

CONTRACT FOR THE BIDDING OF ONE (1) LOT STORAGE CAPACITY ENHANCEMENT FOR PASIG DATA CENTER

THIS AGREEMENT made and entered into this JUN 09 2017 day of 2017, 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 **Secretary of Health and Chairperson of the Board, PAULYN JEAN ROSELL-UBIAL, M.D. MPH. CESO II** (hereinafter called "**PHILHEALTH**").

-and-

QUESTECH CO. INC., a stock corporation, organized and registered with the Securities and Exchange Commission under Company Reg. No. CS200506515, issued on August 27, 2009 and existing under the laws of the Republic of the Philippines, with business address at GF Port Royal Place 118 Rada St. Legaspi Village, Makati City, represented herein by its **Senior Business Consultant-Public Sector, DENNIS M. VILA**, (hereinafter called "**QUESTECH**").

WHEREAS, PHILHEALTH invited Bids for the *Bidding on the Procurement of One (1) Lot Storage Capacity Enhancement for Pasig Data Center* and has accepted a Bid by **QUESTECH CO. INC.** for the supply of those goods in the sum of, **THIRTY ONE MILLION SIX HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED TWENTY PESOS (Php31,627,120.00)** (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) Questech's Schedule of Requirements (**Annex "A"**);
 - (b) Questechs' Bid Form (**Annex "B"**);
 - (c) Questech's Technical Proposal and its Appendices (**Annex "C"**);
 - (d) Notice of Award (**Annex "D"**);
 - (e) BAC-ITR Resolution No. 08, s. 2017 (**Annex "E"**);
 - (f) General Conditions of the Contract (GCC) (**Annex "F"**);
 - (g) Special Conditions of the Contract (SCC) (**Annex "G"**); .
 - (h) Bid Bulletins (**Annex "H"**); and
 - (i) Performance Security (**Annex "I"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **QUESTECH** as hereinafter mentioned, **QUESTECH** 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 **QUESTECH** 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;
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

Paulyn Rosell-Ubial
DR. PAULYN JEAN ROSELL-UBIAL
 Secretary of Health
 Chairperson of the Board, PhilHealth

Dennis M. Vila
DENNIS M. VILA
 Senior Business Consultant
 Questech Co. Inc.

Ruben John A. Basa
SVP RUBEN JOHN A. BASA
 OIC- COO

Ma. Teresa E. Alibanto
ATTY. MA. TERESA E. ALIBANTO
 OIC-OSVP, Legal Sector

Jovita V. Aragona
JOVITA V. ARAGONA
 Chief Information Officer
 Information Management Sector

Juvy D. Balolong
JUVY D. BALOLONG
 Division Chief IV, AICD
 Comptrollership Department

Champion M. Deza Cruz
CHAMPION M. DEZA CRUZ
 WITNESS for QUESTECH

Eleanor A. Rotokigwez
ELEANOR A. ROTOKIGWEZ
 WITNESS for QUESTECH

and locations specified and other charges which may be imposed on the Product by foreign and local authorities;

6. **QUESTECH** hereby covenants to deliver in favor of **PHILHEALTH** the **One (1) Lot Storage Capacity Enhancement for Pasig Data Center** 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**, **QUESTECH** 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 One Million Three Hundred Ten Thousand Eight Hundred Forty Eight Pesos and Eighty Centavos (PhP31,310,848.80) only**, which is ninety nine percent (99%) of the total contract price;

As obligation for the warranty, **PHILHEALTH** shall withhold **one percent (1%) of the total contract price** as **retention money** or as obligation for "**Warranty**" in an amount equivalent to **Three Hundred Sixteen Thousand Two Hundred Seventy One Pesos and Twenty Centavos (PhP316,271.20) only**. Said amount shall only be released after the lapse of the **Three (3) year 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.


QUESTECH, however, may opt to post the required retention money equivalent to one percent (1%) of the total contract price for the first year, which may be released after the lapse of the warranty for the first year and upon posting of a **special bank guarantee equivalent to at least one percent (1%) of the total contract price** for the second year, to be renewed on the third year. Failure to submit the required special bank guarantee for the third year shall be a ground for blacklisting;

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;

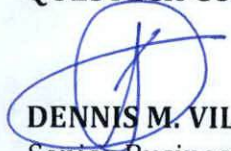
The PARTIES hereby certify that they have read or caused to be read to them each and every provision of the foregoing Contract and that they had fully understood the same.

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 CORP.


PAULYN JEAN ROSELL-UBIAL, M.D. MPH. CESO II
Secretary of Health
Chairperson of the Board

QUESTECH CO. INC.



DENNIS M. VILA
Senior Business Consultant-
Public Sector


Signed in the presence of:



SVP RUBEN JOHN A. BASA
OIC-COO


ATTY. MA. TERESA E. ALIBANTO
OIC-OSVP, Legal Sector


JOVITA V. ARAGONA
Chief Information Officer
Information Management Sector


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


ELEANOR A. RODRIGUEZ
Witness for QUESTECH


CLAUDINE M. DELA CRUZ
Witness for QUESTECH

ACKNOWLEDGEMENT

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

BEFORE ME, this ___ day of JUN 09 2017 2017, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

PAULYN JEAN ROSELL-UBIAL, M.D. MPH. CESO II DOH ID 1991-0156, 1991 MANILA
Philippine Health Insurance Corp.

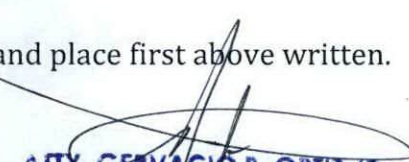

DENNIS M. VILA
Questech Co. Inc.

DL# A02000062785, 9/5/17, Q-C

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of **One Hundred Fifty Four (154) 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.

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Series of 2017


ATTY. GERVACIO B. ORTIZ JR.
Notary Public City of Makati
Until December 31, 2018
IBP No. 656155-Lifetime Member
MCLE Compliance No. V-0004934
Appointment No. M-104 (2017-2018)
PTR No. 5909514 Jan. 3, 2017
Makati City Roll No. 40091
101 Urban Ave. Campos Rueda Bldg.
Brgy. Pio Del Pilar, Makati City