

**CONTRACT FOR THE SUPPLY AND DELIVERY OF
FURNITURE AND FIXTURES**

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into by and between the:

SEE MANUFACTURING CONTRACTOR, a business entity existing under the laws of the Republic of the Philippines with postal address at #155 Aurora Boulevard, San Juan City represented herein by **JOSE D. SEE**, hereinafter referred to as "**SEE MANUFACTURING CONTRACTOR**";

-and-

PHILIPPINE HEALTH INSURANCE CORPORATION, with postal address at Citystate Center Bldg., 709 Shaw Blvd., Pasig City, a government owned and controlled corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, represented in this act by Regional Vice President for PhilHealth Regional Office I, **RODOLFO B. DEL ROSARIO, JR.**, hereinafter referred to as "**PHILHEALTH**";

-Witnesseth-

WHEREAS, PHILHEALTH posted the Invitation to Bid for the Procurement of Furniture and Fixtures with an Approved Budget for the Contract in the amount of One million Sixty Five Thousand Pesos (P1,065,000.00) in the PhilGEPS, corporate website, and in conspicuous places at the premises of the PhilHealth Regional Office 1 continuously from November 26-December 2, 2012;

WHEREAS, a public bidding was held last December 17, 2012 for the Procurement of Furniture and Fixtures for PhilHealth Regional Office No. I, Dagupan City, per ITB No. 2012-008;

WHEREAS, the PRO 1 Bids and Awards Committee (PRO1-BAC) through BAC Resolution No. 043 series 2012 dated December 28, 2012 resolved and declared **SEE MANUFACTURING CONTRACTOR** as the bidder with the Single Calculated and Responsive Bid for the bidding on the Procurement of Furniture and Fixtures in accordance with the Implementing Rules and Regulations of Republic Act No 9184, otherwise known as the Government Procurement Reform Act;

WHEREAS, PHILHEALTH issued a Notice of Award dated December 28, 2012 to **SEE MANUFACTURING CONTRACTOR** and was received on January 2, 2013 in relation to said public bidding;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agreed and do hereby mutually agreed on the following terms and conditions, to wit:

ARTICLE I

OBLIGATIONS OF SEE MANUFACTURING CONTRACTOR

SEE MANUFACTURING CONTRACTOR shall deliver the following Furniture and Fixtures with a total cost of One Million Sixty Thousand Eight Hundred Sixty Four Pesos (P1,060,864.00), inclusive of all taxes, broken down as follows:

QTY	UNIT	ITEM DESCRIPTION	UNIT COST	CONTRACT PRICE
65	UNITS	STEEL RACK - 7 Layers/ open shelves, collapsible steel with iron grill on 3 sides	7,988.00	519,220.00
37	UNITS	TABLE- Clerical table for SG 17 and below, main Table W:1200 X D 600 X H 75) with side Table: W:900 x D 450 x H637	9,988.00	369,556.00

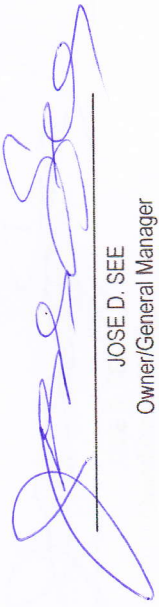
Witness

JOSE D. SEE
Owner/General Manager

JANE C. RAGOS
Fiscal Controller IV

RODOLFO B. DEL ROSARIO, JR.
OIC, Regional Vice President


Witness


JOSE D. SEE
Owner/General Manager

		ergonomic, Mobile Pedestal W 400 x D560 x H580 gray steel		
4	UNIT S	TABLE- Jr. Executive Table for SG 18-23, Main Table: W 1350 x D 700 x H 750 With: Side Table: W 900 x D 450 x H 637 Ergonomic, Mobile Pedestal W 400 x D 560 x H 580 Gray Steel	14,680.00	58,720.00
1	UNIT	TABLE-Conference Table, 10-16 Seater, Oval/Rectangular Type	13,980.00	13,980.00
5	UNIT S	TABLE- for computer, tower type steel framing, model: sigma C1188, with CPU bracket	2,000.00	10,000.00
18	UNIT S	CHAIR- Clerical for SG 17 and below ergonomic, midback without armrest	3,000.00	54,000.00
5	UNIT S	CHAIR-Junior Executive for SG 18-23, Ergonomic, Midback with armrest	3,680.00	18,400.00
1	SET	SOFA SET- 1 pc 3 seater, 2 pcs 1 seater, 1 pc center table	13,988.00	13,988.00
1	UNIT	CHAIR-Executive for SG 24-25, All ergonomic, mid-back, fully upholstered seat and back rest with rubber edging with armrest, U.S. fabric or its equivalent	3,000.00	3,000.00
TOTAL				1,060,864.000

SEE MANUFACTURING CONTRACTOR shall supply and deliver the above items within forty five (45) calendar days from receipt of Notice to Proceed and Contract in accordance with the date, place, quantity and all agreements as provided in the Technical Specifications for Furniture and Fixtures and made an integral part of this contract.

**ARTICLE II
WARRANTY**

In order to assure that defects shall be corrected during the one (1) year warranty period, a warranty security shall be required from **SEE MANUFACTURING CONTRACTOR**. The obligation for the warranty shall be covered by either a retention money or a special bank guarantee in an amount equivalent to at least ten percent (10%) of the contract price. The said amount shall only be released after one (1) year as stipulated in the bidding documents.

**ARTICLE III
PERFORMANCE SECURITY**

To guarantee the faithful performance by **SEE MANUFACTURING CONTRACTOR** of its obligations under the contract in accordance with the Bidding Documents, it shall post a performance security prior to signing of this contract. The performance security shall be in the amount equal to a percentage of the total contract price in accordance with the following schedule:

Forms of Security	Minimum Amount in % of Total Contract Price
Cash or cashier's/manager's check, bank guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank.	Five Percent (5%) [P53,043.20]
Surety Bond callable upon demand	Thirty Percent (30%) [P318,259.20]
Any combination of the foregoing	Proportionate to share of form with respect to total amount of security


JANE C. RAGOS
Fiscal Controller IV


RODOLFO B. DEL ROSARIO, JR.
OIC, Regional Vice President

The Performance Security serves as a guarantee for the payment of any claim made by **PHILHEALTH** for losses, liability, injury or damage arising from or growing out of **SEE MANUFACTURING CONTRACTOR'S** obligations and undertaking assumed and agreed to by the parties hereunder, such bond be and to remain in force until the period of prescription provided by law for filing such claim(s) or loss, liability, injury or damage shall have lapsed. Provided however, that if any claim for any of the foregoing has been filed within the said period, then in any case, said bond shall continue.

In the execution of the Performance Security, it shall at least be co-terminus with the final completion of the contract and shall be released by **PHILHEALTH** after the complete delivery, installation and functionality of the furniture and fixtures are established.

ARTICLE IV OBLIGATIONS OF PHILHEALTH

PHILHEALTH shall pay **SEE MANUFACTURING CONTRACTOR** the sum of **One Million Sixty Thousand Eight Hundred Sixty Four Pesos (P1,060,864.00)**, after complete delivery to and acceptance as to quantity and technical specifications by **PHILHEALTH** of all items enumerated in Article I, provided that withholding and other applicable taxes shall be deducted there from and remitted directly to the Bureau of Internal Revenue.

ARTICLE V BREACH OF CONTRACT

Breach of any of the terms and conditions stipulated herein shall cause the cancellation of this contract and the guilty party shall be liable for damages, attorney's fees and cost of suit. Additionally, if the guilty party is **SEE MANUFACTURING CONTRACTOR**, it shall also cause the forfeiture of its performance security in favor of the government, without prejudice to the availment of other legal remedies available under the premises. Any suit arising under this contract shall be lodged to the proper courts in Dagupan City to the exclusion of other courts.

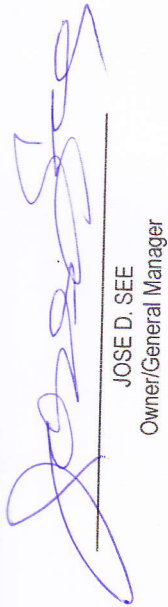
Breach of Article I, paragraph 1, shall give **PHILHEALTH** the option to rescind this contract and both parties shall be obliged to return what has been received pursuant to this contract. **PHILHEALTH** shall exercise its option within thirty (30) days from occurrence of the breach otherwise it shall be deemed as waived.

ARTICLE VI LIQUIDATED DAMAGES

In case/s when **SEE MANUFACTURING CONTRACTOR** fails to satisfactorily deliver the items in Article I within specified delivery schedule which is forty five (45) calendar days from receipt of Notice to Proceed and Contract, inclusive of duly granted time extensions, if any, **SEE MANUFACTURING CONTRACTOR** shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, or by way of penalty, an amount equal to one tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned.

PHILHEALTH need not prove that it has incurred damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to **SEE MANUFACTURING CONTRACTOR** or collected from any securities or warranties posted by **SEE MANUFACTURING CONTRACTOR**, whichever is convenient to **PHILHEALTH**. In no case shall the total sum of liquidated damages exceed fifteen percent (15%) of the total contract price, in which event the procuring entity concerned shall automatically terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid.


Witness


JOSE D. SEE
Owner/General Manager


JANE C. RAGOS
Fiscal Controller IV


RODOLFO B. DEL ROSARIO, JR.
OIC, Regional Vice President

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

The ~~Technical Specifications~~, Bid Documents, Bid Bulletin, Abstract of Bid and other related issuances and the Bid Proposals shall form an integral part of this contract.

Amendment or revision of any provision herein found shall be given effect upon mutual agreement in writing and approval of both parties.

**ARTICLE VIII
SEPARABILITY CLAUSE**

If any paragraph, sub-paragraph or part of this contract is declared contrary to law, public policy or otherwise declared invalid, such shall not affect the other paragraphs, sub paragraphs or parts of said contract.

**ARTICLE IX
EFFECTIVITY**

This contract shall take effect immediately upon signing hereof.

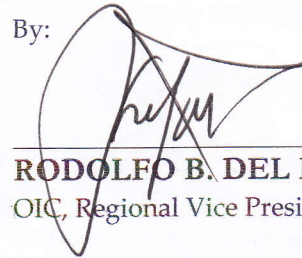
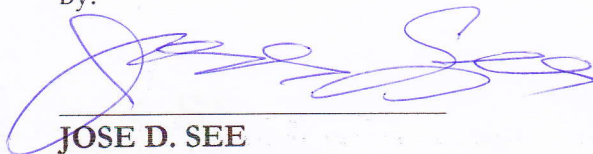
IN WITNESS WHEREOF, the parties hereto have signed on this February 5, 2013 2012 at Dagupan City, Pangasinan, Philippines.

SEE MANUFACTURING CONTRACTOR

PHILIPPINE HEALTH INSURANCE CORPORATION

By:

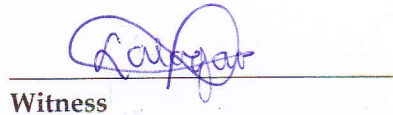
By:



JOSE D. SEE
Owner/General Manager

RODOLFO B. DEL ROSARIO, JR.
OIC, Regional Vice President

Signed in the presence of:



Witness



JANE C. RAGOS
Fiscal Controller IV

ACKNOWLEDGMENT

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

CITY OF DAGUPAN FEB 07 2013 day of

BEFORE ME, a Notary Public for and in the _____, 2012 personally appeared:

Name	ID No.	Date of Issue/Type
JOSE D. SEE	TIN <u>244-362-034</u>	<u>June 16, 2006 / BIR</u>
RODOLFO B. DEL ROSARIO, JR	<u>10029999</u>	<u>PhilHealth Company ID</u>

Who are known to me and to me known to be the same parties who executed foregoing Contract for the Supply and Delivery of Furniture and Fixtures and acknowledged that the same is their free act and deed and that of the enterprise and corporation being represented. This instrument consisting of five (5) pages including this page on which this acknowledgement 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.

Notary Public

ATTY. ALEX NORMAN B. LOMBOY
Notary Public
until December 31, 2013
IDP Life No. 09230 Roll No. 58072
124 A.B. Fernandez Ave., Dagupan City
PTR No. 0494210 Dagupan City 1/02/13

Doc. No. 525
Page No. 106
Book No. X
Series of ~~2012~~ 2013.

JANE C. RAGOS
Fiscal Controller IV

RODOLFO B. DEL ROSARIO, JR.
OIC, Regional Vice President

JOSE D. SEE
Owner/General Manager

Witness

REPLY AND DELIVERY OF
AND FIXTURES

