

**CONTRACT ON THE RE-BIDDING FOR ONE (1) LOT REPLICATION  
LICENSES AND SUPPORT  
(IB No. RLS2 2019-004-IT)**

**THIS AGREEMENT** made and entered into this OCT 18 2019 day of \_\_\_\_\_ 2019, 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 **President and Chief Executive Officer (CEO), BGEN. RICARDO C. MORALES, AFP (RET) FICD**, (hereinafter called "PHILHEALTH").

-and-

**NTT DATA PHILIPPINES, INC.**, a stock corporation, organized and registered with the Securities and Exchange Commission under Company Reg. No. A199904216, issued on August 26, 2016 and existing under the laws of the Republic of the Philippines, with principal address at 28th Flr. 88 Corporate Center Sedeno corner Valero Sts. Salcedo Village Makati City represented herein by its **President and CEO, POCHOLO S. REYES**, (hereinafter called "NTT DATA").

**WHEREAS, PHILHEALTH** invited Bids on the Re-Bidding for the **Procurement of One (1) Lot Replication Licenses and Support** and has accepted a Bid by **NTT DATA PHILIPPINES, INC.** for the supply of those goods in the sum of, **NINETEEN MILLION SEVEN HUNDRED SEVEN THOUSAND SEVEN HUNDRED SIXTEEN PESOS AND SEVENTY-EIGHT CENTAVOS (PhP19,707,716.78)** (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) 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. 40, s. 2019 (**Annex "E"**);
  - (f) General Conditions of the Contract (GCC) (**Annex "F"**);
  - (g) Special Conditions of the Contract (SCC) (**Annex "G"**);
  - (h) Bid Bulletin No. 1 (**Annex "H"**);
  - (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;

**BGEN. RICARDO C. MORALES, AFP (RET) FICD**  
President and Chief Executive Officer  
Philhealth

**POCHOLO S. REYES**  
President and CEO  
NTT DATA Philippines, Inc.


**SVP ISRAEL FRANCIS A. PARGAS**  
Acting EVP and Chief Operating Officer  
Concurrent Senior Vice President- HPS

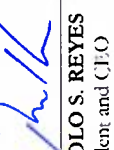
**JOVITA V. ARAGONA**  
SVP Chief Information Officer  
Information Management Sector


**ARCHMIDES L. VILLASIN**  
Acting Division Chief IV, AICD  
Comptroller-in-Chief Department


WITNESS for NTT DATA  
PHILIPPINES, INC.


WITNESS for NTT DATA  
PHILIPPINES, INC.

  
BGEN. RICARDO C. MORALES, AFP  
(RET) FICD  
President and Chief Executive Officer  
PhilHealth

  
POCHOLO S. REYES  
President and CEO  
NTT DATA Philippines, Inc.

  
SVP ISRAEL FRANCIS A. PARGAS  
Acting EVP and Chief Operating Officer  
Concurrent Senior Vice President - HIPS

  
JOVITA V. ARIAGONA  
SVP Chief Information Officer  
Information Management Sector

  
ARCHIMEDES L. VILLASIN  
Acting Division Chief IV, AICD  
Comptrollership Department

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 **One (1) Lot Replication Licenses and Support** 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**, **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 **Eighteen Million Seven Hundred Twenty Two Thousand Three Hundred Thirty Pesos and Ninety Four Pesos (Php18,722,330.94) only**, which is ninety five percent (95%) of the total contract price;

As obligation for the warranty, **PHILHEALTH** shall withhold **five percent (5%) of the total contract price** as **retention money** or as obligation for "**Warranty**" in an amount equivalent to **Nine Hundred Eighty Five Thousand Three Hundred Eighty Five Pesos and Eighty Four Centavos (Php985,385.84) 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 .

**NTT DATA**, however, may opt to post the required retention money equivalent to five percent (5%) 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 five percent (5%) 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. **NTT DATA** 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.

  
WITNESS for NTT DATA  
PHILIPPINES, INC.

  
WITNESS for NTT DATA  
PHILIPPINES, INC.

PHILIPPINE HEALTH INSURANCE CORP.

NTT DATA PHILIPPINES, INC.

**BGEN. RICARDO C. MORALES, AFP (RET) FICD**  
President and Chief Executive Officer (CEO)

**POCHOLO S. REYES**  
President and CEO

Signed in the presence of:

**SVP ISRAEL FRANCIS A. PARGAS**  
Acting EVP and Chief Operating Officer  
Concurrent Senior Vice President- HFPS

**JOVITA V. ARAGONA**  
SVP- Chief Information Officer  
Information Management Sector

**ARCHIMEDES L. VILLASIN**  
Acting Division Chief IV  
AIC Division, Comptrollership Dept.

Witness for NTT Data  
Philippines, Inc.

Witness for NTT Data  
Philippines, Inc.

**ACKNOWLEDGEMENT**

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

OCT 18 2019

BEFORE ME, this \_\_\_ day of \_\_\_\_\_ 2019, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

**BGEN. RICARDO C. MORALES, AFP (RET) FICD**  
Philippine Health Insurance Corp.

Driver's license # N03-82-077-032

**POCHOLO S. REYES**  
NTT Data Philippines, Inc.

Passport ID # P450059A

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of **ninety six (96) 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. 208  
Page No. 43  
Book No. 54  
Series of 2019

**ATTY. CONCEPCION P. VILLAREÑA**  
Notary Public for Quezon City  
Until December 31, 2019  
PTR No. 7323642 - 1-03-2019/ QC  
IBP No. AR14460591 - 12-17-2018/ QC  
Roll No. 30457 - 05-09-80  
MCLE 54012506 - 12-21-2015  
Adm. Matter No. NP 270 (2018-2019)