

**CONTRACT FOR THE PROCUREMENT OF
DESKTOP COMPUTERS, LAPTOPS, TABLETS AND UPS RACK MOUNT**

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 Health Insurance Act of 1995", with office address at EMDC Building, Francisco Q. Duque Jr. Road, Tapuac District, Dagupan City, represented herein by its Regional Vice President, **ALBERTO C. MANDURIAO** (hereinafter called "**PHILHEALTH**").

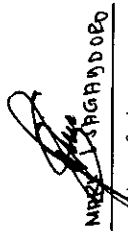
-and-

UNISON COMPUTER SYSTEMS, INC., a corporation, organized and registered with the Securities and Exchange Commission under Certificate No. 134869, issued on August 18, 1986 and existing under the laws of the Republic of the Philippines, with business address at 120 E. Rodriguez Jr. Avenue, Cor. Ortigas Avenue, Barangay Ugong, Pasig City represented herein by its President, **WILLY O. SY** (hereinafter called "**UNISON**").

WHEREAS, PHILHEALTH invited Bids for the **NEGOTIATED PROCUREMENT-TWO FAILED BIDDINGS FOR THE PROCUREMENT OF DESKTOP COMPUTERS, LAPTOPS, TABLETS AND UPS RACK MOUNT (BAC RFQ NO. 2018-021)** and has accepted Bids by **UNISON**, for the supply of goods and services in the sum of **TWO MILLION ONE HUNDRED NINETY THOUSAND PESOS (Php2,190,000.00)**, (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 Bond (Annex "A");
 - (b) the Notice of Award (Annex "B");
 - (c) the BAC Resolution No. 57 s. 2018 (Annex "C");
 - (d) the Bid Proposal (Annex "D");
 - (e) the Schedule of Requirements (Annex "E");
 - (f) the Technical Specifications (Annex "F");
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;
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.

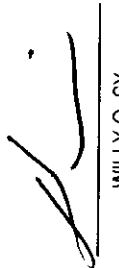

Name & signature
Witness for UNISON

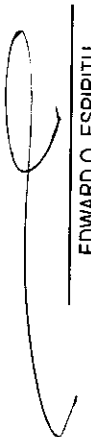
5. The contract price covers the costs of all deliverable Items and Services and includes all applicable taxes and duties in the Philippines, costs of importation, insurance, transportation and delivery at the time and to the locations specified but excludes any special handling or hosting charges which 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 **PHILHEATH, 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 (1) percent (1%) of the total contract price stated in the Whereas Clause hereof, amounting to **TWENTY ONE THOUSAND NINE HUNDRED PESOS (Php21,900.00)** as retention money. The said amount shall only be released after the lapse of the six (6) months warranty period. Otherwise, **UNISON** may opt to post a special bank guarantee equivalent to the same amount covering the said warranty period;

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;
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".


WILLY O. SY
President


EDWARD Q. ESPIRITU
Admin. Officer IV/Chief, FMS



CYNTHIA S. SANTOS
Chief, Management Services Division


ALBERTO C. MAMBURAO
Regional Vice President, PRO 1

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day
_____ 2018 at Dagupan City, Pangasinan, Philippines.

UNISON COMPUTER SYSTEMS, INC.

By:



WILLY O. SY
President

PHILIPPINE HEALTH INSURANCE
CORPORATION

Recommending Approval:



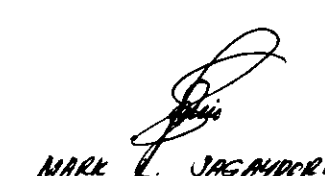
CYNTHIA S. SANTOS
Chief, Management Services Division

Approved By:



ALBERTO C. MANDURIAO
Regional Vice President, PRO 1

Signed in the presence of:



Name & Signature
Witness for UNISON



EDWARD Q. ESPIRITU
Admin. Officer IV/ Chief, FMS

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of
_____, 2018 personally appeared:

Name	ID No.	Competent Evidence of Identity
<u>WILLY O. SY</u>	<u>EC6897308</u>	<u>Passport ID</u>
<u>ALBERTO C. MANDURIAO</u>	<u>10007197</u>	<u>PhilHealth Employee ID</u>

Who are known to me and to me known to be the same parties who executed foregoing Contract for the **Procurement of Desktop Computers, Laptops, Tablets and UPS Rack Mount** (BAC RFQ No. 2018-021) and acknowledged that the same is their free act and deed and that of the enterprise and corporation being represented. This instrument consisting of three (3) pages including this page on which this acknowledgment 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 2018