

**CONTRACT FOR THE BIDDING OF TWO (2) LOTS HIGH AVAILABILITY SOFTWARE LICENSES AND SUPPORT**

THIS AGREEMENT made and entered into this MAY 12 2016 day of \_\_\_\_\_ 2016, in the City of \_\_\_\_\_, Metro Manila, by and between:

**PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation duly created by virtue of R.A. 7875, as amended by R.A 9241 and R.A. No. 10606 or the "National Health Insurance Act of 2013", with principal office address at 17th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **President and Chief Executive Officer, ALEXANDER A. PADILLA** (hereinafter called "**PHILHEALTH**").

-and-

**WIZARDSGROUP, INC.**, a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. A199904216, issued on October 3, 2013 and existing under the laws of the Republic of the Philippines, with business address at 28F 88 Corporate Center Building, Sedenor cor. Valero Street, Salcedo Village, Makati City represented herein by its **President and Managing Director, POCHOLO S. REYES**, (hereinafter called "**WIZARDSGROUP**").

WHEREAS, **PHILHEALTH** invited Bids on the *Bidding for the Procurement of Two (2) Lots High Availability Software Licenses and Support* and has accepted a Bid by **WIZARDSGROUP, INC.** for the supply of those goods in the sum of, **THIRTY NINE MILLION SIX HUNDRED EIGHTY THOUSAND PESOS (PhP39,680,000.00)** (hereinafter called "**the Contract Price**").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) Wizardsgroup's Schedule of Requirements (**Annex "A"**);
  - (b) Wizardsgroup's Bid Form (**Annex "B"**);
  - (c) Wizardsgroup's Technical Proposal and its Appendices (**Annex "C"**);
  - (d) Notice of Award (**Annex "D"**);
  - (e) BAC-ITR Resolution No. 23, s. 2016 (**Annex "E"**);
  - (f) General Conditions of the Contract (GCC) (**Annex "F"**);
  - (g) Special Conditions of the Contract (SCC) (**Annex "G"**);
  - (h) Bid Bulletin (**Annex "H"**); and
  - (i) Performance Security (**Annex "I"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **WIZARDSGROUP** as hereinafter mentioned, **WIZARDSGROUP** 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 **WIZARDSGROUP** 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;

ALEXANDER A. PADILLA  
President and CEO  
PhilHealth

POCHOLO S. REYES  
President and Managing Director  
Wizardsgroup, Inc.

HAMON F. ARISTOZA, JR.  
VP and Chief Operating Officer

EDGAR JUMBO S. ASUNCION  
Chief Legal Executive

JOVITA V. ARAGONA  
SVP-Chief Information Officer  
Information Management Sector

J. BALOLOMG  
on Chief IV, AICD  
Controlling Department

Witness signature for Wizardsgroup

Witness signature for Wizardsgroup

WITNESS for Wizardsgroup

WITNESS for Wizardsgroup



5. The contract price covers the costs of all Deliverable Items and Services and includes all applicable taxes, including the 12% Value Added Tax (VAT), customs duties, license fees, freight, insurance, cost of importation and delivery at the time and locations specified and other charges which may be imposed on the Product by foreign and local authorities;
6. **WIZARDSGROUP** hereby covenants to deliver in favor of **PHILHEALTH** the **Two (2) Lots High Availability Software Licenses and Support** and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract;
7. **Within Sixty (60) Calendar Days** after complete delivery to and acceptance by **PHILHEALTH**, **WIZARDSGROUP** shall submit the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements as may be required by the former as condition for payment. **PHILHEALTH** shall thereafter pay the sum of **Thirty Five Million Seven Hundred Twelve Thousand Pesos (PhP35,712,000.00) only**, which is ninety percent (90%) of the total contract price;

As obligation for the warranty, **PHILHEALTH** shall withhold **ten percent (10%) of the total contract price** as **retention money** or as obligation for **"Warranty"** in an amount equivalent to **Three Million Nine Hundred Sixty Eight Thousand Pesos (PhP3,968,000.00) only**. Said amount shall only be released after the lapse of the **two (2) years warranty period** for non-expendable supplies as required under Section 62 (Warranty) of the Revised IRR of R.A. 9184 . Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under this Contract have been fully met. Provided further, that **WIZARDSGROUP** may opt to post a **special bank guarantee** equivalent to at least ten percent (10%) of the total contract price. The said special bank guarantee must have a **validity period of two (2) years** covering the whole duration of the warranty period;

8. The contracting parties undertake to comply with **Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy Revision (1)"** which is deemed incorporated into this contract. No PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the public or private sector, at anytime, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest;
9. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. 9184, shall form an integral part of the contract between the PARTIES hereto;

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

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

**PHILIPPINE HEALTH INSURANCE CORPORATION**

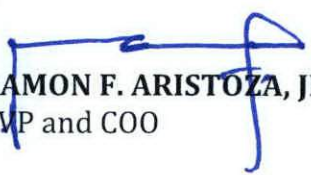
**ALEXANDER A. PADILLA**  
President and CEO

**WIZARDSGROUP, INC.**

**POCHOLO S. REYES**  
President and Managing Director



Signed in the presence of:

  
RAMON F. ARISTOZA, JR.  
EVP and COO

  
SVP EDGAR JULIO S. ASUNCION  
Chief Legal Executive

  
JOVITA V. ARAGONA  
SVP-Chief Information Officer  
Information Management Sector

  
JUVY D. BALOLONG  
Division Chief IV  
AIC Division, Comptrollership Dept.

  
Witness for WIZARDSGROUP

  
Witness for WIZARDSGROUP

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF QUEZON CITY ) S.S.

**MAY 12 2016**

BEFORE ME, this \_\_\_ day of \_\_\_\_\_ 2016, 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. # 10307110

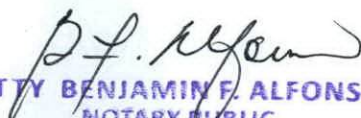
POCHOLO S. REYES  
Wizardsgroup, Inc.

PASSPORT NO. EB8892025<sub>ju</sub>

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of **Ninety Five (95) 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. 222  
Page No. 46  
Book No. 48A  
Series of 2016

  
ATTY BENJAMINE ALFONSO  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2016  
PTR NO. 2147797 1/4/2016 - QUEZON CITY  
IBP NO. 1015954 1/4/2016 - QUEZON CITY  
ROLL NO. 13296  
COMMISSION NO. NP-144 (2015-2016) QUEZON CITY  
TIN NO. 177-467-619  
TAX EXEMPTED