

CONTRACT FOR THE
SUPPLY AND DELIVERY OF VARIOUS IT EQUIPMENT

THIS CONTRACT made on the 18th day of November 2016 between PHILIPPINE HEALTH INSURANCE CORPORATION, a government-owned and controlled corporation created and existing by virtue of R.A. 7875, as amended, otherwise known as the National Health Insurance Act", with office address at Lucena Grand Central Terminal, Brgy. Ilayang Dupay, Lucena City, represented herein by its OFFICER-IN-CHARGE (OIC), EDWIN M. ORIÑA, M.D. (hereinafter called "PHILHEALTH")

-and-

UNISON COMPUTER SYSTEMS INC., a Corporation registered with the Securities and Exchange (SEC) under Certificate no. 134869 issued on September 4, 1986 and existing under the laws of the Republic of the Philippines with business address at 120 E. Rodriguez Jr. Avenue Cor. Ortigas Avenue, Brgy. Ugong District Pasig City, represented herein by its PRESIDENT, WILLY O. SY (hereinafter called "UNISON"):

WHEREAS, PHILHEALTH invited Bids for the Supply and Delivery of Various IT (ITB No. 17-PB16) for Lot 18 and has accepted the Bid by UNISON for the supply of said goods in the sum of THIRTY NINE THOUSAND EIGHT HUNDRED PESOS ONLY (P 39,800.00) (hereinafter called "Contract Price").

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as they hereby agree and bind themselves as follows:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereunder referred to.
2. The following documents shall form and be read and construed as part of this Agreement, viz.:
 - (a) the Financial Proposal submitted by UNISON (Annex "A");
 - (b) the General Conditions of Contract (Annex "B");
 - (c) the Special Conditions of Contract (Annex "C");
 - (d) the Schedule of Requirements (Annex "D");
 - (e) the Technical Specifications (Annex "E");
 - (f) the PRO-BAC Resolution No. 091 s.2016 (Annex "F");
 - (g) the PRO-BAC Resolution No. 101 s.2016 (Annex "G");
 - (h) the Notice of Award (Annex "H"); and,
 - (i) the Performance Security (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 this Contract.
4. PHILHEALTH hereby covenants to pay UNISON in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price at the time and in the manner prescribed by this contract.
5. The contract price covers the costs of all Deliverables Items and Services and includes all applicable taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance, cost of importation, transportation and delivery at the time and locations specified and other charges which may be imposed on the Product by foreign and local authorities.
6. UNISON hereby covenants to deliver in favor of PHILHEALTH the Various IT and the services related hereto, in accordance with the technical specifications as stated in the Annexes of this contract.

7. Within Forty (45) days after complete delivery to and acceptance by PHILHEALTH and upon submission of UNISON of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements as may be required by PHILHEALTH as condition for payment, the latter shall pay the sum of **THIRTY FIVE THOUSAND EIGHT HUNDRED TWENTY PESOS (₱ 35,820.00)** only, which is ninety percent (90%) of the total contract price.

As obligation for the Warranty, PHILHEALTH shall hold the **ten percent (10%) of the total contract price as retention money** in an amount equivalent to **Three Thousand Nine Hundred Eighty Pesos (₱ 3,980.00)** only. Said amount shall only be released after the lapse of the **One (1) year warranty period** for non-expendable supplies as required under **Section 62 (Warranty) of the Revised IRR of RA 9184**. Provided, however, that the goods supplied is free from patent and latent defects and all the conditions imposed under the contract have been fully met. Provided further, that UNISON 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 **one (1) year** covering the whole duration of the warranty period.

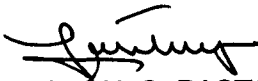
8. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. No. 9184, shall form as integral parts of this contract between the **PARTIES** hereto.

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

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 written above.

**PHILIPPINE HEALTH
INSURANCE CORPORATION**

Recommended by:


FELICIANA O. PASTORPIDE
OIC, MSD

UNISON COMPUTER SYSTEMS INC.


by: 


WILLY O. SY
President

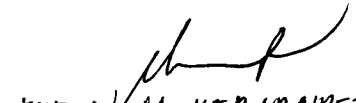
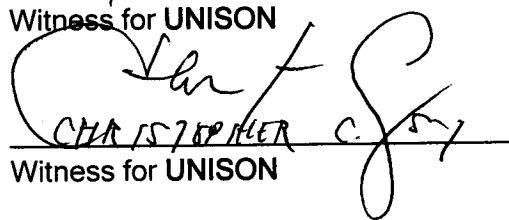
Approved by:


EDWIN M. ORIÑA, M.D.
OIC, PRO IYA

Signed in the presence of:


BENJIE A. CUVINAR
Witness for PhilHealth



ARON R. RIANO
Witness for PhilHealth


EVELYN M. HERNANDEZ
Witness for UNISON

CHRISTOPHER C. SY
Witness for UNISON

ACKNOWLEDGMENT

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

DEC 01 2016
BEFORE ME, this _____ day of _____ 2016, personally appeared
the following persons exhibiting to me their respective Government-issued IDs, to wit:


	Identification Card and No.	Date/Place of Issue
 EDWIN M. ORIÑA, M.D. Philippine Health Insurance Corporation	PASSPORT# <u>EB6362469</u>	<u>Effectivity Date Sept</u> <u>17, 2017/DFA Manila</u>

WILLY O. SY Unison Computer Systems Inc.	<u>PASSPORT# 68973089</u>	<u>EFFECTIVE DATE MARCH 3, 2016 /</u> <u>DFA MANILA</u>
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Known to me to be the same persons who executed the foregoing Agreement consisting of _____
(_____) pages, including the annexes and this page on which the acknowledgment 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 NOTARIAL SEAL on the date and place first above written.

30/
Doc No. _____;
Page No. 62;
Book No. XLII;
Series of 2016.


ATTY. MA. VICTORIA T. FLORES
Notary Public
Until Dec. 31, 2016
PTR No. 10083844, Pasig City, 4.1.14
Roll No. 35054/IBP No. 976642, 11.3.14
MCLE No. IV-0022438

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