

**CONTRACT FOR THE SUPPLY AND DELIVERY OF INFORMATION  
COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT 2024-009-G – UPS  
RACK MOUNT TYPE, 3KVA  
FOR PHILHEALTH REGIONAL OFFICE III (PRO III)**

JAN 07 2025

**THIS AGREEMENT** made and entered into this \_\_\_\_\_, 2024  
between:

**PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation created and existing by virtue of R.A. 7875, as amended by R.A. 9241 and R.A. 10606, otherwise known as the “National Health Insurance Act of 2013” and R.A. 11223, otherwise known as the “Universal Health Care Act”, with office address at 19<sup>th</sup> Floor, City State Center Bldg., 709 Shaw Blvd., Barangay Oranbo, Pasig City, represented herein by its **Acting Vice President of PhilHealth Regional Office III (PRO III) HENRY V. ALMANON**, with office address at PhilHealth Bldg., No. 168 Lazatin Blvd., San Agustin, City of San Fernando, Pampanga, duly authorized to enter into this Contract, as evidenced by Corporate Order No. 2018-0026 New Delegation and Signing Authority (DSA) in the Head Office and Regional Offices dated April 10, 2018, which is attached hereto as Annex “A”, hereinafter referred to as the “**PHIC**”

-and-

**AUTOMATION SPECIALISTS AND POWER EXPONENTS, INC.** a private corporation duly registered, organized and existing under the laws of the Republic of the Philippines and registered with Securities and Exchange Commission (SEC) with Certificate No. 166996 with business address at 159 Boni Avenue, Plainview, Mandaluyong City, Metro Manila, NCR, represented herein by its **Assistant Supervisor, SUNSHINE C. SOLLORANO**, duly authorized to enter into Contract, as evidenced by Secretary’s Certificate dated October 25, 2024, which is attached hereto as Annex “B”, hereinafter referred to as “**SUPPLIER**”

**WHEREAS**, the **PHIC** invited Bidders for the supply and delivery of certain goods, particularly Supply and Delivery of Information Communication Technology (ICT) Equipment – UPS Rack Mount Type, 3KVA by posting the Invitation to Bid (IB) in the PhilGEPS and PhilHealth website and in conspicuous place in PRO III Building with bulletin board reserved for posting, pursuant to *Section 21. Advertising and Contents of the Invitation to Bid of RIRR of R.A. 9184*;

**WHEREAS**, **PHIC** has accepted a Bid by “**SUPPLIER**” for the “Supply and Delivery of Information Communication Technology (ICT) Equipment – UPS Rack Mount Type, 3KVA 2024-009-G for PRO III” in the sum of FIVE HUNDRED NINETEEN

HENRY V. ALMANON  
Acting Vice President, PRO III

SUNSHINE C. SOLLORANO  
Assistant Supervisor

THOUSAND TWO HUNDRED TWENTY PESOS (Php 519,220.00) (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs):
    - i. Schedule of Requirements;
    - ii. Technical Specification/Terms of Reference;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - c. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - d. Performance Security;
  - e. Notice of Award of Contract, and the Bidder's conforme thereto;
  - f. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. The **SUPPLIER** shall deliver: Thirteen (13) units of Accu-power RXG3K including all accessories required for the said product.

  
HENRY V. ALMANON  
Acting Vice President, PRO III

  
SUNSHINE C. SOLLOZANO  
Assistant Supervisor




4. Support Service

- a. The **SUPPLIER** shall provide a designated Technical Account Manager for proactive and escalation management from the manufacturer or its authorized service centers.
- b. The **SUPPLIER** shall have an advanced phone level support designed to expedite problem solution with the following Service Response Time and Issuance of Service Unit;
- c. The **SUPPLIER** shall be charged with any cost incurred in the transport of the service unit and malfunctioned/repaired unit. The assigned service technical support should immediately determine if a warranty applies or has been void, and once a defective unit is pulled out by the authorized service support or the supplier's representative, the said unit is confirmed to have a valid warranty for repair or replacement;
- d. The **SUPPLIER** shall submit to PRO III a service/job order report indicating all details (date, time, transaction, specific repairs/actions made, etc.) of the service provided, as reference in validating the support service performance;
- e. The **SUPPLIER** shall provide a service unit to PRO III within the next forty-eight (48) hours if a multifunctioning unit that is within warranty cannot be repaired within the response time;
- f. The **SUPPLIER** shall provide a new unit of equal or higher specifications to PRO III as a replacement if a malfunctioning unit cannot be repaired after fifteen (15) working days from the time that it has been pulled-out from PRO III.

5. Penalties

- a. A strict implementation of one tenth (1/10) of one percent (1%) penalty of the unit price of defective item shall be imposed for every day of delay on service response time/issuance of service unit;
- b. The total sum of delays of after sales support shall in no case exceed ten percent (10%) of the total contract price, in which PRO III shall automatically terminate the contract.

  
HENRY V. ALMANON  
Acting Vice President, PRO III


  
SUNSHINI C. SOLLORANO  
Assistant Supervisor


6. In consideration, the **PHIC** agrees to pay the sum FIVE HUNDRED NINETEEN THOUSAND TWO HUNDRED TWENTY PESOS (**Php 519,220.00**) or such other sums as may be ascertained in accordance with the terms of the Bidding, **SUPPLIER** agrees to the Supply and Delivery of Information Communication Technology (ICT) Equipment – UPS Rack Mount Type, 3KVA 2024-009-G to PhilHealth Regional Office III in accordance with his/her/its Bid.
7. The provisions of this Contract shall be governed by the laws of the Philippines. In any case of conflict arising from the interpretation or application of the provisions of this Agreement, the parties shall immediately exhaust earnest efforts towards an amicable settlement of the issues, through mutual consultation and other available alternative means of dispute resolution. It is a condition precedent to any legal action or proceeding arising under this Contract, which shall be exclusively before the competent courts of Pampanga.

**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 (PHIC)**

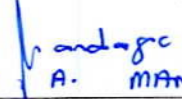
**AUTOMATION SPECIALISTS AND  
POWER EXPONENTS, INC.**

  
**HENRY V. ALMANON**  
Acting Vice President, PRO III

  
**SUNSHINE C. SOLLORANO**  
Assistant Supervisor

*Signed in the Presence of:*

  
**NARIZA MARJORIE V. PAEZ**  
Information Technology Officer II

  
**ALMA A. MANDASOC**  
Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
City of San Fernando, Pampanga ) S.S.

BEFORE ME, a Notary Public for and in the City of San Fernando, Pampanga, Philippines this \_\_\_\_\_ day of JAN 07 2025, 2024, personally appeared the parties abovementioned and who presented to me the following forms of identification:


Name of Party	Type of ID Presented	ID Number
HENRY V. ALMANON Acting Vice President – PRO III		
SUNSHINE C. SOLLORANO Assistant Supervisor	UMID ID	0111-6689448-9

known to me to be the same persons who executed the foregoing Contract Agreement, consisting of four (5) pages including this page on which the acknowledgement is written but excluding the annexes, signed by the parties and their witness on each and every page 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.

Notary Public

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Page No. 77  
Book No. 101  
Series of 2025

  
**CARLOTA DELACRUZ-MANALO**  
Notary Public  
Notarial Commission 28-24  
Until December 31, 2025  
IBP No. 485423/ 12-19-2024 / Pampanga  
PTR No. PAM-0747844 / 01-02-2025 / Pampanga  
ROA 37808  
MCLE VIII-0003702 / 09-08-23  
2nd Floor Jomafer BLDG., Dolores,  
City of San Fernando, Pampanga