

**CONTRACT FOR THE BIDDING OF ONE (1) LOT  
LICENSING FOR MESSAGING AND COLLABORATION**

**THIS AGREEMENT** made on the \_\_\_ day of \_\_\_ 2013 between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation created and existing by virtue of R.A. 7875, otherwise known as the "National Health Insurance Act of 1995", with office address at 17th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **Executive Vice-President and Chief Operating Officer, ALEXANDER A. PADILLA**, (hereinafter called "**PHILHEALTH**").


-and-

**FIRST DATA CORP.**, a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. 127697, issued on July 25, 1985, and existing under the laws of the Republic of the Philippines, with business address at 3/flr. Citibank Center, 8741 Paseo De Roxas, Makati City, represented herein by its **Vice-President, RAYMUND L. YAP**, (hereinafter called "**FIRST DATA CORP.**").

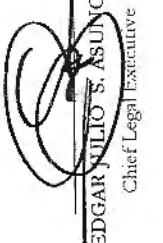
**WHEREAS, PHILHEALTH** invited Bids for the *Bidding on the Procurement of One (1) Lot Licensing for Messaging and Collaboration* and has accepted a Bid by **FIRST DATA CORP.** for the supply of those goods in the sum of **THREE MILLION TWO HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED FORTY EIGHT PESOS AND ONE CENTAVO (PhP3,228,448.01)**, (hereinafter called "**the Contract Price**").

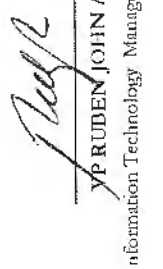
**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

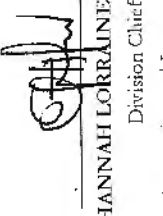
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) FIRST DATA CORP.'s Schedule of Requirements (**Annex "A"**);
  - (b) FIRST DATA CORP.'s Bid Form (**Annex "B"**);
  - (c) FIRST DATA CORP.'s Technical Proposal (**Annex "C"**);
  - (d) Notice of Award (**Annex "D"**);
  - (e) BAC-ITR Resolution No. **11**, s. 2013 (**Annex "E"**);
  - (f) General Conditions of the Contract (GCC) (**Annex "F"**);
  - (g) Special Conditions of the Contract (SCC) (**Annex "G"**); and
  - (h) Bid Bulletin (**Annex "H"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **FIRST DATA CORP.** as hereinafter mentioned, **FIRST DATA CORP.** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;
4. **PHILHEALTH** hereby covenants to pay **FIRST DATA CORP.** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract;
5. The contract price covers the costs of all Deliverable Items and Services and includes all applicable taxes and duties in the Philippines, costs of importation, insurance, transportation and delivery at the time and to the locations specified but

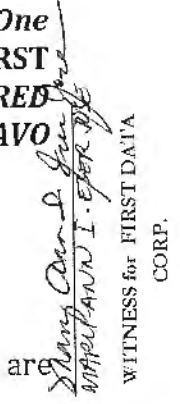
  
ALEXANDER A. PADILLA  
EVP and COO

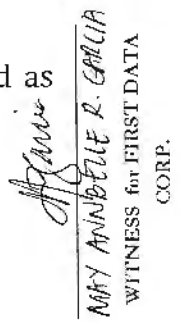
  
RAYMUND L. YAP  
Vice-President  
First Data Corp.

  
EDGAR JULIO S. ASUNCION  
Chief Legal Executive

  
YP RUBEN JOHN A. BASA  
Information Technology Management Department

  
HANNAH LORRAINE DALISAY  
Division Chief  
Accounting and Internal Control

  
WITNESS for FIRST DATA  
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excludes any special handling or hosting charges which may be incurred at **PHILHEALTH's** site and which are for the account of **PHILHEALTH**;

6. The contract price covers all taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance and other charges which may be imposed on the Product by foreign and local authorities;

**Within Thirty (30) Calendar Days** after complete delivery to and acceptance by **PHILHEALTH, FIRST DATA CORP.** shall submit the Statement or Billing of Account and other documentary requirements as may be required by the former as condition for payment.

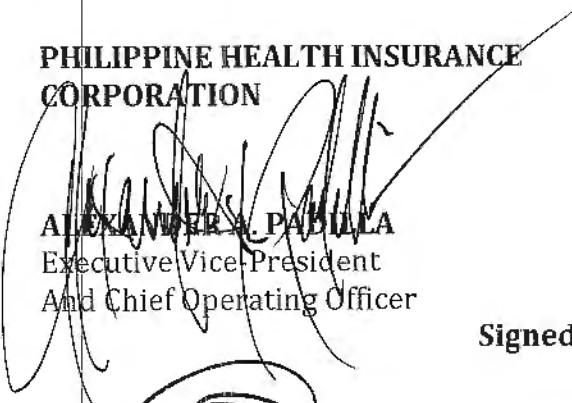
As obligation for the warranty, **PHILHEALTH** shall withhold ten percent (10%) of the total contract price stated in the Whereas Clause hereof, amounting to **Three Hundred Twenty Two Thousand Eight Hundred Forty Four Pesos and Eighty Centavos (PhP322,844.80)** as retention money. **The said amount shall only be released after the lapse of the three (3) year warranty period.** Otherwise, **FIRST DATA CORP.** may opt to post a special bank guarantee equivalent to the same amount covering the said warranty period.

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


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

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

**PHILIPPINE HEALTH INSURANCE CORPORATION**

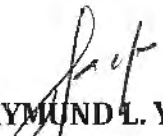
  
**ALEXANDER PABILLA**  
Executive Vice-President  
And Chief Operating Officer

  
**SVP EDGAR JULIO S. ASUNCION**  
Chief Legal Executive


 CAF # 2013-06-22  
**HANNAH LORRAINE DALISAY**  
Division Chief  
Accounting and Internal  
Control Department

  
**MARIANNE L. ESPINOZA**  
Witness for **FIRST DATA CORP.**

**FIRST DATA CORP.**

  
**RAYMUND L. YAP**  
Vice-President

Signed in the presence of:

  
**VP RUBEN JOHN A. BASA**  
Information Technology  
Management Department

  
**MAY ANNABELLE R. GARCIA**  
Witness for **FIRST DATA CORP.**

**ACKNOWLEDGEMENT**

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

**BEFORE ME**, this \_\_\_ day of JUL 16 2013 2013, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

**ALEXANDER A. PADILLA**  
Philippine Health Insurance Corp.

\_\_\_\_\_  
PHILHEALTH I.D. #


**RAYMUND L. YAP**  
First Data Corp.

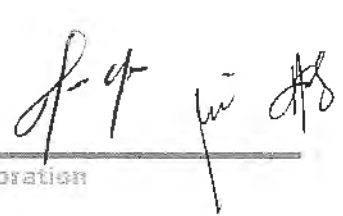
\_\_\_\_\_

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

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

Doc No. 33  
Page No. 08  
Book No. XXXIX  
Series of 2013

  
**ATTY. GERVACIO B. ORTIZ JR.**  
Notary Public City of Makati  
Until December 31, 2014  
IBP No. 656155-Lifetime Member  
MCLE Compliance No. III-0014282  
Appointment No. M-199-(2013-2014)  
PTR No. 3664330 Jan. 2, 2013  
Makati City Roll No. 40094  
101 Urban Ave., Brgy. Pio del Pilar,  
Makati City





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS  
LAND TRANSPORTATION OFFICE  
LAKI AVE QUEZON CITY



PROFESSIONAL

LAST NAME, FIRST NAME, MIDDLE NAME

**YAP, RAYMUND LITONJUA**



ADDRESS (NO. STREET, CITY, MUNI, PROVINCE)

**38 M A REYES ST LITTLE BAGUIO SJMM**

BIRTH DATE SEX HT. (cm) WT. (kg) NATIONALITY

**1962-02-12 M 172 71 FIL**

RESTRICTIONS CONDITIONS AGE EXPIRES

**2 N15 2014-02-12**

LICENSE NO.  
**N15-80101208**

WISCONSIN TORRES  
ASST. SECRETARY

SIGNATURE OF LICENSEE




**I. RESTRICTIONS**  
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## Section VI. Schedule of Requirements

The schedule of services expressed as weeks/months stipulates hereafter a date which is the date of the maintenance service to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Licensing for Messaging and Collaboration	One (1) Lot	One (1) Lot	Within Thirty (30) Calendar Days after the issuance and receipt of the Notice to Proceed the winning bidder.

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

<u>FIRST DATACORP</u> Name of Company/Bidder	 <u>MAY ANNBELLE R. GARCIA</u> Signature over Printed Name of Representative	<u>February 19, 2013</u> Date
---	---	----------------------------------

## Bid Form

Date: **February 19, 2013**  
 Invitation to Bid No.: **LMC 2012-014-IT**

The Chairperson  
 Bids and Awards Committee  
 PHILHEALTH

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [1]. The receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/delivery/perform One (1) Lot Licensing for Messaging and Collaboration in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS			COST per item (Inclusive of VAT)	Total Cost per item (Inclusive of VAT)
Part Number	Item Name	QTY	UNIT PRICE (PHP)	TOTAL PRICE (PHP)
395-02406	ExchgSvrEnt SNGL LicSAPk MVL	1	217,883.13	217,883.13
381-01603	ExchgStdCAL SNGL LicSAPk MVL DvcCAL	600	3,631.58	2,178,945.46
PGL-00279	ExchgEntCAL SNGL LicSAPk MVL DvcCAL wSrvcs	100	3,705.81	370,580.61
5HU-00224	LyncSvr SNGL LicSAPk MVL	1	196,093.67	196,093.67
6ZH-00413	LyncSvrStdCAL SNGL LicSAPk MVL DvcCAL	20	1,678.75	33,574.95
7AH-00319	LyncSVrEnCAL SNGL LicSAPk MVL DvcCAL	20	5,784.26	115,685.10
YEG-00419	LyncSvrPlusCAL SNGL LicSAPk MVL DvcCAL	20	5,784.26	115,685.10
TOTAL (In Words) <b>Three Million Two Hundred Twenty Eight Thousand Four Hundred Forty Eight Pesos and 1/100 only</b>				<b>Php 3,228, 448.01</b>

*[Handwritten signatures]*

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 0 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.

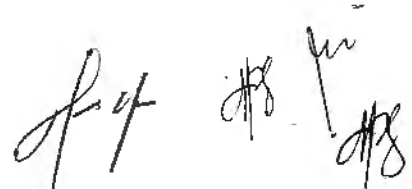
We certify/ confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

Dated this 19<sup>th</sup> day of February 2013 .

  
MAY ANNABELLE R. GARCIA  
[signature]

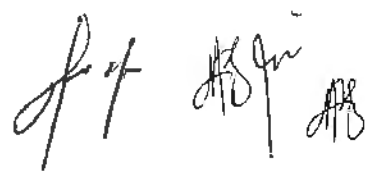
ACCOUNT MANAGER  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of FIRST DATACORP.



## Section VII. Technical Specifications

SPECIFICATIONS	Statement of Compliance																
<p><b>* Statement of Compliance-</b> 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 Bidder's 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).</p>																	
<p><b>1. DELIVERABLE</b></p> <p>The winning proponent is required to comply to all items below to qualify:</p> <p><b>A. SOFTWARE REQUIREMENTS</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 70%;">Software Title</th> <th style="width: 30%;">Quantity</th> </tr> </thead> <tbody> <tr> <td>Latest Messaging Server Licenses Enterprise Edition</td> <td style="text-align: center;">One (1)</td> </tr> <tr> <td>Latest Messaging Server Licenses Standard Client Access Licenses</td> <td style="text-align: center;">Six hundred (600)</td> </tr> <tr> <td>Latest Messaging Server Licenses Enterprise Client Access Licenses</td> <td style="text-align: center;">One Hundred (100)</td> </tr> <tr> <td>Latest Collaboration Server Enterprise Edition license</td> <td style="text-align: center;">One (1)</td> </tr> <tr> <td>Collaboration Software Standard Client Access License</td> <td style="text-align: center;">Twenty (20)</td> </tr> <tr> <td>Collaboration Software Enterprise Client Access License</td> <td style="text-align: center;">Twenty (20)</td> </tr> <tr> <td>Full Feature Client Access License</td> <td style="text-align: center;">Twenty (20)</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>All proposed solution must be one hundred percent compatible with the existing Collaboration and Messaging and infrastructure and licensing agreements.</li> <li>All products must have at least three (3) years software assurance that Philhealth has the right to upgrade to <i>newer software version, patches, service packs and the right to use the proposed licenses without incurring any charges.</i></li> </ul>	Software Title	Quantity	Latest Messaging Server Licenses Enterprise Edition	One (1)	Latest Messaging Server Licenses Standard Client Access Licenses	Six hundred (600)	Latest Messaging Server Licenses Enterprise Client Access Licenses	One Hundred (100)	Latest Collaboration Server Enterprise Edition license	One (1)	Collaboration Software Standard Client Access License	Twenty (20)	Collaboration Software Enterprise Client Access License	Twenty (20)	Full Feature Client Access License	Twenty (20)	<p style="text-align: center;"><b>Statement of Compliance *</b></p> <p>Please refer to attached Technical Proposal under The Requirements page 2</p> <p style="text-align: center;"><b>COMPLY</b></p> <p style="text-align: center;"><b>COMPLY</b></p> <p style="text-align: center;"><b>COMPLY</b></p> <p style="text-align: center;"><b>COMPLY</b></p> <p style="text-align: center;"><b>COMPLY</b></p> <p style="text-align: center;"><b>COMPLY</b></p> <p style="text-align: center;"><b>COMPLY</b></p> <p style="text-align: center;"><b>COMPLY</b></p> <p style="text-align: center;"><b>COMPLY</b></p>
Software Title	Quantity																
Latest Messaging Server Licenses Enterprise Edition	One (1)																
Latest Messaging Server Licenses Standard Client Access Licenses	Six hundred (600)																
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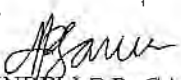


<b>2. TRAINING</b>						
<p>The winning proponent must provide the following</p> <ul style="list-style-type: none"> <li><b>Technical training</b> (free of charge):</li> </ul> <table border="1"> <thead> <tr> <th>Course Title / Code</th> <th>No. of Participants</th> </tr> </thead> <tbody> <tr> <td>Deploying, Configuring and Administering Collaboration Software</td> <td>3</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>Meals (snacks and lunch) and instructional materials for the aforementioned training.</li> <li>The winning proponent must be a certified training provider or must be able to provide aforesaid training from a certified training provider.</li> <li>The winning proponent must provide training certificates for the participants of aforesaid training and technology updates.</li> </ul>		Course Title / Code	No. of Participants	Deploying, Configuring and Administering Collaboration Software	3	<p>Please refer to attached Technical Proposal (Other Requirements – Value Adds under Item No. 1) page 3</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>
Course Title / Code	No. of Participants					
Deploying, Configuring and Administering Collaboration Software	3					
<b>3. DELIVERY</b>						
<p>The winning proponent must deliver the licenses not more than thirty (30) calendar days upon receipt of Notice To Proceed (NTP). Delivery charges shall be at the expense of the winning proponent. All licenses should be delivered to the following address: 15th floor Citystate Center, 709 Shaw Blvd., Pasig City, Metro Manila.</p>		<p>Please refer to Section VI Schedule of Requirements</p> <p>COMPLY</p>				
<b>4. WARRANTY</b>						
<ol style="list-style-type: none"> <li>The winning proponent must provide three (3) years of Software assurance that include software version upgrade, patches, service packs, and updates, and rights to use the software without incurring additional charges to Philhealth.</li> <li>The winning proponent must replace the software product installer/s if the software products do not perform substantially in accordance with its published user documentation, except for failure of the product resulting from accident or misuse.</li> </ol>		<p>Please refer to attached Software Assurance Benefit Chart</p> <p>COMPLY</p> <p>COMPLY</p>				
<b>5. DOCUMENTATION</b>						
<p>The winning proponent must provide complete documentation of the software and licenses. The winning proponent must also provide user manuals and other technical materials included in the whole package of the said software.</p>		<p>Please refer to Section VI Schedule of Requirements</p> <p>COMPLY</p>				

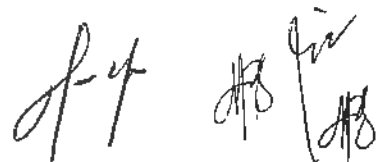
*[Handwritten signatures]*

I hereby certify to comply with all the above Technical Specifications

FIRST DATACORP  
Name of Company/Bidder

  
MAY ANNETTE R. GARCIA  
Signature over Printed Name of Representative

FEBRUARY 19, 2013  
Date



**TECHNICAL PROPOSAL**

**PROCUREMENT OF ONE (1) LOT LICENSING FOR MESSAGING AND  
COLLABORATION**

ITB NO. LMC 2012-014-IT



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**THE REQUIREMENTS**

Software Title	Part Number	Item Name	Product Type	QTY
Latest Messaging Server Licenses Enterprise Edition	395-02406	ExchgSvrEnt SNGL LicSAPk MVL	License/Software Assurance Pack	1
Latest Messaging Server Licenses Standard Client Access Licenses	381-01603	ExchgStdCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	600
Latest Messaging Server Licenses Enterprise Client Access Licenses	PGI-00279	ExchgEntCAL SNGL LicSAPk MVL DvcCAL wSncs	License/Software Assurance Pack	100
Latest Collaboration Server Enterprise Edition license	5HU-00224	LyncSvr SNGL LicSAPk MVL	License/Software Assurance Pack	1
Collaboration Software Standard Client Access License	6ZH-00413	LyncSvrStdCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	20
Collaboration Software Enterprise Client Access License	7AH-00319	LyncSVrEnCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	20
Full Feature Client Access License	YEG-00419	LyncSvrPlusCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	20

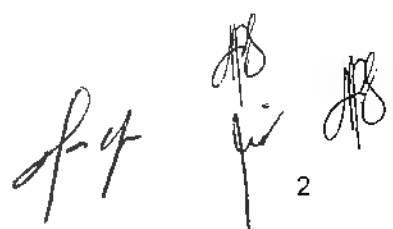
**OTHER REQUIREMENTS – VALUE ADDS**

Partnering with First Datacorp gives you the best value for your IT spend. Your dedicated account manager helps you optimize your technology and license solution to align with your strategic business needs.

In this thrust to boost success in your Microsoft solution, below is a set of FDC exclusive technology services to support your IT rollout:

Your First Datacorp Account team ensures that our software services helps you realize:

- Centralized agreements with decreasing licensing costs
- Support IT governance
- Increased asset visibility and management


  
 2

1. 5 day onsite Certified Partner for Learning Solutions (CPLS) Training Voucher on Deploying, Configuring, and Administering Microsoft Lync Server 2010 (Course 10533) for three (3) participants inclusive of the following:

Each training course entitles the participant to the following inclusions:

- Microsoft Official Curriculum pack
- Certificate of Completion
- Morning and afternoon snacks
- Lunch

2. Onsite-Technical Support

FDC will provide FREE Onsite Technical Support within Metro Manila for a total of 50 man-hours for a period of one year to customers who need hands-on assistance on problem resolution. The coverage of the support includes troubleshooting, and correct usage on Microsoft products and solutions purchased from First Datacorp.

3. Phone and Email Support

Unlimited phone and email support is provided to customers who may require technical assistance on incidents covered by First-Datacorp. Phone and email support service will be provided by a dedicated team of Microsoft certified specialists.

## WHY FIRST DATACORP

### Our Background

First Datacorp is an Information Technology service and solution provider in business since 1985. The partnership with Microsoft began when First Datacorp was appointed Microsoft Solutions Provider in 1998 and two years later, an authorized Large Account Reseller in the Philippine territory. As a Microsoft Gold Certified Partner, it has passed the highest level of Microsoft Certifications on licensing and infrastructure solutions and has demonstrated robust, efficient, and scalable implementations of Microsoft technologies in enterprise customer deployments or on-site Microsoft assessments.

### Our Competence

First Datacorp has over 90 IT professionals. It has assembled a team of industry certified experts in architecting, developing and deploying mission critical software solutions. The company believes that the individual skills set is the building block of the organization's technical capability, thus serious investment has been put on continuous IT education, training, certification and exposure as exhibited by various certifications maintained within the company.

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### Corporate Certification and Competencies

- Microsoft Gold Certified Partner

### Microsoft Certifications

- Microsoft Certified Systems Engineers
- Microsoft Certified Systems Administrators
- Microsoft Certified Software Advisors
- Microsoft Certified Professionals

### Other Microsoft Certifications

- Certifications on SharePoint
- Certification on Windows Server
- Certification on Exchange Server
- Certification on Office Communication Server (OCS) and Lync Server
- Certification on System Centre Management Solutions
- Certification on Hyper-V (Hypervisor)
- Certifications on desktop solutions and deployment

### **Our Awards**

- 2012
  - **Microsoft Large Account Reseller Partner of the Year**
  - Microsoft Product Manager of the Year
- 2011
  - **Microsoft Large Account Reseller Partner of the Year**
- 2010
  - Microsoft Product Manager of the Year
- 2009
  - Microsoft Genuine Program Partner of the Year
- 2008
  - HP Blade Server Top Performing Partner of the Year
- 2007
  - Lenovo New World Partner of the Year
  - Outstanding HP BCS Reseller of the Year 2007
  - Microsoft PARTNER OF THE YEAR
  - Microsoft Large Account Reseller (LAR) of the Year (EPG)

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- Microsoft LAR of the year for Small and Mid-market Solutions & Partners (SMS&P)
  - Microsoft LAR of the Year for Academic
  - Microsoft Account Manager of the Year for ACAD
  - Microsoft Infrastructure Optimization (IO) Partner of the Year
  - Microsoft GOLD CERTIFIED partner achiever award
  - Microsoft Partner Club Excellence
- 2006
- Microsoft GOLD CERTIFIED Partner for Infrastructure
  - Microsoft Large Account Reseller of the Year (EPG)
  - Microsoft GOLD CERTIFIED partner achiever award.
  - EMC Competitive Win for the Year 2006
  - IBM Gold Value Partner of the Year 2006
- 2005
- Microsoft Partner Club Excellence
  - Microsoft Large Account Reseller of the year
  - Various customer citations and awards from Globe, Innove, Philippine Seven, E-Telecare, among others
- 2004
- Mid Market Microsoft Large Account Reseller of the Year
  - Veritas/Lattice Top Business Partner

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Republic of the Philippines  
**PHILIPPINE HEALTH INSURANCE CORPORATION**

Citystate Centre Building, 709 Shaw Boulevard, Pasig City  
Healthline 441-7444 [www.philhealth.gov.ph](http://www.philhealth.gov.ph)



**NOTICE OF AWARD**

**08 MAY 2013**

Date Issued: \_\_\_\_\_

**Ms. MAY ANDELLE R. GARCIA**  
Account Manager  
**FIRST DATA CORP.**  
3/Flr. Citibank Center 8741 Paseo De Roxas, Makati City  
Telephone: (02) 893-6657  
Telefax: (02) 815-8650

Dear Ms. Garcia:

We are pleased to notify you that your bid proposal for the procurement of **One (1) Lot Licensing for Messaging and Collaboration** for the execution of *First Data Corp.* at the Contract Price equivalent to **Three Million Two Hundred Twenty Eight Thousand Four Hundred Forty Eight Pesos and One Centavo (PhP3,228,448.01)** is hereby accepted.

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

Very truly yours,

**ENRIQUE T. ONA, M.D.**  
Secretary of Health/ Chairman of the Board and  
OIC- President and CEO

Conforme:

**MAY ANDELLE R. GARCIA**  
**Ms. MAY ANDELLE R. GARCIA**  
Account Manager

Date: 9 May 2013

[teamphilhealth](https://twitter.com/teamphilhealth)

[www.facebook.com/PhilHealth](https://www.facebook.com/PhilHealth)

[info@philhealth.gov.ph](mailto:info@philhealth.gov.ph)

OP-B-05-07-027

2013-05-09





Republic of the Philippines  
**PHILIPPINE HEALTH INSURANCE CORPORATION**  
Citystate Centre Building, 709 Shaw Boulevard, Pasig City  
Healthline 441-7444 [www.philhealth.gov.ph](http://www.philhealth.gov.ph)



**BIDS AND AWARDS COMMITTEE FOR INFORMATION TECHNOLOGY  
RESOURCES (BAC-ITR)  
RESOLUTION NO. 11, S. 2013**

**RESOLUTION RECOMMENDING THE DECLARATION OF FIRST DATA CORP. AS THE BIDDER  
WITH THE SINGLE CALCULATED AND RESPONSIVE BID (SCRB) AND THE AWARD THERETO  
OF THE CONTRACT FOR THE BIDDING ON THE PROCUREMENT OF ONE (1) LOT LICENSING  
FOR MESSAGING AND COLLABORATION**

**WHEREAS**, the Invitation to Bid (ITB) No. LMC 2012-014-IT on the Bidding for the Procurement of One (1) Lot Licensing for Messaging and Collaboration with an Approved Budget for the Contract (ABC) of Four Million pesos (PhP4,000,000.00) was published in Philippine Daily Inquirer (PDI) on December 27, 2012 and was posted at Phil-GEPS, PhilHealth Corporate website and at conspicuous places located at the PhilHealth Head Office on December 17, 2012 to January 9, 2013;

**WHEREAS**, in response to the said invitation, three (3) bidders secured the bidding documents, namely Phil. Data Business System, Inc, Nexus Technologies, Inc. and First Data Corp.;

**WHEREAS**, a Pre-bid Conference was held on February 6, 2013 in order for the BAC-ITR to accommodate clarifications and other queries of the proponents and thereafter a bid bulletin was issued on February 12, 2013 to proponents who obtained the bidding documents;

**WHEREAS**, the Opening of Bids was held on February 19, 2013, wherein First Data Corp. was adjudged as the proponent with the Single Calculated Bid amounting to Three Million Two Hundred Twenty Eight Thousand Four Hundred Forty Eight Pesos and One Centavo (PhP3,228,448.01). Consequently, 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 March 5, 2013 and presented its report in the BAC-ITR meeting held on March 20, 2013 and informed the committee that the bid proposal of First Data Corp. 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 First Data Corp. as the bidder with the Single Calculated and Responsive Bid;

**NOW, THEREFORE**, premises considered, the BAC-ITR resolves, as it is hereby resolved, to recommend to the Secretary of Health/ Chairman of the Board and OIC- President and CEO the award of the contract for the bidding on the procurement of **One (1) Lot Licensing for Messaging and Collaboration to FIRST DATA CORP.**

BAC-ITR Resolution- Award of Contract to First Data Corp.

[teamphilhealth](https://twitter.com/teamphilhealth)

[www.facebook.com/PhilHealth](https://www.facebook.com/PhilHealth)

[info@philhealth.gov.ph](mailto:info@philhealth.gov.ph)


*[Handwritten signature]*

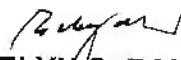
OP-13-04-01-006

2013-03-26-2009

IT IS SO RESOLVED.


Signed this 20<sup>th</sup> day of March 2013 at Pasig City

  
SVP EDGAR JULIO S. ASUNCION  
Chairperson


  
VP EVELYN C. BANGALAN  
Vice-Chairperson

  
SM EVANGELINE F. RACELIS  
Member

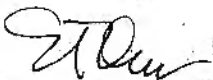
  
ATTY. JERRY F. IBAY  
Member

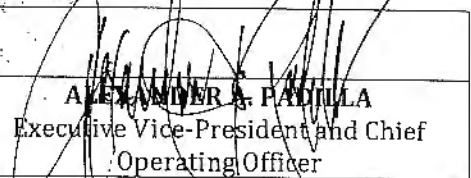
  
ATTY. ALFREDO B. PINEDA II  
Member

  
SM MA. SOPHIA B. VARLEZ  
Member

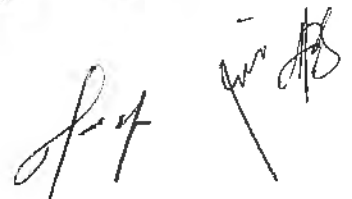
  
VP RUBEN JOHN A. BASA  
End-user/Member

- APPROVED  
 DISAPPROVED  
 Others \_\_\_\_\_

  
ENRIQUE T. ONA, M.D.  
Secretary of Health/ Chairman of the Board and  
OIC- President and CEO  
Date Signed: \_\_\_\_\_

  
ALEXANDER A. PADILLA  
Executive Vice-President and Chief  
Operating Officer

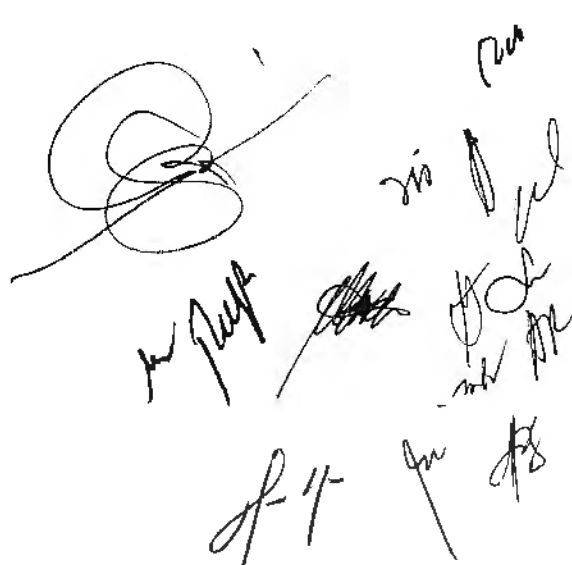
BAC-ITR Resolution- Award of Contract to First Data Corp.



## Section IV. General Conditions of Contract

### 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.

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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.

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- (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.

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

8. **Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. **Prices**

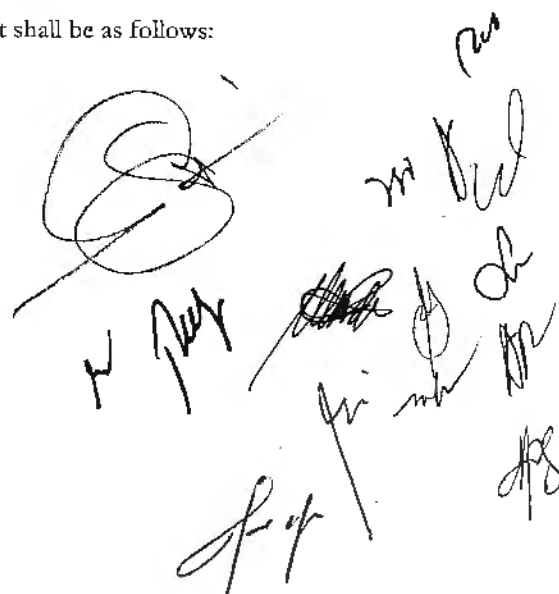
- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. **Payment**

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

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

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:

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

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

12. **Taxes and Duties**

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

13. **Performance Security**

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

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

14. **Use of Contract Documents and Information**

- 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.



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17. **Warranty**

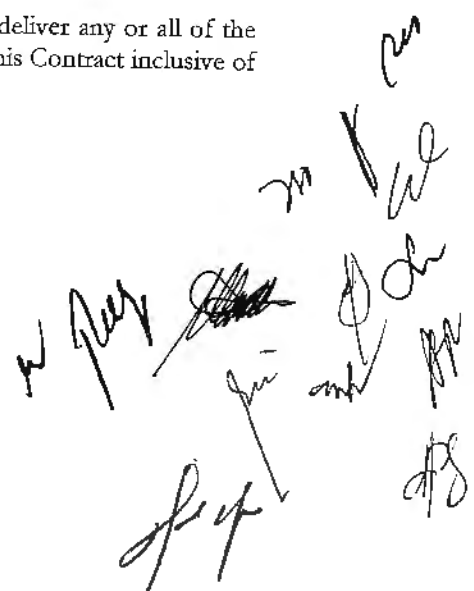
- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. **Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. **Liquidated Damages**

Subject to GCC 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**

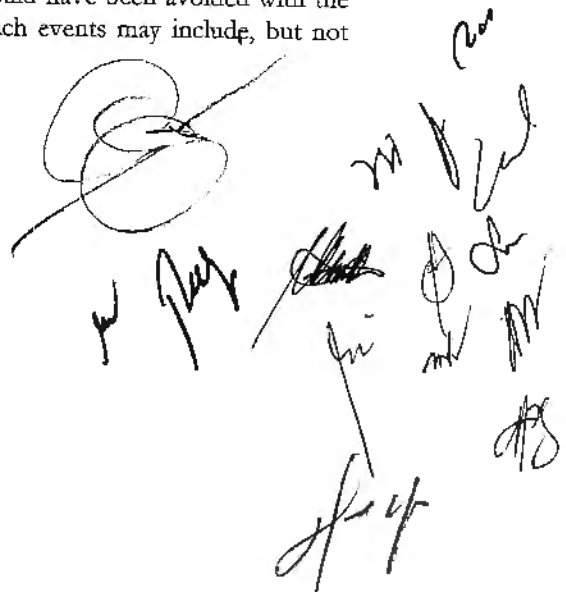
- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty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

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limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. **Termination for Default**

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

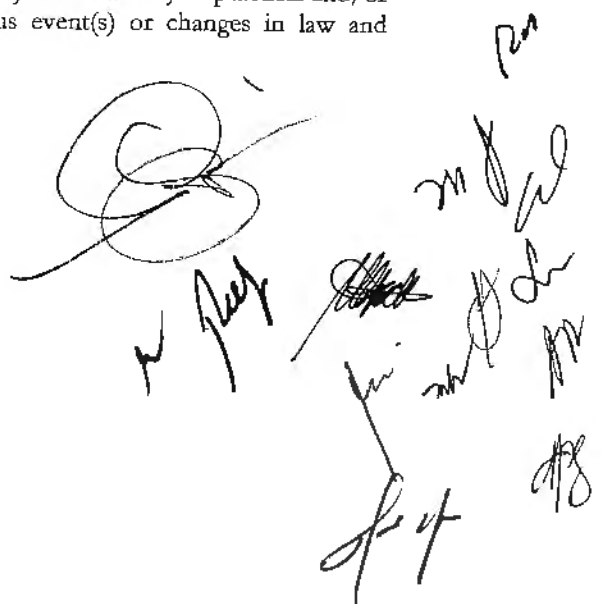
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. **Termination for Insolvency**

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. **Termination for Convenience**

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

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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 meriti* 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

The bottom right corner of the page contains several handwritten signatures and initials. A large, circular signature is prominent, with the name 'M. P. S.' written below it. To the right of this signature, there are several other initials and signatures, including 'M. J. P.', 'A. G.', 'S. P.', and 'H. S.'. The handwriting is in black ink and appears to be a mix of formal and informal signatures.

- (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.

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## Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <b>Philippine Health Insurance Corporation.</b>
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is: <b>Philippine Health Insurance Corporation Corporate Operating Budget for CY 2012 in the amount of Four Million Pesos (PhP4, 000,000.00)</b>
1.1(k)	The Project Site is <i>at PhilHealth Head Office</i>
5.1	The Procuring Entity's address for Notices is: <b>EDGAR JULIO S. ASUNCION, Senior Vice-President, Chief Legal Executive, and BAC-ITR Chairperson, Room 1002, 10<sup>th</sup> Floor CityState Centre, 709 Shaw Boulevard, Pasig City</b>
6.2	<p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI.</p> <p><b>Delivery and Documents –</b></p> <p>The Delivery terms of this Contract shall be as follows:</p> <p><b>One (1) Lot Licensing for Messaging and Collaboration</b> shall be delivered to Room 1503, 15<sup>th</sup> Floor Citystate Centre Bldg., 709 Shaw Blvd., Bgy. Oranbo, Pasig City. Risk and title will pass from the Supplier to PhilHealth upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods and Services to the Project Site, the Supplier shall notify PhilHealth and present the following documents to PhilHealth:</p> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;</li> <li>(iii) Original Supplier's factory inspection report;</li> <li>(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</li> <li>(v) Original and four copies of the certificate of origin (for imported Goods);</li> <li>(vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;</li> <li>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</li> <li>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</li> </ul> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>(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</li> </ul>

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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.

**Packaging -**

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

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

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

PHILIPPINE HEALTH INSURANCE CORPORATION

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

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

**Insurance -**

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

**Transportation -**

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

**Patent Rights -**

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

10.2	NO FURTHER INSTRUCTIONS
10.4	NO FURTHER INSTRUCTIONS
13.4(c)	NO FURTHER INSTRUCTIONS

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16.1	<p>The bidders should be able to comply with the following:</p> <ul style="list-style-type: none"> <li>• The winning bidder should work in parallel with PHILHEALTH Physical Resources and Infrastructure Department (PRID) during the installation, testing, and commissioning of the Project.</li> <li>• The bidders must ensure that the proposed <b>One (1) Lot Licensing for Messaging and Collaboration</b> is compatible with the existing equipment of PHILHEALTH.</li> <li>• Intensive testing should be done by the winning bidder to achieve the functionality and benefits of the <b>One (1) Lot Licensing for Messaging and Collaboration</b>.</li> </ul>
17.3	<ul style="list-style-type: none"> <li>• The maintenance period will be for a period of three (3) years.</li> <li>• All software/hardware should be covered by warranty on services, upgrades and updates on the <b>One (1) Lot Licensing for Messaging and Collaboration</b> within the maintenance period which shall commence upon acceptance of the delivered goods.</li> </ul>
17.4	<p>The period for correction of defects within the warranty period are:</p> <ul style="list-style-type: none"> <li>• The bidders should be able to provide expert personnel to service the <b>One (1) Lot Licensing for Messaging and Collaboration</b> whenever problems should occur.</li> <li>• The winning bidder should provide an 24x7 phone and technical support to PhilHealth within the three (3) years contract.</li> <li>• Expenses for the technical personnel who will provide the technical service on-site to PHILHEALTH shall be at the expense of the winning bidder.</li> </ul>
21.1	NO ADDITIONAL PROVISION.

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**BID BULLETIN NO. 1**

**BIDDING FOR THE PROCUREMENT OF ONE (1) LOT LICENSES FOR MESSAGING AND COLLABORATION**

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 Licenses for Messaging and Collaboration (ITB No.LMC 2012-014-IT)*, viz:

PROVISIONS/QUERIES	AMENDMENT / CLARIFICATION
<p>On page 9: PREPARATION OF BIDS</p> <p>12. Documents Comprising the Bid: Eligibility and Technical Components</p> <p>12.1 Unless otherwise indicated in the <u>BDS</u>, the first envelope shall contain the following eligibility and technical documents:</p> <p>(a.) Eligibility Documents –</p> <p>Class “A” Documents:</p> <p>(ii) Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located;</p>	<p>The BAC-ITR and the Secretariat for the Bids and Awards Committees would like to inform the bidders of the following:</p> <p><i>The prospective bidder MUST submit :</i></p> <ul style="list-style-type: none"> <li>• <u>CY 2013 Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located</u> <b>OR</b></li> <li>• <u>CY 2012 Mayor’s permit AND Official Receipt for Application of the CY 2013 Mayor’s Permit if not yet issued.</u></li> </ul>

**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. 1 (ITB NO. LMC 2012-014-IT) SHALL FORM PART OF THE ELIGIBILITY AND TECHNICAL BID PROPOSAL TO BE SUBMITTED ON FEBRUARY 19, 2013. THUS, THIS SHOULD BE SUBMITTED AS PART OF THE BID PROPOSAL ON THE SAID DATE.**

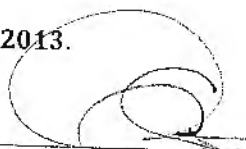
The deadline for submission of bid proposals will be on February 19, 2013 2:00 p.m. Likewise, **Opening of Bids** will commence on the said date and time.

Those bidders who obtained the bidding documents for this project and would not submit their respective bid proposals on February 19, 2013 **must submit a letter of non-participation** stating their reasons at the Office of the Secretariat for the Bids and Awards

*[Handwritten signatures and initials]*

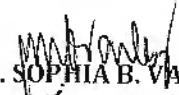
Committees. The letter of non-participation must be submitted to SBAC on or before 5:00 p.m. of February 19, 2013.

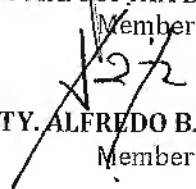
Issued this 12<sup>th</sup> day of February 2013.


  
SVP EDGAR JULIO S. ASUNCION  
Chairperson

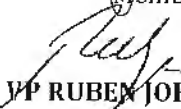
VP EVELYN C. BANGALAN  
Vice-Chairperson

SM EVANGELINE F. RACELIS  
Member

  
SM MA. SOPHIA B. VARLEZ  
Member

  
ATTY. ALFREDO B. PINEDA II  
Member

  
ATTY. JERRY F. IBAY  
Member

  
VP RUBEN JOHN A. BASA  
Member/End-User

