

CONTRACT FOR CY 2012 2nd QTR COMMON OFFICE SUPPLIES

This Contract is made and entered into on _____ by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION - REGIONAL OFFICE VI with business address at Majestic Building, No. 15 J. De Leon St., Iloilo City, herein represented by its Regional Vice-President, **DENNIS S. MAS, PhD URP**, and hereinafter referred to as "**PHILHEALTH**", and

APSTAR TRADER & PRINTER with business address at Valeria St., Iloilo City, Iloilo, herein represented by its Manager/Owner, **MR. EDUARDO L. APOSTOL**, and hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

WHEREAS, PHILHEALTH invited Bids for certain goods and ancillary services, viz., **CY 2012 2nd Quarter Common Office Supplies** and has accepted the Bid by **Apstar Trader & Printer** for the supply of those goods in the sum of **SEVEN HUNDRED FIFTY EIGHT THOUSAND SEVEN HUNDRED ONE PESOS and 50/100 (PHP 758,701.50)** 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. The Bid Form and the Price Schedule submitted by the Bidder;
 - b. The Schedule of Requirements;
 - c. The Technical Specifications;
 - d. The Terms of Reference and its Supplemental Bid Bulletin;
 - e. The General Conditions of Contract;
 - f. The Special Conditions of Contract; and
 - g. The Entity's Notification of Award.
3. In consideration of the payments to be made by **PHILHEALTH** to the "**SUPPLIER**" as hereinafter mentioned, the "**SUPPLIER**" hereby covenants with **PHILHEALTH** to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. **PHILHEALTH** hereby covenants to pay the "**SUPPLIER**" in consideration of the delivery of the CY 2012 2nd Quarter Common Office Supplies 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. **PHILHEALTH** shall impose a penalty in the amount equivalent to 1/10 of 1 percent of the value of the undelivered CY 2012 2nd Quarter Common Office Supplies for each day of the delay as liquidated damages.
6. **PHILHEALTH** shall hold ten percent (10%) of the total contract price as retention money or as obligation for the "Warranty" in an amount equivalent to Seventy Five Thousand Eight Hundred Seventy Pesos and 15/100 (Php 75,870.15). Said amount shall only be released after the lapse of the warranty period as required under Section 62 (Warranty) of the IRR of RA 9184. Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under this Agreement have been fully met. Provided further, that the "**SUPPLIER**" may opt to post a special bank guarantee to at least ten percent (10%) of the total contract price. The said special bank guarantee shall have a validity period covering the whole duration of the warranty period of three (3) months.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year written on the first page hereof.

APSTAR TRADER & PRINTER

By:

MR. EDUARDO L. APOSTOL

Manager/Owner

PHILIPPINE HEALTH INSURANCE CORPORATION

By:

DENNIS S. MAS, PhD URP

Regional Vice-President

Signed in the Presence of:

JEIJEN ROSE V. CHU-GAVINO

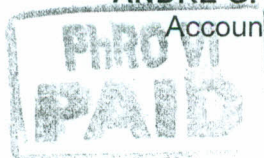
Fiscal Controller IV

MARJORIE A. CABRIETO

Division Chief – MSD

ANDRE G. POLBO, JR.

Accounting Staff



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF ILOILO) S.S.

BEFORE ME, a Notary Public for and in the City and Province of LOILO CITY, this _____ day of SEP 04 2012, personally appeared:

Competent Evidence of Identity

Issued on/Issue at

MR. EDUARDO L. APOSTOL PHIC I-D No. 11-02502874-2-9

Iloilo City

MR. DENNIS S. MAS, PhD URP PHIC I.D. No. 100-83-00

Pasig, City

with her competent evidence of identity indicated above known to me and to me known to be the same person who executed the foregoing Contract consisting of two (2) pages including the page on which this acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereof and sealed with my notarial seal and they acknowledged to me that the same are their free voluntary act and deed and of the entities they respectively represent

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Book No. 1 ;

Series of 2012.

ATTY. RHON LOUISE B. BELGIRA

UNTI DECISION 31 2013

Notary Public

AT ILOILO CITY ON 03-27-12

BP NO. 09150

AT ILOILO CITY ON 03-19-12

ATTORNEY'S HALL NO. 60308

TIN NO. 941-240-174