

Contract Agreement

THIS AGREEMENT made this 29th day of November 2012 between **PHILIPPINE HEALTH INSURANCE CORPORATION (PHIC) REGIONAL OFFICE 8** of the Philippines (hereinafter called "the Entity") of the one part and **PRECISION BLACK TONER, INC.** located at Unit A4, 4th Floor Marvin Plaza, Don Chino Roces, Makati City, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for the Supply of Toners (ITB 12-08-22) as follows:

Item No.	Product Description	Qty	Unit Price	Total Price
1	TONER CARTRIDGE, for HP Laserjet Printer 3015 Model: 55A	106 cartridges	7,200.00	763,200.00
2	TONER CARTRIDGE, For HP Laserjet Printer 4250 Model: 42A	6 cartridges	6,990.00	41,940.00
3				
4				
5				
	TOTAL PROJECT COST			P805,140.00

WHEREAS the Supplier is willing and capable to supply and deliver all of the above-mentioned Toners;

WHEREAS, the Entity has accepted a Bid by the Supplier for the supply of those goods in the sum of **EIGHT HUNDRED FIVE THOUSAND ONE HUNDRED FORTY PESOS (P805,140.00)** (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 General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services **within 15 days upon receipt of the Notice to Proceed** and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier 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. As per Section 62 (Warranty) of the RIRR of R.A. 9184, to assure that manufacturing defects shall be corrected by the supplier, a **warranty security** shall be required from the contract awardee **for a minimum period of three (3) months in the case of Expendable Supplies**, or a minimum of one (1) year, in the case of Non-Expendable Supplies, after acceptance by the procuring entity of the delivered supplies. The warranty shall be covered by either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price.
6. The Entity will also apply a penalty as provided for in R.A. 9184 **for delayed delivery** as specified below:

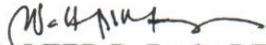

The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion/undelivered goods for every day of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.

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.


**PHILIPPINE HEALTH INSURANCE
CORPORATION (PHIC)
REGIONAL OFFICE 8**

By:


Mr. WALTER R. BACAREZA
Regional Vice President 

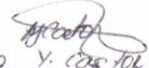
**PRECISION BLACK TONER,
INC.**

By:


MS. JEAN V. NABUA
Authorized Representative

SIGNED IN THE PRESENCE OF:

RIC WESLEY CARILLO
(Print Name & Signature)


The Hon. Y. Carillo
(Print Name & Signature)

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Tacloban) s.s.

BEFORE ME, this _____ day of **DEC 03 2012**, 2012, in the **CITY OF MAKATI**, Province of Leyte, Philippines, personally appeared WALTER R. BACAREZA, Regional Vice President of PhilHealth Regional Office VIII and MS. JEAN V. NABUA, Authorized Representative of PRECISION BLACK TONER, INC. with Community Tax Certificate **SSS#021713171** issued at Quezon City on _____, and Community Tax Certificate **00176983** issued at Makati City on Jan.05, 2012, respectively, known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same are their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hands and affixed my notarial seal on the day, year and place above written.

ATTY. GERVACIO B. ORTIZ JR.

Until December 31, 2012

Notary Public City of Makati

IBP NO. 656155-Lifetime Member

MCLE Compliance No. III-0014282

Appointment No. M-149-(2011-2012)

PTR No. 3173160 Jan. 2, 2012

Makati City Roll No. 40091

101 Urban Ave., Brgy. Pio del Pilar, Makati City

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