



NOTICE TO PROCEED

20 May 2019

INFOBAHN COMMUNICATIONS, INC.
923 Aurora Blvd., La Salle,
Silangan, Cubao, Quezon City
Tel. No. : 913-8888 loc.106
Fax No. 325-8890

Dear Sir/Madame:

The attached Contract Agreement having been approved, notice is hereby given to **INFOBAHN COMMUNICATIONS, INC.** that the delivery of **FIREWALL** is in the total amount of **ONE MILLION NINE HUNDRED TWENTY EIGHT THOUSAND PESOS (P1,928,000.00) only.** You may deliver the following items within fifteen (15) days:

| Item No. | Description | QTY | Unit | Bid Price (As Calculated) | Total Amount (PhP) |
|--------------------|---------------------------------------|-----|------|---------------------------|---------------------|
| 1 | FIREWALL (Fortinet FG301E/ US) | 1 | Unit | 1,928,000.00 | 1,928,000.00 |
| GRAND TOTAL | | | | | 1,928,000.00 |

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.


Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the JOSE R. REYES MEMORIAL MEDICAL CENTER.

Very truly yours,


EMMANUEL F. MONTANA, JR. MD. FPCS, MHA
Medical Center Chief II

I acknowledge receipt of this Notice on 5/21/19

Name of the Representative of the Bidder: DEXTER DANTES

Authorized Signature 

CONTRACT for the Procurement of FIREWALL

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT ENTERED INTO THIS 2nd day of May 2019, BY AND BETWEEN:

The **Jose R. Reyes Memorial Medical Center**, a government hospital under the Department of Health of the Republic of the Philippines, with address at San Lazaro Compound, Rizal Avenue, Sta. Cruz, Manila, represented by its Medical Center Chief II, **EMMANUEL F. MONTAÑA, Jr., MD, FPCS, FACS, MHA** and hereinafter referred to as the "ENTITY"

- and -

INFOBAHN COMMUNICATIONS, INC. a corporation created under Philippine Law with office address at 923 Aurora Blvd., La Salle, Silangan, Cubao, Quezon City herein represented by its President / CEO, **JOEL JOHN I. BAUTISTA**, and hereinafter referred to as the "SUPPLIER".

WITNESSETH:

WHEREAS, a competitive bidding was conducted on 20 March 2019 by the Entity through the Hospital Bids and Awards Committee for the procurement of **FIREWALL** herein after called the "ITEM." The SUPPLIER was awarded the project in the sum of **ONE MILLION NINE HUNDRED TWENTY EIGHT THOUSAND PESOS (P1,928,000.00)** only, inclusive of local taxes and the ENTITY has accepted the bid for the following particular/s:

| Item No. | Description | QTY | Unit | Bid Price (As Calculated) | Total Amount (PhP) |
|--------------------|---------------------------------------|-----|------|---------------------------|----------------------|
| 1. | FIREWALL (Fortinet FG301E/ US) | 1 | Unit | 1,928,000.00 | 1,928,000.00 |
| GRAND TOTAL | | | | | P1,928,000.00 |

The Supplier, having the necessary resources and expertise, is willing and competent to provide the required items.

NOW THEREFORE, in consideration of the premises and of terms and conditions hereinafter set forth, the parties hereby agree as follows:

Article I- SCOPE OF CONTRACT

1. In this Agreement words and expressions shall have the same meaning 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. Hospital Bids and Awards Committee Resolution to Award no. 674 s. 2019 (Annex 1);
- b. Notice of Award (Annex 2);
- c. Purchase Request No. 2018-11-7432 (Annex 3);
- d. Certificate of Availability of Fund No. 2019-01-062 (Annex 4);
- e. Bid Bulletin (Annex 5);
- f. The Bid Form and the Price Schedule submitted by the Bidder (Annex 6);
- g. The Schedule of Requirements (Annex 7);
- h. The Technical Specifications (Annex 8);
- i. The General Conditions of Contract (Annex 9);
- j. The Special Conditions of Contract (Annex 10);
- k. The Abstract of Bids (Annex 11);
- l. The Warranty (Annex 12); and
- m. The Performance Security (Annex 13);
- n. Project Procurement Management Plan (Annex 14);
- o. Brochure (Annex 15).

ARTICLE II - EFFECTIVITY OF THE CONTRACT

The effectivity date of this contract is the date of the SUPPLIER's receipt of the Notice to Proceed (NTP) unless a different date is stated in the NTP.

The SUPPLIER shall deliver the ITEM within the period specified in the Notice To Proceed (NTP).

ARTICLE III- DURATION OF ENGAGEMENT

Unless sooner terminated, this Contract shall be valid for Fifteen (15) days reckoned from the receipt of Notice to Proceed (NTP).

ARTICLE IV- TERMS OF PAYMENT

- a) In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- b) The Entity hereby covenants to pay the Supplier 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.

ARTICLE V- SETTLEMENT OF DISPUTES

Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act (R.A) 876, otherwise known as the "Arbitration Law" and RA 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. Provided further, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of disputes resolution.

ARTICLE VI- LIQUIDATED DAMAGES

When SUPPLIER fails to perform its obligation within the period as set in the Contract, SUPPLIER shall be liable for damages for the delay and shall indemnify the ENTITY liquidated damages in an amount of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for everyday of delay. Provided, that such delay is not attributed to ENTITY'S failure to meet its obligation to SUPPLIER, or due to force majeure. Provided further that, in the event the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, ENTITY may rescind or terminate the Contract, without prejudice to other courses of action and remedies available with the circumstances.

ARTICLE VII- ADDITIONAL PROVISIONS

- a) It is understood that no employer-employee relationship exists between the ENTITY and SUPPLIER and/or the latter's staff or employees by reason of this Contract;
- b) Should the ENTITY be constrained to resort to court action to protect its right and interests hereunder, the SUPPLIER shall pay the ENTITY an amount equivalent to 20% of the total sum claimed in the complaint as and by way of attorney's fees plus expenses of litigation recoverable under pertinent laws provided, that the attorney's fees shall in no case be less than Twenty Thousand Pesos (Php20,000.00). Venue of such court action shall be laid exclusively in the proper court of Manila Philippines.

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


Signed:

**JOSE R. REYES MEMORIAL
MEDICAL CENTER**


INFOBAHN COMMUNICATIONS, INC.

By:

By:




EMMANUEL F. MONTANA, JR., M.D., FPCS, FACS, MHA
Medical Center Chief II



JOEL JOHN I. BAUTISTA
President / CEO

Signed in the presence of:



JAYSON DELA CRUZ, CPA, MPA
Financial & Management Officer II



DEXTER D. DANTES
Account Manager

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NOTICE OF AWARD

16 April 2019

INFOBAHN COMMUNICATIONS INC.
923 Aurora Blvd., La Salle,
Silangon, Cubao, Quezon City
Tel. No. : 913-8888 loc.106
Fax No. 325-8890

Dear Sir/Madame:


We are happy to notify you that your Bid for the FIREWALL in the amount of **ONE MILLION NINE HUNDRED TWENTY EIGHT THOUSAND PESOS (P1,928,000.00)** only, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted:

| Item No. | Item Description | QTY. | UNIT | UNIT PRICE (PHP) | TOTAL PRICE (PHP) |
|-------------|-------------------------------|------|------|------------------|-------------------|
| 1 | FIREWALL (Fortinet FG301E/US) | 1 | Unit | 1,928,000.00 | 1,928,000.00 |
| GRAND TOTAL | | | | | 1,928,000.00 |

You are hereby required to provide within **five (5) calendar days** the performance security in the form of cash or cashier's/manager's check or bank draft/guarantee or irrevocable letter of credit. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award.

Very truly yours,


EMMANUEL F. MONTANA, JR., M.D.
Medical Center Chief

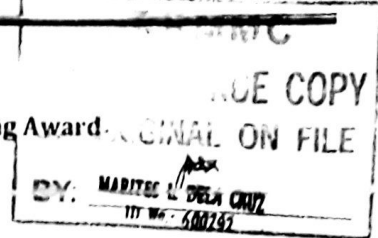
Conforme:

PABLO CALACAY
Date: 4-25-19





HBAC-B RESOLUTION NO. 674 s. 2019

BAC Resolution Declaring SCRB and Recommending Award
To INFOBAHN COMMUNICATIONS INC.



WHEREAS, the JOSE R. REYES MEMORIAL MEDICAL CENTER posted the Invitation to Bid for the procurement of FIREWALL at the G-EPS and a conspicuous place at the premises of the JOSE R. REYES MEMORIAL MEDICAL CENTER continuously for 14 days;

WHEREAS, a public bidding for the following items was held last **20 March 2019**;

| Item No. | Description | Quantity | Unit | Unit Price | Total ABC |
|----------|-------------|----------|------|--------------|--------------|
| 1 | FIREWALL | 1 | Unit | 2,000,000.00 | 2,000,000.00 |

WHEREAS, in response to the said advertisements, one (1) bidder purchased bidding documents, submitted the specified requirements on the above mentioned item and were found eligible during the preliminary examination of bids last **20 March 2019**;

WHEREAS, the detailed evaluation of bids was completed and received by BAC Secretariat on **02 April 2019** resulted in the following:

| Item No. | Description | Qty. | Unit | Name of Bidder | Bid Price (As Calculated) | % Variance from ABC |
|----------|-------------|------|------|------------------------------|---------------------------|---------------------|
| 1 | FIREWALL | 1 | Unit | INFOBAHN COMMUNICATIONS INC. | 1,928,000.00 | 3.60% |

WHEREAS, the bid proposal of **INFOBAHN COMMUNICATIONS INC.** was found to be substantially complying;

WHEREAS, upon careful examination, validation and verification of all the eligibility, technical and financial requirements submitted by the **INFOBAHN COMMUNICATIONS INC.** have been found to be **responsive**;

NOW, THEREFORE, We, the Members of the Hospital Bids and Awards Committee, hereby **RESOLVE** as it is hereby **RESOLVED**:

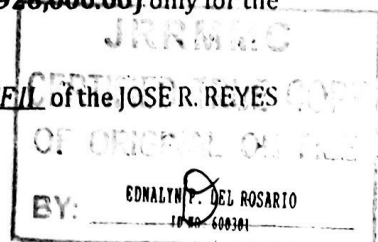
- a) To declare **INFOBAHN COMMUNICATIONS INC.** as the Bidder with Single Calculated and Responsive Bid for the procurement of the following:

| Item No. | Description | Qty. | Unit | ABC/Unit (Php) | Total ABC | Bid Price (As Calculated) | % Variance from ABC | Total Amount (Php) |
|----------|---|------|------|----------------|--------------|---------------------------|---------------------|--------------------|
| 1 | <u>FIREWALL</u> (Fortinet FG301E/US) | 1 | Unit | 2,000,000.00 | 2,000,000.00 | 1,928,000.00 | 3.60% | 1,928,000.00 |

- b) To award to **INFOBAHN COMMUNICATIONS INC.** the contract price of **ONE MILLION NINE HUNDRED TWENTY EIGHT THOUSAND PESOS (P1,928,000.00)** only for the procurement of the above mentioned item;

- c) To recommend for approval by the MEDICAL CENTER CHIEF of the JOSE R. REYES MEMORIAL MEDICAL CENTER the foregoing findings.

rich/edna041519pm





RESOLVED, this **16th** day of **April 2019**, at **JOSE R. REYES MEMORIAL MEDICAL CENTER, Santa Cruz, Manila.**

Recommending Approval:


JOSELITO C. RODRIGUEZ, DMD
Chairperson

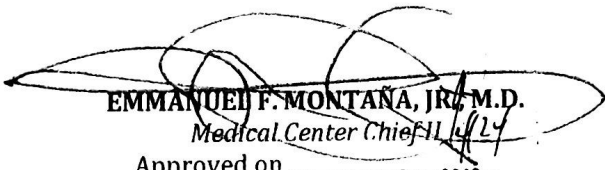

LIRIO CABANG - PALOMAR
Vice-Chairman


BEATRIZ DOLOIRAS - SAWAL, RN, MAN
Member


AUREA GEMMA MOLINA ALVAREZ
Member


MARIA ESPERANZA PERALTA - LUGTU, DMD
Member

Approved by:


EMMANUEL F. MONTAÑA, JR. M.D.
Medical Center Chief II
Approved on APR 24 2019

