all Deliverable Items and Services and includes all applicable taxes, including the 12% Value Added Tax (VAT), customs duties, license fees, freight, insurance, cost of importation and delivery at the time and locations specified and other charges which may be imposed on the Product by foreign and local authorities;

6. **TRENDS** hereby covenants to deliver in favor of **PHILHEALTH** the **One (1) Lot Layer 2 PoE Switch Manageable** and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract;

7. **Within Sixty (60) Calendar Days** after complete delivery to and acceptance by **PHILHEALTH, TRENDS** shall submit the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements as may be required by the former as condition for payment. **PHILHEALTH** shall thereafter pay the sum of **Two Million Five Hundred Ninety Thousand Two Hundred Pesos (PhP2,590,200.00) only,** which is ninety percent (90%) of the total contract price;

   As obligation for the warranty, **PHILHEALTH** shall withhold **ten percent (10%) of the total contract price** as **retention money** or as obligation for **"Warranty"** in an amount equivalent to **Two Hundred Eighty Seven Thousand Eight Hundred Pesos (PhP287,800.00) only. Said amount shall only be released after the lapse of the Three (3) year warranty period** for non-expendable supplies as required under Section 62 (Warranty) of the Revised IRR of R.A. 9184 . Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under this Contract have been fully met. Provided further, that **TRENDS** 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) years** covering the whole duration of the warranty period;

8. The contracting parties undertake to comply with Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy Revision (1)" which is deemed incorporated into this contract. No PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the public or private sector, at anytime, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest;

9. 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	**TRENDS AND TECHNOLOGIES, INC.**
CYNTHIA D. CORVITE OIC-Chief Information Officer Information Mgmt. Sector	**VICTOR L. TIU** Head, Financial Services Group

Signed in the presence of:

SVP EDGAR JULIO S. ASUNCION
Chief Legal Executive

NELSON S. DE VERA
OIC-Senior Manager
ITMD

JUVY D. BALOLONG
Fiscal Controller IV, AICD
Comptrollership Department

ROP # 05-2015-139
CBP # 2015-05-27

Witness for **TRENDS**

SHIRLEY Z. AMATA
Witness for **TRENDS**

ACKNOWLEDGEMENT

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

JUN 04 2015

BEFORE ME, this ___ day of _____ 2015, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

CYNTHIA D. CORVITE PHILHEALTH I.D. #
Philippine Health Insurance Corp.

VICTOR L. TIU Driver's license # D09-90-031561
Trends and Technologies, Inc.

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of ***Forty Three (43) 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.

ATTY. VIRGILIO R. BATALLA
NOTARY PUBLIC FOR MAKATI CITY
APPOINTMENT NO. M-32
UNTIL DECEMBER 31, 2016
ROLL OF ATTY. NO. 48348
MCLE COMPLIANCE NO. V-0016333/4-10-2013
IBP NO. 700[illegible] - LIFETIME MEMBER
PTR. NO. 474 - [illegible]10 JAN 05, 2015
EXECUTIVE BLDG. CENTER
MAKATI AVE., COR., JUPITER

Doc No. 232
Page No. 48
Book No. 15
Series of 2015

ANNEX "A"

Section VI. Schedule of Requirements

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of the delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Days/Weeks/ Months
1	Layer 2 PoE Switch Manageable	One (1) Lot	One (1) Lot	Within Sixty (60) Calendar Days after the issuance and receipt of the winning bidder of the Notice to Proceed

AS PER BID BULLETIN NO. 3 THE DELIVERY AND INSTALLATION SHALL BE ...

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

TRENDS AND TECHNOLOGIES, INC.	SHIRLEY Z. AMATA	JANUARY 20, 2015
Name of Company/Bidder	**Signature over Printed Name of Representative**	**Date**

№013.001

Office of the Secretariat
SAC Central Office

Annex "B"

Bid Form

Date: FEBRUARY 5, 2015
Invitation to Bid No.: ITB NO. PCE2 2014-013-IT

The Chairperson
Bids and Awards Committee
PHILHEALTH

Gentlemen and/or Ladies:

C1 and 2

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/delivery/perform ***One (1) Lot Layer 2 PoE Switch Manageable*** in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS	COST per Lot (Inclusive of VAT)	Total Cost (Inclusive of VAT)
	1 LOT	
TOTAL **(In Words)** TWO MILLION EIGHT HUNDRED SEVENTY EIGHT THOUSAND PESOS ONLY	Php 2,878,000.00	Php 2,878,000.00

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

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

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

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

~~We understand that you are not bound to accept the lowest or any Bid you may receive.~~

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

Dated this 5th day of FEBRUARY 2015.

[signature] SHIRLEY E. AMATA — *[in the capacity of]* ACCOUNT MANAGER

Duly authorized to sign Bid for and on behalf of TRENDS AND TECHNOLOGIES, INC.

013.001

Office of the Secretariat
BAC Central Office

TRENDS AND TECHNOLOGIES, INC.

Bill of Materials for Procurement of One (1) Lot Layer 2 PoE Switch Manageable - ITB No. PoE2 2014-013-IT

Item	Product Description	Qty	Cost per item (Inclusive of VAT)	TOTAL COST (Inclusive of VAT)
	Cisco Switches			
1	Catalyst 2960-XR 24 GigE PoE 370W 2 x 10G SFP+ IP Lite	8	Php226,000.00	Php1,808,000.00
2	PRTNR SUPPORT Catalyst 2960-XR 24 (36 months)	8	Php42,500.00	Php340,000.00
3	North America AC Type A Power Cable	16	Php0.00	Php0.00
4	640W AC Config 2 Power Supply	8	Php32,250.00	Php258,000.00
5	Catalyst 2960-X FlexStack Plus Stacking Module	8	Php42,000.00	Php336,000.00
6	Cisco FlexStack 50cm stacking cable	8		
	Transceivers			
7	1000BASE-SX SFP transceiver module MMF 850nm DOM	8	Php17,000.00	Php136,000.00
	Fiber Patch Cords			
8	LC-LC, Multimode, Duplex, OM3, 50/125 Microns, 1M (1Gbps)	8	Php0.00	Php0.00
9	LC-LC, Multimode, Duplex, OM3, 50/125 Microns, 3M (1Gbps)	8	Php0.00	Php0.00
10	LC-LC, Multimode, Duplex, OM3, 50/125 Microns, 7M (1Gbps)	8	Php0.00	Php0.00
	INCLUSIONS:			
11	Section VII Technical Specifications.			
12	Item Number 2. Technical Training CCNA V2.0 (page 44 of 56 Bid Documents)	2	Php0.00	Php0.00
13	Item Number 3. Installation and Testing (page 44 of 56 Bid Documents)	1	Php0.00	Php0.00
14	Item Number 4. Warranty (page 45 of 56 Bid Documents)	1	Php0.00	Php0.00
15	Item Number 5. After-Sales Support and Maintenance (page 45 of 56 Bid Documents)	1	Php0.00	Php0.00
16	Item Number 7. Documentation (page 46 of 56 Bid Documents)	1	Php0.00	Php0.00
17	Item Number 11. Delivery (page 47 of 56 Bid Documents)	1	Php0.00	Php0.00
	TOTAL (Inclusive of VAT)			Php2,878,000.00

Prepare by:

Shirley Z. Amato
Account Manager
Financial Services Group
Trends and Technologies, Inc.
February 05, 2015

ANNEX "C"

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).

1. SCOPE OF THE PROJECT	Statement of Compliance *
This project will cover the delivery, installation, testing, maintenance, documentation, and support of the Layer 2 PoE Switch Manageable. The bidder should be able to integrate these devices with the existing PhilHealth Network Infrastructure.	
Specifically the bidder shall provide the items below:	
Eight (8) units Switch Manageable with PoE having the following specifications:	

Number of ports	At least 24 ports plus at least 2 multi-purpose ports	COMPLY
Switching capacity	Minimum of 108 Gbps forwarding capacity / 216 Gbps full duplex capacity	COMPLY
Forwarding Performance	At least 65 Mega packets per second (Mpps)	COMPLY
Port speed	➢ 10/100/1000Mbps Port density RJ-45 ➢ 1000 Mbps SFP Port Density ➢ 10 Gbps SFP+ Port Density	COMPLY COMPLY COMPLY
Switching	Full Layer 2	COMPLY
Optics	Must be able to support 1000 Mbps and ~~Gigabit Ethernet Optics: At least SX, LX~~ and LH	COMPLY
Power over Ethernet	➢ ~~Must have 802.3af capability on at least~~ twenty four (24) ports ➢ Must have 802.3at capability on at least twenty four (24) ports	COMPLY COMPLY
MAC Addresses, VLANs, STP	➢ Number of Unicast MAC Addresses : At least 32,000 ➢ Number of VLANs: At Least 1,023 ➢ Number of VLAN IDs: At Least 4,096 ➢ Must support STP	COMPLY COMPLY COMPLY COMPLY

	Link and Protocol Resilience	➢ Must support Link Aggregation and Control Protocol (LACP) or equivalent ➢ Must have Loop Detection ➢ Must have Port Trunking	COMPLY COMPLY COMPLY
	VLAN	➢ Must have 802.1X Authentication ➢ Must have Dynamic VLAN Assignment ➢ Must have MAC Based VLANs or equivalent	COMPLY COMPLY COMPLY
	IEEE Standards Compliance	➢ Must support 802.1D ➢ Must have 802.3af/802.3at (Power over Ethernet PoE) ➢ Must support 802.1p ➢ Must support 802.1s Multiple Spanning Tree ➢ Must support 802.1Q Tagging and Priority ➢ Must support 802.1W Rapid Spanning Tree ➢ Must support 802.1x Port-based Authentication ➢ Must support 802.3 10Base-T ➢ Must support 802.3ad Link Aggregation ➢ Must support 802.3u 100Base-TX ➢ Must support 802.3x Flow Control or equivalent ➢ Must support 802.3z 1000Base-SX/LX ➢ Must support 802.3ae 10Gbps ➢ Must support IEEE 802.1AB LLDP ➢ Must support IEEE 802.3ab 1000BaseT	COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY
	IP Multicast	➢ Must support IGMP Snooping ➢ Must support IGMPv1 and IGMPv2	COMPLY COMPLY
	Layer 2/3 Features	➢ Must have ACL ➢ Must have DHCP Assist ➢ Must support Jumbo Frames ➢ Must have Dual Mode VLANs (Voice VLAN); ➢ Must have MAC-Layer Filtering ➢ Must have Mirror/Monitor Ports	COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY
	Power	➢ Must have redundant and hot swappable power supplies	COMPLY

	Management and Control	➢ Must have BootP (RFC 951 & RFC 1542) ➢ Must have Bridge MIB (RFC 1493) ➢ Must have Configuration Logging ➢ Must have Ethernet Interface MIB (RFC 1643) ➢ Must have Embedded HTTP ➢ Must have Industry Standard Command Line Interface (CLI) ➢ Must have Web based graphical user interface;	COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY
		➢ Must have sFlow (RFC3176) or equivalent ➢ Must have MIB-II (RFC 1213) ➢ Must have SNMP v1/v2 ➢ Must have Support for Multiple Syslog Servers ➢ Must have TELNET ➢ Must have TFTP (RFC 783)	COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY
	Security	➢ Must have Authentication, Authorization, and Accounting (AAA) or equivalent ➢ Must have Bi-level Access Mode (Standard and EXEC Level); ➢ Must have Protection for Denial of Service attacks ➢ Must support RADIUS ➢ Must support Secure Shell (SSHv2) ➢ Must support TACACS/TACACS+ ➢ Must have Username/Password	COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY
	Scalability	➢ Must be stackable or cascaded ➢ Must include all stacking cables and peripherals per switch ➢ Must be stackable up to 8 units in a single IP address for management	COMPLY COMPLY COMPLY
	Mounting	Must be mounted in an EIA-standard 19 in. Rack (includes mounting kits and accessories)	COMPLY

№013.001

Office of the Secretariat
SAC Central Office

Other Pertinent Requirements	➢ Must be in the challengers, leaders or visionaries quadrant in the latest release of Gartner Magic Quadrant for Wired and Wireless LAN Access Infrastructure or Data Center Network Infrastructure ➢ Must have Safety Certification, Electromagnetic Compatibility Certifications and Environmental Compliance ➢ Must have a dedicated network engineer of the proposed brand and solution that will support the product during the implementation and warranty period of the equipment.	COMPLY COMPLY COMPLY
Accessories	➢ Eight (8) pcs. Fiber Patch CordLC to LC that can support 1Gbps, one (1) meter ➢ Eight (8) pcs. Fiber Patch Cord LC to LC that can support 1Gbps, three (3) meters ➢ Eight (8) pcs. Fiber Patch Cord LC to LC that can support 1Gbps, seven (7) meters ➢ Eight (8) units 1Gbps Optical Transceiver Module SFP	COMPLY COMPLY COMPLY COMPLY

2. TECHNOLOGY TRANSFER	
The winning bidder must provide in-depth technical training for each of the **two (2) PhilHealth network engineers** who will be maintaining and administering the network devices. The training should be conducted by a certified trainor in a certified training center with complete training materials. There must be hands-on laboratories as part of the training course. The winning bidder may provide training vouchers and can be availed anytime within the warranty period. The exact course titles maybe chosen and depends on the applicability to PhilHealth's environment. All expenses that pertain to the said training should be shouldered by the winning bidder.	COMPLY
3. INSTALLATION AND TESTING	
➢ The bidder must ensure that the proposed solution will be compatible with the existing Network Infrastructure of PHILHEALTH.	COMPLY
➢ Intensive testing should be done by the winning bidder together with PhilHealth I.T. personnel to achieve the functionality and benefits of the equipment and must provide an actual result of the testing upon installation.	COMPLY

➢ Installation period should not be more than thirty (30) calendar days. The bidder shall indicate the details of installation and configurations for the entire project. Both parties will determine the installation and implementation based upon the agreed schedule. The winning bidder shall guarantee installation and testing within the specified period of agreed schedule. SIXTY (60) CALENDAR DAYS - AS PER BID BULLETIN NO 2	COMPLY
4. WARRANTY	
• The equipment should be covered by warranty on all parts, components, software and services for at least three (3) years. The warranty period for the hardware supplied shall commence upon acceptance.	COMPLY
• The winning bidder must ensure that PhilHealth would be given the following for free:	COMPLY
▪ Regular firmware updates, software patches and upgrades/updates, driver updates and agents for the management software.	COMPLY
▪ Parts replacement – FREE for the duration of the warranty period	COMPLY
▪ Preventive maintenance – FREE at least twice a year for the duration of the warranty period	COMPLY
▪ Configuration – FREE assistance on device reconfiguration, software upgrade on-site for the duration of the warranty period	COMPLY
5. AFTER-SALES SUPPORT AND MAINTENANCE	
➢ During the warranty period, the bidder shall provide highly experienced and trained technical personnel or engineers to service the equipment and all of its component/peripherals whenever hardware and/or any related problem should occur.	COMPLY
➢ On call support shall be available 24 hours a day, 7 days a week. A one (1) hour response from time of the call (through telephone call) shall be provided. Onsite support must have a response time of not more than 4 hours from the time of the call in cases where in the phone support could not solve the problem.	COMPLY
➢ On hardware repair, testing shall be done on-site to know the extent of the problem. All components beyond repair shall be replaced at no cost during the effectivity and conditions of the warranty. Service units should be available for the devices and peripherals within a day after testing and diagnosis for temporary replacement of the defective unit(s). The service unit will remain until such time that the defective unit has been repaired or replaced.	COMPLY

➢ The winning bidder must provide expert personnel to service the proposed equipment whenever any related problem should occur. Service engineers must be under the winning bidder's supervision in rendering the required support and maintenance. Hence, a list of support personnel with detailed resume on experience and trainings must be provided by the winning bidder.	COMPLY
➢ Should the equipment need to undergo repair, the costs for parts and courier (pull-out for repair and on-site delivery upon repair) shall be charged to the bidder.	COMPLY
➢ The winning bidder must shoulder all expenses of the technical person(s) who will be providing the technical services on-site	COMPLY
➢ The winning bidder must provide tools or software to automatically and to proactively inform the technical support whenever failing components or configurations errors occur.	COMPLY
6. OTHER REQUIREMENTS	
➢ The winning bidder must provide certification that they are certified reseller or partner of the proposed equipment from the manufacturer or from the manufacturer's authorized distributor.	COMPLY
➢ The winning bidder must provide certification that they are certified technical service support provider of the proposed equipment from the manufacturer or from the manufacturer's authorized distributor.	COMPLY
7. DOCUMENTATION	
➢ The winning bidder must provide user and system manuals and technical materials of the project including all components. Complete documentation of hardware, software, utility CDs must be provided including the inventory of the components and serial numbers.	COMPLY
8. ACCEPTANCE	
➢ PHILHEALTH technical personnel will review and conduct a physical and functional testing of the delivered equipment based on its functions.	COMPLY
➢ All deliverables mentioned above should be checked by PHILHEALTH and complied by the winning bidder before the final acceptance and turnover of the project.	COMPLY

№013-001

Office of the Secretariat
SAC Central Office

11. DELIVERY ADDRESSES AND DATE	
➢ The bidder must deliver and install the IT equipment not more than sixty (60) days after the effective date of the contract or the issuance of the Notice to Proceed (NTP). All IT equipment must be delivered at 15th Floor Room 1503Citystate Centre Building, 709 Shaw Blvd., Pasig City.	COMPLY
12. 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

TRENDS AND TECHNOLOGIES, INC.	SHIRLEY E. AMATA	JANUARY 30, 2015
Name of Company/Bidder	Signature over Printed Name of Representative	Date

#013.001

Office of the Secretariat
BAC Central Office

Response 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).

	Required Specification	Response of Compliance	Comments
This project will cover te delivery, installation, testing, maintenance, documentation, and support of the Layer 2 PoE Switch Manageable. The bidder should be able to integrate these devices with the existing PhilHealth Network Infrastructure. Specifically, the bidder shall provide the items below:			
Eight (8) units of Switch Manageable with PoE having the following specifications:			
MODEL: WS-2960XR-24PD-I			
number of ports	>>>At least 24 ports plus at least 2 multi-puporse ports	COMPLY	CISCO WS-C2960XR-24PD-I has 24x 10/100/1000 ports plus 2x SFP/SFP+ ports *Page 2 of 26. Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
Switching Capacity	>>>Minimum of 108 Gbps forwarding capacity / 216 Gbps full duplex capacity	COMPLY	Has 108 Gbps forwarding capacity / 216 Gbps full duplex capacity *Page 13 of 26. Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
Forwarding Performance	>>>At least 65 Mega packets per second (Mpps)	COMPLY	CISCO WS-C2960XR-24PD-I has a Forwarding Rate(64-Byte L3 Packets) of 95.2Mpps *Page 14 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
Port Speed	>>>10/100/1000 Mbps Port density RJ-45	COMPLY	CISCO WS-C2960XR-24PD-I has 24x 10/100/1000 ports *Page 2 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf* ; *Page 5 of 92, Catalyst 2960-X and 2960-XR Switch Hardware Installation Guide.pdf*
	>>>1000 Mbps SFP Port Density	COMPLY	CISCO WS-C2960XR-24PD-I has 2x SFP/SFP+ ports. *Page 2 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf* ; *Page 20 of 25, Getting Started Guide for the Catalyst 2960-X and 2960-XR Switches .pdf*
	>>>10 Gbps SFP+ Port Density	COMPLY	CISCO WS-C2960XR-24PD-I has 2x SFP/SFP+ ports. *Page 2 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf* ; *Page 20 of 25, Getting Started Guide for the Catalyst 2960-X and 2960-XR Switches .pdf*
Switching	>>>Full Layer 2	COMPLY	CISCO WS-C2960XR-24PD-I has IP Lite IOS wherein both layer 2 and basic layer 3 features are supported *Page 1 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
Optics	>>>Must be able to support 1000 Mbps and Gigabit Ethernet Optics At least SX, LX and LH	COMPLY	Supports 1000 Mbps and Gigabit Ethernet Optics: SX, LX and LH. *Page 21 of 79. Cisco Gigabit Ethernet Transceiver Modules Compatibility Matrix.pdf*
Power over Ethernet	>>>Must have 802.3at capability on at least twenty four (24) ports	COMPLY	Cisco Catalyst 2960-Xseries switches support both IEEE 802.3af Power over Ethernet (PoE) and IEEE 802.3at PoE+ (up to 30W per port) *Page 8 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have 802.3at capability on at least twenty four (24) ports	COMPLY	Cisco Catalyst 2960-Xseries switches support both IEEE 802.3af Power over Ethernet (PoE) and IEEE 802.3at PoE+ (up to 30W per port) *Page 8 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*

MAC Addresses, VLANs, STP:	>>>Number of unicast MAC Addresses: At least 32,000	COMPLY	Has 32,000 unicast MAC Address. *Page 6 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Number of VLANs: At least 1,023	COMPLY	Has 1,023 Maximum active VLANs *Page 13 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Number of VLAN IDs: At least 4,096	COMPLY	Has 4,096 VLAN IDs available. *Page 13 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support STP	COMPLY	Supports STP 802.1D *Page 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
Link and Protocol Resilience	>>>Must support Link Aggregation and Control Protocol (LACP) or equivalent	COMPLY	Supports Link Aggregation and Control Protocol (LACP) *Page 10 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have Loop Detection	COMPLY	Capable with Loop Detection thru (BPDU) Guard that shuts down Spanning Tree Port Fast-enabled interfaces when BPDUs are received to avoid accidental topology loops *Page 4 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have Port Trunking	COMPLY	Has Dynamic Trunking Protocol *Page 10 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
VLAN	>>>Must have 802.1X Authentication	COMPLY	Has Comprehensive 802.1X. *Page 3 & 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have Dynamic VLAN Assignment	COMPLY	Dynamic VLAN assignment is supported through implementation of VLAN Membership Policy Server. *Page 4 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have MAC Based VLANs or equivalent	COMPLY	Has MAC-based VLAN assignment. *Page 3 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
IEEE Standards Compliance	>>>Must support 802.1D	COMPLY	Supports 802.1D *Page 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have 802.3af/802.3at (Power over Ethernet PoE)	COMPLY	Cisco Catalyst 2960-Xseries switches support both IEEE 802.3af Power over Ethernet (PoE) and IEEE 802.3at PoE+. *Page 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support 802.1p	COMPLY	Supports 802.1p *Page 5 & 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support 802.1s Mutiple Spanning Tree	COMPLY	Supports 802.1s *Page 5 & 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support 802.1Q Tagging and Priority	COMPLY	Supports 802.1Q *Page 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support 802.1W Rapid Spanning Tree	COMPLY	Supports 802.1W *Page 5 & 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support 802.1x Port-Based Authentication	COMPLY	Supports 802.1x *Page 3 & 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support 802.3 10Base-T	COMPLY	Supports 802.3x 10Base-T. *Page 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support 802.3ad Link Aggregation	COMPLY	Supports 802.3ad *Page 10 & 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*

341

	>>>Must support 802.3u 100Base-TX	COMPLY	Supports 802.3u 100Base-TX. *Page 18 (Table 17) of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support 802.3x Flow Control or equivalent	COMPLY	Supports IEEE 802.3x Flow Control. *Page 10 of 28, Catalyst 2960-X Switch Interface and Hardware Component Configuration Guide, Cisco IOS Release 15.0(2)EX - Configuring Interface Characteristics.pdf*
	>>>Must support 802.3z 1000Base-SX/LX	COMPLY	Supports 802.3z. *Page 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support 802.3ae 10Gbps	COMPLY	Supports 802.3ae 10Gigabit Ethernet. *Page 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support IEEE 802.1AB LLDP	COMPLY	Supports IEEE 802.1ab (LLDP). *Page 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support IEEE 802.3ab 1000BaseT	COMPLY	Supports IEEE 802.3ab 1000BaseT. *Page 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
IP Multicast	>>>Must support IGMP Snooping	COMPLY	Supports IGMP Snooping. *Page 10 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support IGMPv1 and IGMPv2	COMPLY	Supports Internet Group Management Protocol (IGMP) v1, v2, v3. *Page 11 of 16 Release Notes for Catalyst 2960-X and 2960-XR Switches, Cisco IOS Release 15.2(2)E.pdf*
Layer 2/3 Features	>>>Must have ACL	COMPLY	Has ACL. *Page 4 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have DHCP Assist	COMPLY	Supports DHCP Relay. *Page 19 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support Jumbo Frames	COMPLY	Has 9216 bytes Jumbo Frame-Ethernet Frame. *Page 13 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have Dual Mode VLANs (Voice VLAN)	COMPLY	Multidomain Authentication allows an IP phone and a PC to authenticate on the same switch port while placing them on appropriate voice and data VLAN. *Page 4 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have MAC-Layer Filtering	COMPLY	Can configure Unicast MAC Address Filtering. *Page 37 of 162, Catalyst 2960-XR Switch System Management Configuration Guide Cisco IOS Release 15.0(2)EX1.pdf*
	>>>Must have Mirror/Monitor Ports	COMPLY	Capable with Switch Port Analyzer (SPAN). *Page 4 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
Power	>>>Must have redundant and hot swappable power supplies	COMPLY	Supports dual redundant power supplies. *Page 1, 5 & 7 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf;* The power supply is hot-swappable. *Page 5 of 8, Catalyst 2960-X and 2960-XR Switch Hardware Installation Guide - Power Supply Installation.pdf*
	>>>Must have BootP (RFC 951 & RFC 1542)	COMPLY	Has RFC 951 - Bootstrap Protocol (BOOTP) and RFC 1542 - BOOTP extensions. *Page 19 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have Bridge MIB (RFC 1493)	COMPLY	Has RFC 1493 - Bridge MIB. *Page 19 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*

Management and Control	>>>Must have Configuration Logging	COMPLY	Has Configuration Logging. *Page 19 of 162, Catalyst 2960-XR Switch System Management Configuration Guide, Cisco IOS Release 15.0(2)EX1.pdf*
	>>>Must have Ethernet Interface MIB (RFC 1643)	COMPLY	Has RFC 1643 - Ethernet Interface MIB *Page 19 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have Embedded HTTP	COMPLY	Supports HTTP - RFC 2068. *Page 19 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have Industry Standard Command Line Interface (CLI)	COMPLY	The Cisco Catalyst 2960-XSeries Switches offer a superior CLI for detailed configuration and administration. *Page 11 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have Web based graphical user interface:	COMPLY	Capable with Cisco Network Assistant that provides intuitive GUI. *Page 11 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have sFlow (RFC3176) or equivalent	COMPLY	Capable with NetFlow Lite as sFlow's Equivalent. *Page 9 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have MIB-II (RFC 1213)	COMPLY	Has RFC1213-MIB. *Page 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have SNMP v1/v2	COMPLY	Has SNMP v1, v2c, v3. *Page 18 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have support for Multiple Syslog Servers	COMPLY	Capable in building a list of syslog servers that receive logging messages *Page 88 of 148, Catalyst 2960-XR Switch System Management Configuration Guide, Cisco IOS Release 15.0(2)EX1.pdf*
	>>>Must have TELNET	COMPLY	Has TELNET *Page 19 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must have TFTP (RFC 783)	COMPLY	Has TFTP (RFC 783). *Page 19 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
Security	>>>Must have Authentication, Authorization, and Accounting (AAA) or equivalent	COMPLY	Can configure AAA, *Page 1 of 4, Catalyst 2960-X Switch Security Configuration Guide, Cisco IOS Release 15.0(2)EX - Configuring Local Authentication and Authorization.pdf*
	>>>Must have Bi-Level Access Mode (Standard and EXEC Level);	COMPLY	The Cisco IOS user interface is divided into many different modes. In starting a session, you begin in user mode, often called user EXEC mode. *Page 1 & 2 of 416, Security Configuration Guide, Cisco IOS Release 15.2(2)E (Catalyst 2960-XR Switch) pdf*
	>>>Must have Protection for Denial of Service attacks	COMPLY	Capable with Rate Limiting of ARP Packets wherein, The switch CPU performs dynamic ARP inspection validation checks; therefore, the number of incoming ARP packets is rate-limited to prevent a denial-of-service attack. *Page 221 of 416, Security Configuration Guide, Cisco IOS Release 15.2(2)E (Catalyst 2960-XR Switch) pdf*
	>>>Must support RADIUS	COMPLY	Supports RADIUS. *Page 19 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must support Secure Shell (SSHv2)	COMPLY	Supports Secure Shell (SSHv1 and SSHv2) Page 100 of 416, Security Configuration Guide, Cisco IOS Release 15.2(2)E (Catalyst 2960-XR Switch).pdf

/24

	>>>Must support TACACS/TACACS+	COMPLY	Supports TACACS/TACACS+. Page 4 & 19 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf; Page 7 of 7,Cisco 2960XR IP Lite Image Features.pdf
	>>>Must have Username/Password	COMPLY	Has Username and Password Pairs. *Page 22 & 23 of 416, Security Configuration Guide, Cisco IOS Release 15.2(2)E (Catalyst 2960-XR Switch).pdf*
Scalability	>>>Must be stackable or cascaded	COMPLY	Stackable up to 8 units in a single IP address for management. *Page 6 & 7 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
	>>>Must include stacking cables and peripherals per switch	COMPLY	Included Stacking Module with Stacking cable. *See Bill of Materials*
	>>>Must be stackable up to 8 units in a single IP address for management	COMPLY	Stackable up to 8 units in a single IP address for management. *Page 6 & 7 of 26, Cisco Catalyst 2960-X Series Switches Data Sheet.pdf*
Mounting	>>>Must be mounted in an EIA-standard 19 in. Rack (includes mounting kits and accessories)	COMPLY	Box contains two 19-inch mounting brackets. *Page 2 of 25, Getting Started Guide for the Catalyst 2960-X and 2960XR Switches.pdf*
Pertinent Requirements	>>>Must be in the challengers, leaders or visionaries quadrant in the latest release of Gartner Magic Quadrant for Wired or Wireless LAN Infrastructure or Data Center Network Infrastructure.	COMPLY	Leaders. *Page 2 of 10, Magic Quadrant for the Wired and Wireless LAN Access Infrastructure.pdf*
	>>>Must have Safety Certification, Electromagnetic Compatibility Certifications and Environmental Compliance	COMPLY	Please find attached Certification
	>>>Must have a dedicated network engineer of the proposed brand and solution that will support the product during the implementation and warranty period of the equipment.	COMPLY	Please find attached Engineers with CVs and Certifications.
Accessories	>>>Eight (8) pcs. Fiber Patch Cord LC to LC that can support 1Gbps, one (1) meter	COMPLY	Provided in the Bill of Materials.
	>>>Eight (8) pcs. Fiber Patch Cord LC to LC that can support 1Gbps, three (3) meters	COMPLY	Provided in the Bill of Materials.
	>>>Eight (8) pcs. Fiber Patch Cord LC to LC that can support 1Gbps, seven (7) meters	COMPLY	Provided in the Bill of Materials.
	>>>Eight (8) units 1Gbps Optical Transceiver Module SFP	COMPLY	Provided eight (8) units of 1G fiber Multimode transceiver modules. *See Bill of Materials*
ALL ITEMS IN THE SPECIFICATIONS ARE GENERIC AND NOT TAILOR-FITTED TO ANY BRAND.			

/34

ANNEX "D"

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre, 709 Shaw Boulevard, Pasig City
Call Center (02) 441-7442 Trunkline (02) 441-7444
www.philhealth.gov.ph

NOTICE OF AWARD

Procurement of One (1) Lot Layer 2 PoE Switch Manageable
(ITB No. PoE2 2014-013-IT)

Date Issued: March 24, 2015

Ms. SHIRLEY Z. AMATA
Account Manager
TRENDS AND TECHNOLOGIES, INC.
6/F Trafalgar Plaza, 105 H.V. Dela Costa,
Salcedo Village, Makati City
Telephone No. 814-0130

Dear Ms. Amata:

We are pleased to notify you that your bid proposal for the bidding on the procurement of ***One (1) Lot Layer 2 PoE Switch Manageable*** for the execution of *Trends and Technologies, Inc.* at the Contract Price equivalent to **Two Million Eight Hundred Seventy Eight Thousand Pesos (Ph2,878,000.00)** is hereby accepted.

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

Very truly yours,

ALEXANDER A. PADILLA
President and CEO

Conforme:

Ms. SHIRLEY Z. AMATA
Account Manager
TRENDS AND TECHNOLOGIES, INC.
Date: March 24, 2015

ANNEX "E"

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre, 709 Shaw Boulevard, Pasig City
Call Center (02) 441-7442 Trunkline (02) 441-7444
www.philhealth.gov.ph

BIDS AND AWARDS COMMITTEE FOR INFORMATION TECHNOLOGY RESOURCES (BAC-ITR)
RESOLUTION NO. 15, S. 2015

RESOLUTION RECOMMENDING THE DECLARATION OF TRENDS AND TECHNOLOGIES, INC. AS THE BIDDER WITH THE LOWEST CALCULATED AND RESPONSIVE BID (LCRB) AND THE AWARD THERETO OF THE CONTRACT ON THE BIDDING FOR THE PROCUREMENT OF ONE (1) LOT LAYER 2 PoE SWITCH MANAGEABLE

WHEREAS, based on the approved Request and Issue Voucher (RIV) No. 14-1116 dated June 24, 2014, the Information Technology Management Department (ITMD) requested One (1) Lot Layer 2 PoE Switch Manageable with an Approved Budget for the Contract (ABC) of Three Million One Hundred Fifty Eight Thousand Nine Hundred Thirty Pesos and Sixty Seven Centavos (PhP3,158,930.67) and which procurement was advertised on December 23, 2014 at the Philippine Star (PS) and posted at the Phil-GEPS, PhilHealth Corporate website and at conspicuous places located at the PhilHealth Head Office on December 23 -29, 2014;

WHEREAS, in response to the said invitation, three (3) bidders secured the bidding documents namely: Trends and Technologies, Inc., Prime Access I.T. Solutions, Inc. and Micro-D International, Inc.;

WHEREAS, a Pre-Bid Conference was held on January 23, 2015 at the SBAC Conference Room in order for the BAC-ITR to address requests for clarifications and other queries of the proponents with regard to the provisions of the Bidding Documents of One (1) Lot Layer 2 PoE Switch Manageable and thereafter issued a Bid Bulletin dated January 28, 2015;

WHEREAS, the Opening of Bids was held on February 6, 2015 at the SBAC Conference Room, wherein Trends and Technologies, Inc., and Micro-D International, Inc. submitted their respective bids on time;

WHEREAS, during the said Opening of Bids, Trends and Technologies, Inc. which offered a financial bid proposal of Two Million Eight Hundred Seventy Eight Thousand Pesos (PhP2,878,000.00) was adjudged as the proponent with the Lowest Calculated Bid (LCB). As such, the BAC-ITR instructed the Technical Working Group (TWG) concerned to proceed with the post-qualification of the aforementioned bidder;

WHEREAS, the TWG conducted an evaluation on February 9 and 11, 2015 and presented its report in the BAC-ITR meeting on March 2, 2015 and informed the Committee that the bid proposal of Trends and Technologies, Inc. was found to be compliant with the eligibility, technical and financial requirements of PhilHealth;

WHEREAS, the BAC-ITR concurred with the recommendation of the TWG to declare Trends and Technologies, Inc. as the bidder with the Lowest Calculated and Responsive Bid;

NOW, THEREFORE, premises considered, the BAC-ITR resolves, as it is hereby resolved, to recommend to the President and CEO the award of the contract on the bidding for the procurement of **One (1) Lot Layer 2 PoE Switch Manageable** to **TRENDS AND TECHNOLOGIES, INC.**

IT IS SO RESOLVED.

Signed this 2nd day of March 2014 at Pasig City

SVP ERNESTO V. BELTRAN
Chairperson, BAC-ITR

VP FRANCISCO Z. SORIA, JR.
Vice-Chairperson, BAC-ITR

SM MARIO S. MATANGUIHAN
Member, BAC-ITR

SM NARISA PORTIA J. SUGAY
Member, BAC-ITR

OIC-SM RONALD ALLAN C. PABLO
Member, BAC-ITR

OIC-SM ATTY. MA. EMILY P. ROQUE
Member, BAC-ITR

CIO CELERINO S. CABRERA, JR.
Member- End-user, BAC-ITR

[ ] APPROVED
[ ] DISAPPROVED
[ ] Others: _____

ALEXANDER A. PADILLA
President and CEO
Date Signed: _____

ANNEX "F"

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: Fifteen percent (15%) 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: Sixty Five percent (65%) 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 sball 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 meri*t 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 "G"

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: **Philippine Health Insurance Corporation Corporate Operating Budget for CY 2014: THREE MILLION ONE HUNDRED FIFTY EIGHT THOUSAND NINE HUNDRED THIRTY PESOS AND SIXTY SEVEN CENTAVOS** ***(PhP3,158,930.67)*** for the ***BIDDING FOR THE PROCUREMENT OF ONE (1) LOT LAYER 2 PoE SWITCH MANAGEABLE.***
1.1(k)	The Project Site is *at PhilHealth Head Office Citystate Centre 709 Shaw Blvd., Brgy. Oranbo, Pasig City*
5.1	The Procuring Entity's address for Notices is: ***SVP ERNESTO V. BELTRAN,*** *Chief Actuarial Executive, Chairperson for BAC – Information Technology Resources, Room 1003, 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: **One (1) Lot Layer 2 PoE Switch Manageable** shall be delivered to the PhilHealth Supply Section, Room 1501, 15th Floor Citystate Centre 709 Shaw Blvd., Brgy. 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. **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

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

Spare Parts –

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of *three (3) years.*

Packaging –

The Winning Bidder 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 PhilHealth.

The outer packaging must be clearly marked on at least four (4) sides as follows:
Name of the Procuring Entity
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 Winning Bidder 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 Winning Bidder until their final acceptance by the PhilHealth.

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 Winning Bidder shall indemnify the PhilHealth 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	The bidders should be able to comply with the following: • ~~The winning bidder should work in parallel with PHILHEALTH Information Technology Management Department (ITMD) during the installation, testing, and commissioning of the Project.~~ • The bidders must ensure that the proposed **One (1) Lot Layer 2 PoE Switch Manageable** is compatible with the existing equipment of PHILHEALTH. • Intensive testing should be done by the winning bidder to achieve the functionality and benefits of the **One (1) Lot Layer 2 PoE Switch Manageable.**

17.3	• The maintenance period will be for a period of three (3) years.
	• All software/hardware should be covered by warranty on services, upgrades and updates on the **One (1) Lot Layer 2 PoE Switch Manageable** within the maintenance period which shall commence upon acceptance of the delivered goods.
	
	• The equipment should be covered by warranty on all parts, components, software and services for at least three (3) years. The warranty period for the hardware supplied shall commence upon acceptance.
	
	• The winning bidder must ensure that PhilHealth would be given the following for free:
	
	  ▪ Regular firmware updates, software patches and upgrades/updates, driver updates and agents for the management software.
	  ▪ Parts replacement – FREE for the duration of the warranty period
	  ▪ Preventive maintenance – FREE at least twice a year for the duration of the warranty period
	  ▪ Configuration – FREE assistance on device reconfiguration, software upgrade on-site for the duration of the warranty period

17.4	The period for correction of defects within the warranty period are: • ~~The bidders should be able to provide expert personnel to service the~~ **One (1) Lot Layer 2 PoE Switch Manageable** whenever problems should occur. • The winning bidder should provide a 24x7 phone and technical support to ~~PhilHealth within the three (3) years contract.~~ • Expenses for the technical personnel who will provide the technical service on-site to PHILHEALTH shall be at the expense of the winning bidder.
21.1	NO ADDITIONAL PROVISION

ANNEX "H"

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre, 709 Shaw Boulevard, Pasig City
Call Center (02) 441-7442 Trunkline(02) 441-7444
www.philhealth.gov.ph

BID BULLETIN NO. 2

BIDDING FOR THE PROCUREMENT ONE (1) LOT LAYER 2 PoE SWITCH MANAGEABLE

In accordance with Republic Act 9184, this bid bulletin is hereby issued amending and/or to clarify the following provisions of the Philippine Bidding Documents on the ***Bidding for the Procurement of One (1) Lot Layer 2 PoE Switch Manageable (ITB No. PoE2 2014-013-IT)***, viz:

PROVISIONS/QUERIES	AMENDMENT / CLARIFICATION
Page 2. Invitation To Bid Item No. 2 The *Philippine Health Insurance Corporation* now invites bids on the ***Bidding for the Procurement of One (1) Lot Layer 2 PoE Switch Manageable.*** Delivery of Goods is required *within sixty (60) calendar days after issuance and receipt by the winning bidder of the Notice to Proceed.* Bidders should have completed, within *January 1, 2012 – December 31, 2014*, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.	Page 2. Invitation To Bid Item No. 2 The *Philippine Health Insurance Corporation* now invites bids on the ***Bidding for the Procurement of One (1) Lot Layer 2 PoE Switch Manageable.*** Delivery of Goods is required *within sixty (60) calendar days after issuance and receipt by the winning bidder of the Notice to Proceed.* Bidders should have completed, within ***January 1, 2013 – December 31, 2014***, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
Page 9: Section II. Instructions to Bidders ITB Clause 12. Documents Comprising the Bid: Eligibility and Technical Components 12.1 (a) Eligibility Documents – Class "A" Documents: **(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 : • CY 2015 Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR • CY 2014 Mayor's Permit AND Official Receipt for Application of the CY 2015 Mayor's Permit if not yet issued.
Page 24. Section III Bid Data Sheet ~~ITB Clause 5.4~~ *Single Contract:* The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a) (iii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.	Page 24. Section III Bid Data Sheet ~~ITB Clause 5.4~~ *Single Contract:* The Bidder must have completed, within the period specified in the Invitation to Bid (January 1, 2013 - December 31, 2014) and ITB Clause 12.1 (a) (iii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

Page 24. Section III Bid Data Sheet **ITB Clause 12.1 (a) (iii)** Statement of all its ongoing and completed government and private contracts within two years (January 1, 2012 to December 31, 2014), including contracts awarded but not yet started, if any. ~~**SEE ATTACHED FORM [Annex "A"]**~~ The accomplishment of the above form with complete information as indicated therein shall be sufficient for this requirement.	**Page 24. Section III Bid Data Sheet** **ITB Clause 12.1 (a) (iii)** Statement of all its ongoing and completed government and private contracts within two years **(January 1, 2013 to December 31, 2014)**, including contracts awarded but not yet started, if any. ~~**SEE ATTACHED FORM [Annex "A"]**~~ The accomplishment of the above form with complete information as indicated therein shall be sufficient for this requirement.
Page 24. Section III Bid Data Sheet **ITB Clause 18.1** The bid security shall be limited to Bid Securing Declaration and at least one (1) other form in accordance with the following amount: 1. *Sixty Three Thousand One Hundred Seventy Eight Pesos and Sixty One Centavos (PhP63,178.61)* if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. *One Hundred Fifty Seven Thousand Nine Hundred Forty Six Pesos and Fifty Three Centavos (PhP157,946.53)* if bid security is in Surety Bond; and Any combination of the foregoing proportionate to the share of form with respect to total amount of security.	**Page 24. Section III Bid Data Sheet** **ITB Clause 18.1** The bid security shall be limited to Bid Securing Declaration **OR** at least one (1) other form in accordance with the following amount: 1. *Sixty Three Thousand One Hundred Seventy Eight Pesos and Sixty One Centavos (PhP63,178.61)* if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. *One Hundred Fifty Seven Thousand Nine Hundred Forty Six Pesos and Fifty Three Centavos (PhP157,946.53)* if bid security is in Surety Bond; and Any combination of the foregoing proportionate to the share of form with respect to total amount of security.
Page 25. Section III Bid Data Sheet **ITB Clause 18.2** The Bid Securing Declaration and the Bid Security form as required by the BAC-ITR shall be valid until *May 20, 2015 (120 calendar days after the opening of bids).*	**Page 25. Section III Bid Data Sheet** **ITB Clause 18.2** The Bid Securing Declaration **OR** the Bid Security form as required by the BAC-ITR shall be valid until **June 4, 2015** *(120 calendar days after the opening of bids).*
Page 40. Section VI Schedule of Requirements	**Page 40. Section VI Schedule of Requirements**
Within thirty (60) Calendar Days after the issuance and receipt of the winning bidder of the Notice to Proceed	The **Delivery and Installation** shall be within **Sixty (60) Calendar Days** after the issuance and receipt of the winning bidder of the Notice to Proceed
Page 44. Section VII Technical Requirements **3. Installation and Testing** **Item. No. 3** ➢ Installation period should not be more than thirty (30) calendar days. The proponent shall indicate the details of installation and configurations for the entire project. Both	**Page 44. Section VII Technical Requirements** **3. Installation and Testing** **Item. No. 3** ➢ Delivery and Installation period should not be more than **Sixty (60) calendar days**. The proponent shall indicate the details of installation and configurations for the entire

parties will determine the installation and implementation based upon the agreed schedule. The winning proponent shall guarantee installation and testing within the specified period of agreed schedule.	parties will determine the installation and implementation based upon the agreed schedule. The winning proponent shall guarantee installation and testing within the specified period of agreed schedule.
Submission and Opening of Bids:	Submission and Opening of Bids:
~~February 4, 2015 at 10:30 a.m.~~	~~February 6, 2015 (Friday) at 10:30 a.m.~~

REMINDERS:

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

THIS BID BULLETIN NO. 2 (ITB NO.PoE 2014-013-IT) SHALL FORM PART OF THE ELIGIBILITY AND TECHNICAL BID PROPOSAL TO BE SUBMITTED ON 06 FEBRUARY 2015. THUS, THIS SHOULD BE SUBMITTED AS PART OF THE BID PROPOSAL ON THE SAID DATE.

The deadline for submission of bid proposals will be on 6 February 2015, 10:30 a.m Likewise, Opening of Bids will commence on the said date and time.

Those bidders who obtained the bidding documents for this project that would not submit their respective bid proposals on 6 February 2015 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 10:30 a.m. of 06 February 2015.

Issued this 28th day of January 2015

SVP ERNESTO V. BELTRAN
Chairperson, BAC-ITR

on Official Business
VP FRANCISCO Z. SORIA, JR.
Vice-Chairperson, BAC-ITR

SM MARIO S. MATANGUIHAN
Member, BAC-ITR

SM NARISA PORTIA J. SUGAY
Member, BAC-ITR

OIC-SM RONALD ALLAN C. PABLO
Member, BAC-ITR

OIC-SM ATTY. MA. EMILY P. ROQUE
Member, BAC-ITR

on Official Business
CIO CELERINO S. CABRERA, JR.
Member- End-user, BAC-ITR

ANNEX "I"

Premium	P	4,748.70
Dst		593.59
Vat		569.84
Lgt		9.50
Others		500.00
Total:	P	6,421.63

MAA General Assurance Phils., Inc.
10th Flr., 1001 Pearlbank Centre, 146 Valero St., Salcedo Village, Makati City 1200;
Tel. Nos. 751-3759,751-3760 Fax No. 893-2230
TIN-000-801-332-000

Bond G (13) 01468

MAAGAP No. 11774

PERFORMANCE BOND

(For Government Project)

KNOW ALL MEN BY THESE PRESENT:

That we, **TRENDS & TECHNOLOGIES, INC.** of 6th Floor, Trafalgar Plaza, 105 H.V. Dela Costa St., Salcedo Village, Makati City, as Principal, and MAA GENERAL ASSURANCE PHILS., INC., a corporation duly organized and existing under and by virtue of the laws of the of the Republic of the Philippines, as Surety, are held and firmly bound unto **PHILIPPINE HEALTH INSURANCE CORPORATION** as Obligee, in the sum of Pesos: **EIGHT HUNDRED SIXTY THREE THOUSAND FOUR HUNDRED & 00/100 (Php 863,400.00) ONLY**, Philippine Currency, callable on demand by the Obligee for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been declared the winning bidder by the Obligee for the **Procurement of One (1) Lot Layer 2 PoE Switch Manageable (ITB No. PoE2 2014-013-IT), as mentioned in the Notice of Award dated March 24, 2015**, copy of which is hereto attached to form an integral part of this bond;

WHEREAS, said OBLIGEE requires Principal upon receipt of the Notice of Award to post Performance Security to guarantee the faithful performance by the winning bidder of its obligations under the Contract and in accordance with the provision of R.A. No. 9184 and its implementing rules and regulations;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, condition and agreements stipulated in the contract with the Obligee, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The liability of MAA GENERAL ASSURANCE PHILS., INC., under this bond shall expire on 26 March 2016 and the SURETY does not assume responsibility for any liability incurred or created after said date. The Surety shall be notified in writing of any obligation there under not later than fifteen (15) days from said expiration date, and failure to do so shall release the SURETY from liabilities under this bond and shall be a bar to any action against it.

IN WITNESS WHEREOF, we have set our hands and signed our names on the 26th day of March 2015 in the City of Makati, Philippines.

IN THE PRESENCE OF

TRENDS & TECHNOLOGIES, INC.
(Principal)

Witness to Principal

By: _____
JOSE DANIEL T. BALAJADIA
Corporate Secretary

MAA GENERAL ASSURANCE PHILS., INC.
TIN 000-801-332-000
(Surety)

ATTEST

By: _____
ANDRES N. VILLEGAS
Bonds Manager

MAA General Assurance Phils., Inc.
10th Flr., 1001 Peoplebank Centre, 146 Valero St., Salcedo Village, Makati City 1200
Tel. Nos. 751-3759,751-3760 Fax No. 893-2230
TIN-000-801-332-000

MAAGAP No. 14774

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) S.S.
Makati City)

On 26th day of March 2015, at the City of Makati, Philippines, personally appeared before me:

NAME	VALID ID No.	ISSUED	
		AT	ON
JOSE DANIEL L. BALAJADIA	[illegible]	[illegible]	[illegible]

and ANDRES N. VILLEGAS exhibiting Driver's License No. D06-96-164048 Expiration Date 11/30/2015 representing MAA General Assurance Phils. Inc., with Corporate Tax Certificate No. 00022723 issued at Makati City, known to me and to me known to be the same person or persons who executed the foregoing instrument which they confirmed and ratified, declaring the same to be their free and voluntary act and deed and the free and voluntary act and deed of the corporation they represent.

In witness whereof, I have hereunto set my hand and affixed my notarial seal at the date and place first above-written.

WINFRED L. BANGER
[illegible]
Appointment No. [illegible] (2016)
[illegible]
PTR No. [illegible] Makati
IBP No. [illegible] NCR

Doc. No. 2455
Page No. 304
Book No. IV
Series of 2015

REPUBLIC OF THE PHILIPPINES) S.S
Makati City)

I, ANDRES N. VILLEGAS, Bonds Manager, of the MAA General Assurance Phil., Inc. having been duly sworn, states and deposes that the said MAA General Assurance Phil., Inc. is a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office in Makati City and is duly authorized to execute and furnish surety bonds for all purposes within the said islands by virtue of Administrative Order No. 266 date April 28, 1958, and that it is actually worth the amount specified in the foregoing undertaking, to wit Pesos, EIGHT HUNDRED SIXTY THREE THOUSAND FOUR HUNDRED & 00/100 (Php863,400.00) ONLY, Philippine Currency over and above all just debts and obligations, and property exempt from execution, and that it has no outstanding and demandable obligation / any amount of both civil and criminal cases to the government or any or its agencies as of this date.

MAA General Assurance Phil., Inc
TIN – 000-801-332-000

By: ANDRES N. VILLEGAS

SUBSCRIBED AND SWORN TO before me this 26th day of March 2015, at the City of Makati, Philippines. Affiant/s having exhibited to me their Residence Certificate as above indicated.

WITNESS MY HAND AND SEAL

WINFRED L. BANGER
[illegible] Makati City
Appointment No. [illegible] (2016)
[illegible]
PTR No. [illegible] Makati
IBP No. [illegible] NCR

Doc. No. 2456
Page No. 305
Book No. IV
Series of 2015

Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
1071 United Nations Avenue
Manila

1 July 2014

MAA GENERAL ASSURANCE PHILIPPINES, INC.
10th Floor Peak Bank Center
146 Valero Streets, Salcedo Village
Makati City

Attention: Mr. Daniel C. Go
President

Gentlemen:

We are sending herewith Certificate of Authority of MAA General Assurance Philippines, Inc.

The Certificate of Authority shall be valid from

pursuant to the New Insurance Code (R.A. No. 10607), unless sooner suspended or revoked for cause.

Please acknowledge receipt.

Very truly yours,

EMMANUEL F. DOOC
Insurance Commissioner

Encls.: a/a

ANDRES N. VILLEGAS
BONDS MANAGER

General Assurance Phils., Inc.
CERTIFIED TRUE COPY

Blg. [illegible]

Republika ng Pilipinas

Kagawaran ng Pananalapi

KOMISYON NG SEGURO

KATIBAYAN NG PAGKAMAYKAPANGYARIHAN

[illegible] **MGA GENERAL ASSURANCE PHILIPPINES, INC.**

NG LUNGSOD NG MAKATI, PILIPINAS

na isang [illegible] pang **DI-BUHAY**

[illegible]

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang matupad ng batas ng Pilipinas bunsod ng pang-aga kompanya ng seguro, kung kaya pinagkalooban ninong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagkalakal ng uri ng seguro na nakalaan sa inaga kanggang kalakalanang ng kalunggatin, ng kaunlapang ang ng Kalye, sang dalawampung libo't labing apat

maliban lang ngat na kaalin o pigil ng may nakaumalang dahilan.

Sinang **KATUNAYAN NITO**, inagoa ko ang aking pangalan

at kinuha ang Opisyal na Tatak ng aking Tanggapan

sa Lungsod ng Maynila, Pilipinas ika-[illegible] araw

ngunit ika-[illegible] ng Kalye 2013.

[illegible]

[illegible]

ANDRES N. VILLEGAS
BONDS MANAGER

General Assurance Phils., Inc.
CERTIFIED TRUE COPY