





# University of the Philippines Manila The Health Sciences Center

# **BIDS & AWARDS COMMITTEE 1**

BAC Office, PGH Compound Taft Avenue, Manila Tel. Nos.: 554-8400 loc. 3014/3015



## NOTICE OF AWARD

02 December 2022

NOA No.: 22-12-323

PHIL. GENERAL

AUTOMATION SPECIALIST AND POWER EXPONENTS, INC.

Aspex Bldg., #159 Boni Ave., Brgy. Plainview, Mandaluyong City

Attention:

Ms. CLARA VICRORIA R. CRUZ

Account Executive

Dear Ma'am,

We are happy to notify you that your bid dated 16 September 2022 but awarded on 11 November 2022 for the MANAGEMENT SERVICES INCLUDING REPAIR AND PREVENTIVE MAINTENANCE OF IT EQUIPMENT FOR UP-PHILIPPINE GENERAL HOSPITAL – SINGLE BID under Project Reference No.: BAC1-2022-09-0050 for the Contract Price of equivalent to ONE MILLION EIGHT HUNDRED SEVENTY THOUSAND PESOS & 00/100 (Php1,870,000.00) ONLY as corrected and modified in accordance with Instructions to Bidders is hereby accepted.

You are hereby to required provide within <u>TEN (10) DAYS</u> the performance security in the form of: (a) Cash, Certified Check, Cashier's Check, Manager's Check, Bank Draft or Irrevocable Letter of Credit confirmed by a reputable local bank at 5% of the total amount of award which amounts to <u>NINETY THREE THOUSAND FIVE HUNDRED PESOS & 00/100 (PHP93.500.00) ONLY</u>; or (b) 30% of the total amount of award in the form of Security Bond callable upon demand issued by any reputable surety or insurance company in the amount of <u>FIVE HUNDRED SIXTY ONE THOUSAND PESOS & 70/100 (PHP561.000.00) ONLY</u> to be submitted to the BAC Office, UPM-PGH. Failure to provide the performance security shall constitute sufficient ground for the cancellation of the award and forfeiture of the bid security.

## INFORMATION TECHNOLOGY OFFICE -PGH

Item No.	Qty.	UOM	General Description	Unit Cost (PHP)	Total Cost (PHP)
1	1	Lot	MANAGEMENT SERVICES INCLUDING REPAIR AND PREVENTIVE MAINTENANCE OF IT EQUIPMENT FOR UP-PHILIPPINE GENERAL HOSPITAL Country of Origin: Philippines	1,870,000.00	1,870,000.00

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Automation Specialists and Power Exponents., Inc. MS-PM IT EQUIPMENT FOR UP-PGH Kall

ltem No.	Qty.	UOM	General Description	Unit Cost (PHP)	Total Cost (PHP)
			I. Description:		
	12		PGH is in need of a Third-Party Service		
			Provider (TPSP) who shall cover the		
			management service, repair and maintenance		
			of all IT equipment.		
			II. Contract Duration:		
			Twelve (12) months, renewable annually		
			(based on service performance).		
			III. Scope of Work:  1. The TPSP will provide service, including		
			preventive maintenance with provision		
			of cleaning materials and vacuum		
			cleaner with utility tools and diagnostic		
			software, disk utilities, etc.		
			2. Repair of IT equipment (desktop, laptop		
			and printers) under PGH property. IT		
			equipment which is still under warranty		
			on the supplier is not yet covered. TPSP		
			shall provide necessary tools needed for		
			the repair and maintenance.		
			3. Four (4) IT Technical Support shall be		
			on-site duty (with IT Office coordination), from 8:00 AM to 5:00 PM		
			with lunch break of One (1) hour.		
			Holidays are not included. The assigned		
			computer technicians must have the		
			following minimum qualifications:		
			a. Graduate of any two (2) years		
	9		Computer System/ Technology -		
	9		related course;		
	1		b. Have at least two (2) years actual		
			experience in conducting computer		
	-		preventive maintenance,		
			troubleshooting and repair;		
			c. Well-versed with different operating		
			systems (particularly Windows 10, Office automation tools, MS Office		
			and other system utilities) and has		
			advance knowledge in installing and		
			configuring computer hardware and		
			software with advance		
	= -		troubleshooting. Must have basic		
	7		knowledge on computer networking.		
	3		4. In the absence of either one of the in-		
	- 1		house service technicians, the contractor		
			shall assign/ provide a reliever with the		=
	4		same skills and expertise.		
	4		Assign/ provide a reliever with the same		
			skills and expertise.		
			5. Remote support from 8:00 AM – 5:00		
			PM excluding holidays.		
	Ē.		6. Repairs and part replacement.		
	1		Contractor shall provide quotation for		
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Item No.	Qty.	UOM	General Description	Unit Cost (PHP)	Total Cost (PHP)
	-		7. Provision of service units which shall have the same specifications or better, at no additional cost		
	10 mm		<ul> <li>Reports submission</li> <li>a. Monthly end-user countersigned preventive maintenance and IT Service Request (ITSR) report</li> <li>b. Other reports that may be required by PGH – IT Office.</li> </ul>		

## I. TERMS AND CONDITIONS:

- 1. Delivery Period: Within Thirty (30) Calendar days commencing on the 3rd day of notification through confirmed fax/ email that the approved Purchase Order (P.O.)/ Notice to Proceed (NTP) is already available for pick-up.
- 2. **Number of Units** there are 996 total Desktop, 237 Laptop and 947 Printers.
- 3. **Billing** Twelve (12) monthly payments commencing on the date of Service Activation and Acceptance by PGH. Vendor must provide the PGH with billing statement together with a monthly report for payment processing.

## II. General Contract Conditions

In addition to relevant provision of R.A 9184, the following shall be considered additional contract conditions:

# 1. Contract Documents.

The complete contract between the contractor and the PGH includes the following documents as applicable: the advertisement for bids, the complete request for proposal (or this Terms of Reference), the bid of the Contractor and its acceptance by the PGH, the Contractor's Bid Bond, the contract and all amendments thereto. Any of these documents shall be interpreted to include all provisions of other documents as though fully set forth therein.

# 2. Liquidated Damages

Time is of the essence for completion of this project. It would be difficult or impractical to determine actual damages arising from the contractor's failure to complete the service within the specified installation time. Therefore, if through no fault of the PGH, the Contractor fails to complete the installation within the period specified in the contract then the Contractor shall pay the PGH liquidated damages computed in accordance with the provisions of R.A 9184. Liquidated damages may be deducted by the PGH from monies due the contractor under the contract.

## 3. Contract Period

This agreement shall remain in effect for a period of twelve (12) months from the effectivity date unless otherwise pre-terminated by either party in writing thirty (30) days prior to expiry of this agreement. This agreement may be extended at the option of the client, or renewed for an additional period subject to terms mutually agreeable to both parties.

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Automation Specialists and Power Exponents., Inc. MS-PM I'T EQUIPMENT FOR UP-PGH

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## 4. Termination for Cause

Either party may terminate this Agreement for cause as follows:

Upon providing written notice to the other party if the other party breaches any material term or condition of this Agreement and such breach remains uncorrected for thirty (30) days following the written notice to the other party at any time if the other party (a) terminates or suspends its business; (b) becomes subject to any bankruptcy or insolvency; (c) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (d) has wound up or liquidated, voluntarily or otherwise.

## 5. Effect of Termination

In the event of termination of this Agreement for any reason:

The Client shall remain liable to Provider for all services fees accrued prior to such termination. The provisions of Data Privacy and Confidentiality shall survive the termination of this Agreement.

## 6. Basis of Award

The evaluation of the bids and proposals and ultimately the vendor award is based on several criteria. These include product quality, total, cost, delivery requirements vendor service capabilities, warranties, the vendor's financial stability, the vendor's acceptance of the PGH terms and conditions, the qualifications and experience of the bidder and its employees, and any other relevant factors that should be considered.

# 7. Confidentiality

Provider agrees that it is absolutely prohibited to disclose, release, sell information, or allow other parties to obtain a copy of any data from the system for any purpose other than that permitted or as required by law.

## 8. Data Ownership

Provider agrees that all the Client's Data that are in provider's care or custody are rightfully owned by the client even after the termination of this agreement. Upon termination or expiration of the agreement, provider shall turn over all data to the client and destroy and not retain any copy thereof.

GERARDOD. LEGASPI, M.D., FAFN

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Director, UPM-PGH | | |

CLARA VICTORYA TORUZ

(Signature over Printed Name)

ACCOUNT EXECUTIVE

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Very truly yours,

(Date)