

**CONTRACT FOR THE RE-BIDDING OF ONE (1) LOT PASIG SERVER
ROOM REHABILITATION PROJECT
(IB No. PSRRP2 2019-008-IT)**

THIS AGREEMENT made and entered into this NOV 15 2019 day of _____ 2019, 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 **President and Chief Executive Officer (CEO)**, **BGEN. RICARDO C. MORALES, AFP (RET) FICD**, (hereinafter called "**PHILHEALTH**").

-and-

INTEGRATED COMPUTER SYSTEMS, INC., a stock corporation, organized and registered with the Securities and Exchange Commission under Company Reg. No. 77937, issued on November 11, 2011 and existing under the laws of the Republic of the Philippines, with principal address at 3rd Flr. Limketkai Bldg., Ortigas Ave., Greenhills, San Juan City represented herein by its **AVP- Field Sales**, **ADELIANA SY- LU**, (hereinafter called "**ICS**").

WHEREAS, **PHILHEALTH** invited Bids on the Re-Bidding for the **Procurement of One (1) Lot Pasig Server Room Rehabilitation Project** and has accepted a Bid by **INTEGRATED COMPUTER SYSTEMS, INC.** for the supply of those goods in the sum of **ELEVEN MILLION PESOS (Php11,000,000.00)** (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) ICS' Schedule of Requirements (**Annex "A"**);
 - (b) ICS' Bid Form (**Annex "B"**);
 - (c) ICS' Technical Proposal and its Appendices (**Annex "C"**);
 - (d) Notice of Award (**Annex "D"**);
 - (e) BAC-ITR Resolution No. , 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 **ICS** as hereinafter mentioned, **ICS** 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 **ICS** 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. ICS hereby covenants to deliver in favor of **PHILHEALTH** the **One (1) Lot Pasig Server Room Rehabilitation Project** and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract;

7. **Within Ninety (90) Calendar Days** after complete delivery to and acceptance by **PHILHEALTH**, ICS 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 **Ten Million Four Hundred Fifty Thousand Pesos (PhP10,450,000.00) 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 **Five Hundred Fifty Thousand Pesos (PhP550,000.00) 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.

ICS, 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. **ICS** 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.

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

ADELLANA SY-LU
AVP- Field Sales
Integrated Computer Systems, Inc.

DENNIS S. MAS
Acting EVP and Chief Operating Officer
Concurrent Senior Vice President- MSS

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

ARCHIMEDES L. VIELASIN
Acting Division Chief IV, IICD
Comptrollership Department


Witness for INTEGRATED
COMPUTER SYSTEMS, INC.

Witness for INTEGRATED
COMPUTER SYSTEMS, INC.

PHILIPPINE HEALTH INSURANCE CORP.

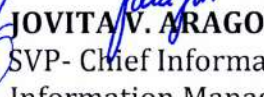
INTEGRATED COMPUTER SYSTEMS,
INC.



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



ADELIANA SY-LU
Business Unit Head

Signed in the presence of:


SVP DENNIS S. MAS
Acting EVP and Chief Operating Officer
Concurrent Senior Vice President - MSS


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


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


Witness for **INTEGRATED
COMPUTER SYSTEMS, INC.**


Witness for **INTEGRATED
COMPUTER SYSTEMS, INC.**

ACKNOWLEDGEMENT

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

BEFORE ME, this NOV 15 2019 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 NO. N03-E2-077032


ADELIANA SY-LU
Integrated Computer Systems, Inc.

PASSPORT P5935548A

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of **one hundred seventy one (171) 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 2019


ATTY. NELLY B. MOLINA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2020
ROLL OF ATTORNEY No. 19379
IBP No. 055215/ 11/21/2013
PTR No. 1247253 / 1-3-19/SJ
MCLE No. VI-001103
12 Natib st., Cubao, Quezon City