

**CONTRACT FOR THE PROCUREMENT OF
VARIOUS IT EQUIPMENT**

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is entered into by and 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 Insurance Act of 1995", with office address at EMDC Building, Francisco Q. Duque Jr. Road, Tapuac District, Dagupan City, represented herein by its OIC, Regional Vice President, **RODOLFO B. DEL ROSARIO, JR.**, (hereinafter called "**PHILHEALTH**").

-and-

UNISON COMPUTER SYSTEMS, INC., a corporation, organized and existing under the laws of the Republic of the Philippines, with business address at #120 E. Rodriguez Jr. Avenue, Ugong, Pasig City represented herein by its Authorized Representative, **WILLY O. SY**, (hereinafter called "**UNISON**").

WHEREAS, **PHILHEALTH** invited Bids for the **PROCUREMENT OF VARIOUS IT EQUIPMENT UNDER ITB No. 2015-011 (LOT 1)** and has accepted a Bid by **UNISON** for the supply of those goods and services in the sum of **SIX MILLION EIGHTY THOUSAND ONE HUNDRED FORTY THREE AND 59/100 PESOs (P6,080,143.59)**, (hereinafter called "the Contract Price").

WITNESSETH:

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) the Performance Security (Annex "A");
 - (b) the Notice of Award (Annex "B");
 - (c) the BAC Resolution No. 4 s. 2015 (Annex "C");
 - (d) the Financial Bid Form and Bill of Quantities (Annex "D");
 - (e) the Schedule of Requirements (Annex "E");
 - (f) the Technical Specifications (Annex "F");
 - (g) the General Conditions of Contract (Annex "G");
 - (h) the Special Conditions of Contract (Annex "H") and
 - (i) the Supplemental Bid Bulletin (Annex "I")
3. In consideration of the payments to be made by **PHILHEALTH** to **UNISON** as hereinafter mentioned, **UNISON** 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;

Name and Signature
Witness for Unison

WILLY O. SY
President

EDWARD Q. ESPIRITU
OIC, Fund Management Section

MARICAR M. ARZABON, M.D.
Chief, Management Services Division

RODOLFO B. DEL ROSARIO, JR.
OIC, Regional Vice President

SHIRLEY B. DOMINGO, M.D.
Area Vice President, Area 1

RAMON F. ARISTOZA, JR.
Executive Vice President and
Chief Operating Officer

ALEXANDER W. PADILLA
President and CEO

~~W. A.~~
ALEXANDER A. PADILLA
President and CEO

7. **PHILHEALTH** reserves its right to refuse acceptance of delivered items for failure to observe specifications agreed upon by the parties. Failure on the part of **UNISON** to replace all the delivered items which were not accepted by **PHILHEALTH** within 10 days from notice thereof, shall be tantamount to breach of contract and will give rise to application of Section 68 (Liquidated Damages) of the Revised Implementing Rules and Regulations of R.A. 9184 or otherwise known as the Government Procurement Reform Act;

8. 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.
9. No PhilHealth personnel shall solicit, demand or accept, directly or indirectly, any gift from any person, group, association or judicial entity, whether from 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 conflict of interest.
10. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act of this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation, otherwise the same shall be submitted to arbitration in the Philippines according to the provisions of the Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

IN WITNESS WHEREOF, the parties have hereunto set their hands this MAY 12 2016 day
_____ 2016 at Dagupan City, Pangasinan, Philippines.

UNISON COMPUTER SYSTEMS, INC.

By:

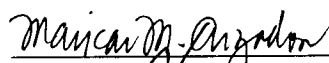


WILLY O. SY

President

PHILIPPINE HEALTH INSURANCE
CORPORATION

Recommending Approval:



MARICAR M. ARZADON, M.D.

Chief, Management Services Division



RODOLFO B. DEL ROSARIO, JR.

OIC, Regional Vice President



SHIRLEY B. DOMINGO, M.D.

Area Vice President, Area 1



RAMON F. ARISTOZA, JR.

Executive Vice President and COO

Approved by:



ALEXANDER A. PADILLA

President and CEO

Signed in the presence of:



EVELYN M. HERNANDEZ

Name and Signature

Witness for UNISON



EDWARD Q. ESPIRITU

OIC, Fund Management Section

[Signature]
Name and Signature
Witness for Unison

[Signature]
WILLY O. SY
President

[Signature]
EDWARD Q. ESPIRITU
OIC, Fund Management Section

[Signature]
MARICA M. ARZADON, M.D.
Chief, Management Services Division

[Signature]
RODOLFO B. DEL ROSARIO, JR.
OIC, Regional Vice President

[Signature]
SHIRLEY B. DOMINGO, M.D.
Area Vice-President, Area 1

[Signature]
RAMON F. ARISTOZA, JR.
Executive Vice President and
Chief Operating Officer

[Signature]
ALEXANDRA A. PADILLA
President and CFO

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Pangasinan)
City of Dagupan) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this MAY 12 2016 day of _____, 2016 personally appeared:

Name	ID No.	Competent Evidence of Identity
<u>WILLY O. SY</u>	<u>EB312 9276</u>	<u>PASSPORT I-D</u>
<u>RODOLFO B. DEL ROSARIO, JR.</u>	<u>10029999</u>	<u>PhilHealth Company ID</u>

Who are known to me and to me known to be the same parties who executed foregoing Contract for the Procurement of Various IT Equipment and acknowledged that the same is their free act and deed and that of the enterprise and corporation being represented. This instrument consisting of four (4) pages including this page on which this acknowledgement is written has been signed on the left margin of each and every page hereof by the parties and their instrumental witnesses and sealed with my notarial seal.

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

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Book No. VIII
Series of 2016

[Signature]
ATTY. MARIA LUISA G. SERAFIL
NOTARY PUBLIC
UNTIL DECEMBER 31, 2017 INC. NP- 06-2016 Dagupan
ROLL NO. 53984
PIN NO. 901-716-832
BP NO. 0994498 01-04-16
PTR NO. 0797149 01-04-16
MCLE NO. U-000485 04-14-19
NOTARY PUBLIC - DAGUPAN CITY