

CONTRACT FOR THE BIDDING OF ONE (1) LOT END TO END BACKUP SOLUTION

JUN 09 2017

THIS AGREEMENT made and entered into this _____ 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-

SANDZ SOLUTIONS PHILIPPINES, INC., a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. A200016079, issued on April 29, 2005, and existing under the laws of the Republic of the Philippines, with business address at 6/flr. CYA Land Bldg. 110 Rada St. Legaspi Village, Makati City, represented herein by its **Managing Director, ENRIQUE G. VELASCO**, (hereinafter called "**SANDZ**").

WHEREAS, **PHILHEALTH** invited Bids for the **Bidding on the Procurement of One (1) Lot End to End Backup Solution** and has accepted a Bid by **SANDZ SOLUTIONS PHILS., INC.** for the supply of those goods in the sum of, **NINETEEN MILLION EIGHT HUNDRED NINETY EIGHT THOUSAND NINE HUNDRED EIGHTY PESOS AND EIGHTY EIGHT CENTAVOS (Php19,898,980.88)** (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) SANDZ's Schedule of Requirements (**Annex "A"**);
 - (b) SANDZ's Bid Form (**Annex "B"**);
 - (c) SANDZ's Technical Proposal and its Appendices (**Annex "C"**);
 - (d) Notice of Award (**Annex "D"**);
 - (e) BAC-ITR Resolution No. 09, 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 **SANDZ** as hereinafter mentioned, **SANDZ** 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 **SANDZ** 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

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

6. **SANDZ** hereby covenants to deliver in favor of **PHILHEALTH** the **One (1) Lot End to End Backup Solution** 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**, **SANDZ** 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 **Nineteen Million Six Hundred Ninety Nine Thousand Nine Hundred Ninety One Pesos and Seven Centavos (PhP19,699,991.07) 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 **One Hundred Ninety Eight Thousand Nine Hundred Eighty Nine Pesos and Eighty One Centavos (PhP198,989.81) 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.

SANDZ, 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
CORPORATION**


SANDZ SOLUTIONS PHILS., INC.



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



ENRIQUE G. VELASCO
Managing Director


Signed in the presence of:


RUBEN JOHN A. BASA
OIC-Chief Operating Officer


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.


MARIA ANGELA FUENTES
Witness for SANDZ


Witness for SANDZ

ACKNOWLEDGEMENT

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

JUN 09 2017

BEFORE ME, this ____ day of _____ 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.


ENRIQUE G. VELASCO
Sandz Solutions Phils., Inc.

XX 5622 405 NCR EAST JUNE 11, 2017

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of **Two Hundred Thirty Nine (239) 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. ROBERT N. LLOZ
NOTARY PUBLIC
Unit December 31, 2017
Appt. No. M-20 Makati City
IBP #1052367 for 2017 Nov. 22, 2016-RSM
PTR #5909501 Jan. 03, 2017-Makati
S.C. Roll No. 59597
MCLE Compliance No. V-0015439; 9 March 2016
Unit 301 3rd Flr. Campos Rueda Bldg.
101 Urban Avenue, Brgy. Pio del Pilar
Makati City