

## CONTRACT FOR CY 2012 3<sup>rd</sup> QUARTER COMMON COMPUTER SUPPLIES

This Contract is made and entered into on SEP 06 2012 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

**HLYC Trading** with business address at 1133 E Aguilar St., Santa Cruz NCR, City of Manila, First District, herein represented by its proprietor, **MR. HOMER AVELLANEDA CONCHADA**, and hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

**WHEREAS, PHILHEALTH** invited Bids for certain goods and ancillary services, viz., **CY 2012 3<sup>rd</sup> Quarter Common Computer Supplies** and has accepted the Bid by **HLYC Trading** for the supply of those goods in the sum of **SIX HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED SIXTY THREE PESOS (PHP 685,563.00)** 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. 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 3<sup>rd</sup> Quarter Common Computer 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 3<sup>rd</sup> Quarter Common Computer 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 Sixty Eight Thousand Five Hundred Fifty Six Pesos and 30/100 (Php 68,556.30). 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.

HLYC Trading

By:

HOMER A. CONCHADA  
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

LANI A. ESPIRITU  
Account Executive/HLYC

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City and Province of MANILA, this  
day of SEP 06 2012, personally appeared:

Competent Evidence of Identity

Issued on/Issue at

MR. HOMER A CONCHADA 4458107-4231626-6

Manila

MR. DENNIS S. MAS, PhD URP PHIC I.D. No. 100-296-98

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

Doc. No. 337;  
Page No. 68;  
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Series of 2012.

Ronald C. Ching  
ATTY. RONALD C. CHING  
NOTARY PUBLIC - CITY OF MANILA  
ADMIN. NO. 100-296-98  
NO 541-100-296-98  
IEF NO 100-296-98  
PTR NO 100-296-98  
MCLE COMPL. ANNE 100-296-98