

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, **ATTY. 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. 2016-009 (LOT 1)** and has accepted a Bid by **UNISON** for the supply of those goods and services in the sum of **FOUR MILLION SIX HUNDRED TWENTY FIVE THOUSAND THREE HUNDRED EIGHTY FOUR AND 89/100 PESOS (Php4,625,384.89)**, (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. 01 s. 2017 (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;

001-052420A-2605


Name and Signature
Witness for Unison

WILLY C. SY
President

EDWARD O. ESPRITU
OIC, Fund Management Section

MARCAR M. ARZADON, M.D.
Chief, Management Services Division

ATTY. RODOLFO R. DEL ROSARIO JR.
OIC, Office of the Regional Vice President

ELIZABETH S. FERNANDEZ, M.D.
OIC, Office of the AYP Area 1

ARIBEN JOHN A. BASA
OIC, EOP and COO

Dr. C. ALYN JEAN B. ROSSELL UBIAL, MD
DOH: Secretary and PHIC Chairperson of the Board

4. **PHILHEALTH** hereby covenants to pay **UNISON** in consideration of the provision of the goods and services and providing remedies for 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 and duties in the Philippines, costs of importation, insurance, transportation and delivery at the time and to the locations specified but excludes any special handling or hosting charges which may be incurred at **PHILHEALTH's** site and which are for the account of **PHILHEALTH**;

6. The contract price covers all taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance and other charges which may be imposed on the Product by foreign and local authorities;

Within thirty (30) calendar days after complete delivery to and acceptance by **PHILHEALTH**, **UNISON** shall submit the Statement or Billing of Account and other documentary requirements as may be required by the former as conditions for payment;


As an obligation for the warranty, **PHILHEALTH** shall withhold one percent (1%) of the total contract price stated in the Whereas Clause hereof, amounting to **FORTY SIX THOUSAND TWO HUNDRED FIFTY THREE AND 84/100 PESOS (Php46,253.84)** as retention money. The said amount shall only be released after the lapse of the one (1) year warranty period. Otherwise, **UNISON** may opt to post a special bank guarantee equivalent to the same amount covering the said warranty period;

UNISON shall provide **PHILHEALTH** the warranty period and after sales support for equipment as follows:

	QTY	Item Description	Warranty
1	51	COMPUTER, Desktop Computer, Regular	3 years Manufacturer's Warranty; With authorized Service Center within Dagupan City
2	1	COMPUTER, Desktop Computer, Multimedia	1 year Manufacturer's Warranty, Support and Service Level Agreement
3	8	COMPUTER, Laptop, Regular	3 years Manufacturer's Warranty; With authorized Service Center within Dagupan City
4	1	COMPUTER, Tablet Computer	At least 1 year Manufacturer's Warranty, Support and Service Level Agreement
5	2	MONITOR, Rack Mount Monitor with KVM Switch	1 year Manufacturer's Warranty, Support and Service Level Agreement
6	2	SERVER, General Purpose Server	Three (3) years Manufacturer's Warranty, Support and Service Level Agreement; Must provide product demo and orientation
7	4	UPS, Rack Mount Type, 1.5 KVA	3 years Manufacturer's Warranty, Support and Service Level Agreement

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;


Name and Signature
WILLY O. SY
Witness for Unison


Name and Signature
EDWARD G. ESPIRITU
OIC, Fund Management Section

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 _____ day
_____ 2017 at Dagupan City, Pangasinan, Philippines.

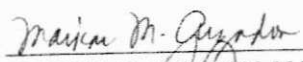
UNISON COMPUTER SYSTEMS, INC.

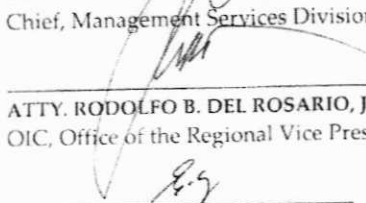
By: _____

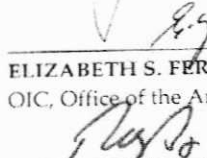
WILLY O. SY
President

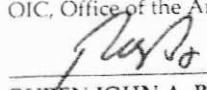
PHILIPPINE HEALTH INSURANCE
CORPORATION

Recommending Approval:



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



ATTY. RODOLFO B. DEL ROSARIO, JR., MBA, CSEE
OIC, Office of the Regional Vice President, PRO 1


ELIZABETH S. FERNANDEZ, M.D.
OIC, Office of the Area Vice President, Area 1

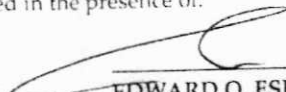

RUBEN JOHN A. BASA
OIC, EVP and COO

Approved by:


SEC. PAULYN JEAN B. ROSELL-UBIAL, M.D.
DOH Secretary and PHIC Chairperson of the Board


MARK SAGAYDO
Name and Signature
Witness for UNISON

Signed in the presence of:


EDWARD Q. ESPIRITU
OIC, Fund Management Section

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the a
bove jurisdiction, this _____ day of _____, 2017 personally appeared:
Name ID No. Competent Evidence of Identity

WILLY O. SY

EC6897308

Passport ID

ATTY. RODOLFO B. DEL ROSARIO, JR.

10029999

PhilHealth Company ID

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.

Doc. No. _____

Page No. _____


Book No. _____

Series of 2017


WILLY O. SY
President


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


ATTY. RODOLFO B. DEL ROSARIO, JR.
OIC, Office of the Regional Vice President


ELIZABETH S. BERNANDEZ, M.D.
OIC, Office of the AVP, Area 1


REN CHUA BASA
OIC, EYP and COO


SEC/PATLYN JEAN G. ROSELL LIBAL, MD
DOM Secretary and IMC Chairperson of the Board