

**CONTRACT FOR THE PROCUREMENT OF ONE (1) LOT MESSAGING AND COLLABORATION LICENSES**

(ITB No. MCL2 2018-001-IT)

OCT 22 2018

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, in the City of **PASAY 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 M.D., MSc.**, (hereinafter called "**PHILHEALTH**").

-and-

**FIRST DATACORP**, a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. 127697, issued on July 25, 1985, and existing under the laws of the Republic of the Philippines, with business address at 3/F Citibank Center, 8741 Paseo de Roxas, Makati City, represented herein by its **Team Lead-Government Sector Unit, MAY ANNBELLE R. GARCIA**, (hereinafter called "**FIRST DATACORP**").

WHEREAS, **PHILHEALTH** posted a procurement opportunity for the *Re-Bidding of One (1) Lot Messaging and Collaboration Licenses* and has accepted a Bid by **FIRST DATACORP** for the supply of those services in the sum of, **NINETEEN MILLION FIVE HUNDRED SEVENTY SEVEN THOUSAND TWENTY THREE PESOS AND SEVENTY EIGHT CENTAVOS (Php19,577,023.78)** (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) FIRST DATACORP's Schedule of Requirements (**Annex "A"**);
  - (b) FIRST DATACORP's Bid Form (**Annex "B"**);
  - (c) FIRST DATACORP's Technical Proposal and its Appendices (**Annex "C"**);
  - (d) Notice of Award (**Annex "D"**);
  - (e) BAC-ITR Resolution No.17, 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 **FIRST DATACORP** as hereinafter mentioned, **FIRST DATACORP** 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 **FIRST DATACORP** 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. **FIRST DATACORP** hereby covenants to deliver in favor of **PHILHEALTH** the One (1) Lot Messaging and Collaboration Licenses 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**, **FIRST DATACORP** 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 Three Hundred Eighty One Thousand Two Hundred Fifty Three Pesos and Fifty Four Centavos (PhP19,381,253.54) 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 Five Thousand Seventy Hundred Seventy Pesos and Twenty Four Centavos (PhP195,770.24) only**. Said amount shall only be released after the lapse of the three (3) years 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;

**FIRST DATACORP**, 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. The parties and any or all of their staff or representatives who will be involved in this project shall be required to sign a mutual Non-Disclosure Agreement and maintain strict confidentiality on any information accessed from the PhilHealth database or provided by PhilHealth. This condition shall apply even after the contract ends. **FIRST DATACORP** shall not disclose any proprietary or confidential information relating to PhilHealth or to this agreement without prior written consent from the latter.

10. 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**

**FIRST DATACORP**

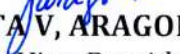
  
**ROY B. FERRER, M.D., MSc.**  
Acting President and Chief  
Executive Officer (CEO)

  
**MAY ANNBELLE R. GARCIA**  
Team Lead- Government Sector Unit

Signed in the presence of:

  
**RUBEN JOHN A. BASA**  
EVP and COO

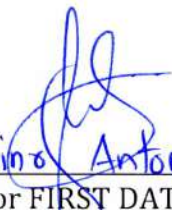
  
**ATTY. RODOLFO B. DE ROSARIO, JR.**  
OIC-SVP, Legal Sector

  
**JOVITA V. ARAGONA**  
Senior Vice-President  
Information Management Sector

  
**CALIXTO I. GABUYA, JR.**  
OIC-Senior Manager  
Information Technology Management  
Dept.

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

  
**Sherree Lyn B. Leporada**  
Witness for FIRST DATACORP

  
**Shermanino Antonio**  
Witness for FIRST DATACORP

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF **PASAY CITY** S.S.

**OCT 22 2018**  
BEFORE ME, this \_\_\_ day of \_\_\_\_\_ 2018, personally appeared the following  
persons exhibiting to me their respective Government issued ID's, to wit:

**ROY B. FERRER, M.D., MSc.**  
Philippine Health Insurance Corp.

**PHILHEALTH COMPANY ID NO.**  
**10354318**


**MAY ANNBELLE R. GARCIA**  
First Datacorp

**Drums' License # 004-01-170592**

Known to me to be the same persons who executed the foregoing Contract Agreement  
consisting of **Seventy-One (71) 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.

Doc No. **16**  
Page No. **5**  
Book No. **XXI**  
Series of 2018

  
**ATTY. HENRY D. ADASA**  
NOTARY PUBLIC CITY OF PASAY  
EXPIRY: DECEMBER 31, 2018  
NOTARIAL COMMISSION 17-23  
KNIGHT OF RIZAL BLDG.,  
GROUND FLOOR BESIDE PASAY CITY HALL  
IBP NO. 022811 / 01/03/2018 PASIG  
PTR NO. 5826067 / 01/03/2018 P.C.  
MCLE COMPLIANCE NO. VI-0002830 - 4/14/2022  
ROLL OF ATTORNEYS NO. 29679  
TIN: 172-528-620-000