

CONTRACT ON THE BIDDING FOR THE
PROCUREMENT OF INTEGRATED SECURITY SUITE
[IB No. ISS 2024-26-ITRB]

JAN 24 2025

THIS AGREEMENT made and entered into this _____ day of _____, 2024, in the City of _____, Metro Manila, by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION (PHILHEALTH), a government owned and controlled corporation duly organized and existing by virtue of Republic Act No. (RA) 7875, otherwise known as the "National Health Insurance Act", as amended by RA 9241 and RA 10606, with principal office address at 17th Floor, Citystate Centre Bldg., 709 Shaw Blvd. corner Oranbo Drive, Pasig City, represented herein by its President and Chief Executive Officer (PCEO), **EMMANUEL R. LEDESMA, JR.**, duly authorized to enter into this Contract, as evidenced by Secretary's Certificate, which is attached hereto as Annex "A", hereinafter referred to as the "PHILHEALTH";

-and-

MAX VENTURES INC. and EBIZOLUTION INC., an unincorporated joint venture each duly organized and existing under and by virtue of the law of the Republic of the Philippines, with office address at Suite 2803 Discovery Center, 25 ADB Avenue, Ortigas Center, Pasig City represented herein by its Presidents, **ATTY. PETER C. SUCHIANCO** and **NATHANIEL O. MARQUEZ**, who are granted full power and authority to sign this agreement under Secretary's Certificates dated September 10, 2024 and September 18, 2024, respectively, attached hereto as Annex "B-1" and Annex "B-2", hereinafter referred to as the "MVI-EBIZ JOINT VENTURE";

WHEREAS, **PHILHEALTH** invited Bids for certain goods and services particularly on the **Procurement of Integrated Security Suite** and has accepted the Bid through a Joint Venture of **MVI-EBIZ JOINT VENTURE**, for the supply of those goods and services in the sum of, **Ninety-Nine Million Nine Hundred Ninety-Eight Thousand Eight Hundred Eighty-Eight Pesos (P99,998,888.00)** (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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) **PHILHEALTH's Secretary's Certificate (Annex "A")**;
- (b) **MVI-EBIZ JOINT VENTURE'S Secretary's Certificates (Annexes "B-1" and "B-2")**;
- (c) **Philippine Bidding Documents (PBDs)**;
- (i) **Schedule of Requirements (Annex "C")**;
- (ii) **Technical Specifications (Annex "D")**;
- (iii) **General and Special Conditions of the Contract (Annex "E")**; and
- (iv) **Bid Bulletin No. 01 (Annex "F")**;
- (d) **MVI-EBIZ JOINT VENTURE'S Bid**, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted (Annex "G")

EMMANUEL R. LEDESMA, JR.
President and Chief Executive Officer
PhilHealth

ATTY. PETER C. SUCHIANCO
President
Max Ventures Inc.

NATHANIEL O. MARQUEZ
President
Ebizolution Inc.

ATTY. ELL DINO D. SANTOS
Executive Vice President and COO
PhilHealth

JOVITA V. ARAGONA
Senior Vice President and CIO
PhilHealth

ALAN M. DE VILLA
Witness
PhilHealth

ATTY. KHRISKA VIKTORIA M. MORTELL
Witness
Max Ventures Inc.

LADYLYN B. LEDUC
Witness
Ebizolution Inc.

EMMANUEL R. LEDESMA, JR.
President and Chief Executive Officer
PhilHealth

ATTY. PETER C. SUCHIANCO
President
Max Ventures Inc.

NATHANIEL O. MARQUEZ
President
EbiZolution Inc.

ATTY. ELI DINO D. SANTOS
Executive Vice President and COO
PhilHealth

JOVELA V. ARAGONA
Senior Vice President and CIO
PhilHealth

- Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (e) Performance Security (Annex "H");
- (f) Notice of Award of Contract and the Bidder's conforme thereto (Annex "I"); and,
- (g) Other contract document that may be required by existing laws and/or the PHILHEALTH in the PBDs.

MVI-EBIZ JOINT VENTURE agrees that the additional contract documents or information prescribed by the GPPB (Government Policy Procurement Board) that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract provided that said additional documents are required and/or authorized under the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

In consideration for the sum of **Ninety-Nine Million Nine Hundred Ninety-Eight Thousand Eight Hundred Eighty-Eight Pesos, (P99,998,888.00)** or such other sums as may be ascertained, MVI-EBIZ JOINT VENTURE agrees to provide the **Procurement of Integrated Security Suite** and services and to remedy defects therein within the warranty period in accordance with its Bid.

PHILHEALTH agrees to pay MVI-EBIZ JOINT VENTURE the above-mentioned sum in accordance with the terms of the Bidding.

The parties shall consult with each other in good faith and shall exhaust all available remedies to settle any and all disputes or disagreements arising out of or relating to the validity, interpretations, enforceability, or performance of this Agreement before resorting to arbitration as provided for in Section 6.

Any disagreement or dispute which the parties are unable to settle amicably within a period of sixty (60) days from the time the issue is raised by a Party shall be settled by a tribunal of three (3) arbitrators. This tribunal shall be constituted as follows: one to be appointed by PHILHEALTH and the other to be appointed by the MVI-EBIZ JOINT VENTURE. The first two appointed arbitrators shall consider names of qualified persons until agreement on a mutually acceptable Chairman of the tribunal is selected. Such arbitration shall be initiated and conducted pursuant to Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." In any event, the arbitration shall be conducted in Pasig City applying the substantive laws of the Republic of the Philippines.

Other Provisions:

- (a) Force Majeure - Notwithstanding any other provisions in this Agreement, any failure or delay on the part of any party in the performance of its obligations or duties hereunder shall be excused to the extent attributable to Force Majeure, as defined in this Agreement, and the time for a party to enjoy the rights and carry out the obligations hereby affected shall be extended for a period equal to the period thus involved.

ALAN M. DE VILA
Witness
PhilHealth

ATTY. KRISKA VIKTORIAM. MORTELL
Witness
Max Ventures Inc.

LADY LYN B. LEDUC
Witness
EbiZolution Inc.

Joyita V. Aragon
JOYITA V. ARAGONA
Senior Vice President and CIO
PhilHealth

Edino D. Santos
ATTY. EDINO D. SANTOS
Executive Vice President and COO
PhilHealth

Emmanuel R. Ledesma, Jr.
EMMANUEL R. LEDESMA, JR.
President and Chief Executive Officer

PHILIPPINE HEALTH INSURANCE CORPORATION

EBIZOLUTION INC.

Peter C. Suchianco
ATTY. PETER C. SUCHIANCO
President

MAX VENTURES INC.

Nathaniel O. Marquez
NATHANIEL O. MARQUEZ
President

Lady Lyn B. Ieduc
LADY LYN B. IEDUC
Witness
Ebizolution Inc.

Khriska Viktoriam M. Morrell
ATTY. KHRISKA VIKTORIA M. MORTELL
Witness
Max Ventures Inc.

Alan M. De Villa
ALAN M. DE VILLA
Witness
PhilHealth

- (b) Amendments - This Agreement shall not be annulled, amended or modified in any respect except by agreement of the parties in writing.
- (c) Separability Clause - If any provision of this Agreement is declared invalid or unconstitutional, all other provisions unaffected shall remain valid and subsisting.
- (d) Any terms and conditions as a result of the subsequent repeal or amendment of any existing laws or regulations or from the enactment of a law, regulation or administrative order, favorable to either or both of the parties, shall be considered a part of this Agreement.

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.

EMMANUEL R. LEDESMA, JR.
President and Chief Executive Officer
PhilHealth

ATTY. PETER C. SUCHIANCO
President
Max Ventures Inc.

NATHANIEL O. MARQUEZ
President
Ebizolution Inc.

Recommending Approval:

JOVITA V. ARAGONA
Senior Vice President and Chief Information Officer
Information Management Sector

ATTY. ELLI DINO D. SANTOS
Executive Vice President and
Chief Operating Officer

Signed in the presence of:

ATTY. KHRISKA VIKTORIA M. MORTTELL
Witness
Max Ventures Inc.

LADY LYN B. LEDUC
Witness
Ebizolution Inc.

ALAN M. DE VILLA
Witness PhilHealth

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF

) S.S.

JAN 24 2025

BEFORE ME, this _____ day of _____, 2024, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

EMMANUEL R. LEDESMA, JR.
Philippine Health Insurance Corporation
PhilHealth Company ID No. 10396822

ATTY. PETER C. SUCHIANCO
Max Ventures Inc.
Philippine Passport No. P5579041A

NATHANIEL O. MARQUEZ
EbiZolution Inc.
Philippine Passport No. P6221514A

Known to me to be the same persons who executed the foregoing Contract on the Bidding for the Procurement of Integrated Security Suite [IB No. ISS 2024-26-ITRB] consisting of Seven Hundred Seventy-Five (775) pages including the annexes and this page on which the acknowledgedgement 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.

ATTY. JOEL F. FLORES
NOTARY PUBLIC FOR MAKATI CITY
UNIT: DECEMBER 31, 2026
APPOINTMENT NO. M-015 (2025-2026)
ROLL OF ATTORNEY NO. 77376
MCLE COMPLIANCE VIII NO. 0001393 - 4/12/2028
PIR NO. 4465037 - 01/02/2025 - MKT. CITY
IRP NO. 477526 - NOV. 17, 2024 - PASIG CITY
2732 Ma. Aurora Street, Poblacion, Makati City

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