

CONTRACT FOR THE PROCUREMENT OF ONE (1) LOT IDENTITY
MANAGEMENT SYSTEM

(ITB No. IMS 2017-012-IT)

JUL 09 2018

THIS AGREEMENT made and entered into this _____ day of _____ 2018, in the
City of QUEZON CITY 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 **Acting President and Chief Executive Officer, DR. ROY B. FERRER**, (hereinafter called "**PHILHEALTH**").

-and-

NTT DATA PHILIPPINES, INC., a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. A199904216, issued on August 26, 2016, and existing under the laws of the Republic of the Philippines, with business address at 28F 88 Corporate Center Building, Sedenor cor. Valero Street, Salcedo Village, Makati City represented herein by its **President and Managing Director, POCHOLO S. REYES**, (hereinafter called "**NTT DATA**").

WHEREAS, PHILHEALTH posted a procurement opportunity for the **procurement of One (1) Lot Identity Management System** and has accepted a Bid by **NTT DATA PHILIPPINES, INC.** for the supply of those services in the sum of, **SEVENTEEN MILLION FIVE HUNDRED SEVENTY FIVE THOUSAND PESOS (PhP17,575,000.00)** (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) NTT Data's Schedule of Requirements (**Annex "A"**);
 - (b) NTT Data's Bid Form (**Annex "B"**);
 - (c) NTT Data's Technical Proposal and its Appendices (**Annex "C"**);
 - (d) Notice of Award (**Annex "D"**);
 - (e) BAC-ITR Resolution No. 04, s. 2018 (**Annex "E"**);
 - (f) General Conditions of the Contract (GCC) (**Annex "F"**);
 - (g) Special Conditions of the Contract (SCC) (**Annex "G"**);
 - (h) Bid Bulletin (**Annex "H"**); and
 - (i) Performance Security (**Annex "I"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **NTT DATA** as hereinafter mentioned, **NTT DATA** 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 **NTT DATA** 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. **NTT DATA** hereby covenants to deliver in favor of **PHILHEALTH** the procurement of One (1) Lot Identity Management System and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract;
7. **Within One Hundred Twenty (120) Calendar Days** after complete delivery to and acceptance by **PHILHEALTH**, **NTT DATA** 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 **Seventeen Million Three Hundred Ninety Nine Thousand Two Hundred Fifty Pesos (PhP17,399,250.00) 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 Seventy Five Thousand Seven Hundred Fifty Pesos (PhP175,750.00) 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 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.

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

DR. ROY B. FERRER
Acting President and CEO


NTT DATA PHILIPPINES, INC.


POCHOLO S. REYES
President and Managing Director


Signed in the presence of:


RUBEN JOHN A. BASA
EVP and COO


ATTY. GERMAIN G. LIM
SVP, Legal Sector


NERISSA R. SANTIAGO
OIC-Senior Vice-President
Actuarial Services and Risk
Management Sector


MARIO S. MATANGUIHAN
Senior Manager
Corporate Information Security Dept.


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

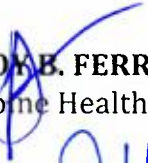

Witness for **NTT DATA**


Witness for **NTT DATA**

ACKNOWLEDGEMENT

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

BEFORE ME, this JUL 09 2018 day of _____ 2018, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:


DR. ROY B. FERRER
Philippine Health Insurance Corp.

PhilHealth ID # 10354318

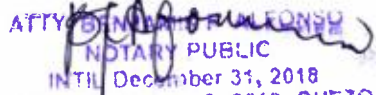

POCHOLO S. REYES
NTT Data Philippines, Inc.

Philhealth ID# 19-089088610-1

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of **One Hundred Twenty-Nine (129) 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 2018


ATTY. GERMAIN G. LIM
NOTARY PUBLIC
UNTIL December 31, 2018
PTR NO. 5520234, January 3, 2018, QUEZON CITY
IBP NO. 019073 12-20-2017 QUEZON CITY
ROLL NO. 13796
ADM. MATTER NO. NP-046-(2017-2018)
TIN NO. 177-967-619-000
MCLE III-0024526 December 12 2017
Atty. Germain G. Lim, S. S. Village
Project 8 Quezon City