

## Contract Agreement

THIS AGREEMENT made this 24<sup>th</sup> day of February 2012 between **PHILIPPINE HEALTH INSURANCE CORPORATION (PHIC) REGIONAL OFFICE 8** of the Philippines (hereinafter called "the Entity") of the one part and **ELECTROCOMPUTER DATA SYSTEM** located at 88 P. Zamora St., Tacloban City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for the Supply of Various Office Equipment (ITB 11-09-14) Lots 2 & 3 as follows:

Item No.	Product Description	Qty	Unit Price	Total Price
<b>LOT 2 Furniture &amp; Fixtures</b>				
1	WHITE BOARD - Plain, 6x4 with stand and roller magnetic	1 pc	5,880.00	P5,880.00
2	CORRBOARD with stand & roller	3 pcs	2,800.00	P8,400.00
3	MONOBLOCK CHAIRS, green color	40 pcs	560.00	P22,400.00
	<b>TOTAL PROJECT COST for LOT 2</b>			<b>P36,680.00</b>
<b>LOT 3 Communication and Documentation Equipment</b>				
1	FACSIMILE MACHINE, plain paper toner-type, laser printing high-end (scanner-copier-printer)	5 units	12,800.00	P64,000.00
2	CAMERA, digital, 8.0 megapixel, 4X optical zoom, 16x combined digital zoom, 2.5" LCD, 1GB SD accessories: wrist strap, AV cable, 16 MB memory card	1 unit	17,880.00	P17,880.00
3	High-end Video camera, MPEG, DCR-SX43 = P18,995.00 per unit x 1 unit	1 unit	18,995.00	P18,995.00
	<b>TOTAL PROJECT COST for LOT 3</b>			<b>P100,875.00</b>
	<b>TOTAL PROJECT COST FOR LOTS 2 &amp; 3</b>			<b>P137,555.00</b>

WHEREAS the Supplier is willing and capable to supply and deliver all of the above-mentioned furniture, communication and documentation equipment;

WHEREAS, the Entity has accepted a Bid by the Supplier for the supply of those goods in the sum of **ONE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED FIFTY FIVE PESOS (P137,555.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - the Bid Form and the Price Schedule submitted by the Bidder;
  - the Schedule of Requirements;
  - the Technical Specifications;
  - the General Conditions of Contract;
  - the Special Conditions of Contract; and

### (f) the Entity's Notification of Award.

- 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 **30 days upon receipt of the Notice to Proceed** and to remedy defects therein in conformity in all respects with the provisions of the Contract

- 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.

- 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.

- 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: \_\_\_\_\_

**ATTY. JERRY F. IBAY**  
Regional Vice President

**ELECTROCOMPUTER DATA SYSTEM**  
By: \_\_\_\_\_  
**EDDIE S. UY**  
Proprietor

SIGNED IN THE PRESENCE OF:

MELANI L. CAHAYAG  
(Print Name & Signature)

[Signature]  
(Print Name & Signature)

ACKNOWLEDGEMENT

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

BEFORE ME, this 5 day of March, 2014 in the City of Tacloban,  
Province of Leyte, Philippines, personally appeared ATTY. JERRY F. IBAY, Regional Vice  
President of PhilHealth Regional Office VII and EDDIE S. UY, Proprietor of  
ElectroComputer Data System with Community Tax Certificate \_\_\_\_\_ issued at  
\_\_\_\_\_ on \_\_\_\_\_, and Community Tax Certificate \_\_\_\_\_ issued at  
\_\_\_\_\_ 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 hand and affixed my notarial seal  
on the day, year and place above written.

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Series of 2014

[Signature]  
NOTARY PUBLIC  
JERRY F. IBAY, JR.  
PTR NO. 0126015000 JAN 2, 2012 TAC. CITY  
IBP NO. 808918 JAN 2, 2012 TAC. CITY  
ROLL NO. 54843  
COLES & TY LAW FIRM  
240 P. BURGOS ST., TAC. CITY