

CONTRACT FOR THE SUPPLY AND DELIVERY OF COMPUTERS

Witness

KNOW ALL MEN BY THESE PRESENTS:

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

PC CARTEL COMPUTER SALES, a business entity existing under the laws of the Republic of the Philippines with postal address at Ground Floor Hufana Building, Arellano Street, Dagupan City herein by its Owner, **GILBERT B. BENCITO**, hereinafter referred to as "**PC CARTEL COMPUTER SALES**";

-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 Area Vice President for Northern and Central Luzon and Concurrent Regional Vice President for PhilHealth Regional Office I, **DANIEL F. DE LEON**, hereinafter referred to as "**PHILHEALTH**";

-Witnesseth-

WHEREAS, **PHILHEALTH** posted the Invitation to Bid for the **Procurement of One (1) Lot Computers** with an Approved Budget for the Contract in the amount of **Two Million Six Hundred Twenty Thousand Pesos (P2,620,000)** in the PhilGEPS, Corporate Website and in conspicuous places at the premises of the PhilHealth Regional Office 1 continuously from June 19-25, 2012;

WHEREAS, a public bidding was held last July 9, 2012 for the Procurement of One (1) Lot Computers for PhilHealth Regional Office No. I, Dagupan City, per ITB No. 2012-003;

WHEREAS, the PRO 1 Bids and Awards Committee (PRO1-BAC) through BAC Resolution No. 21, series 2012 dated July 16, 2012, resolved and declared **PC CARTEL COMPUTER SALES** as the bidder with the Single Calculated and Responsive Bid for the bidding on the Procurement of One (1) Lot Computers 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 July 17, 2012 to and was received on July 24, 2012 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 PC CARTEL COMPUTER SALES

PC CARTEL COMPUTER SALES shall deliver the following Printers with a total cost of **Two Million Six hundred Nineteen Thousand One Hundred Ninety Pesos (P2,619,190.00)**, inclusive of all taxes, broken down as follows:

Item No.	Qty	Unit	Item	Item Specification	Contract Price
1	41	units	computer	DESKTOP PERSONAL COMPUTER W/ UC MONITOR FOR IT APPLICATIONS USE	P2,459,590.00
2	2	units	computer	LAPTOP, STANDARD	79,800.00
3	2	units	computer	THIN CLIENT, 1GHZ, 1 GB, 32 MB VIDEO CARD, WIFI READY, 17 WIDESCREEN LCD	79,800.00
	45	units	computer	TOTAL	P2,619,190.00

GILBERT B. BENCITO
Owner

DEXTER L. MEJIA
Special Investigator II

JANE V. RAGOS
Fiscal Controller IV

DANIEL F. DE LEON
Area VP-Northern & Central Luzon
Concurrent Regional Vice President, PRO 1

PC CARTEL COMPUTER SALES shall supply and deliver the above items within forty five (45) calendar days from receipt of Notice to Proceed or Contract in accordance with the date, place, quantity and all agreements as provided in the Technical Specifications for Printer, a copy of which is hereto attached as Annex "A", 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 PC CARTEL COMPUTER SALES. 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 PC CARTEL COMPUTER SALES 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%) = [P130,959.50]
Surety Bond callable upon demand	Thirty Percent (30%) = [P785,757.00]
Any combination of the foregoing	Proportionate to share of form with respect to total amount of security

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 PC CARTEL COMPUTER SALES 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 computers are established.

ARTICLE IV OBLIGATIONS OF PHILHEALTH

PHILHEALTH shall pay PC CARTEL COMPUTER SALES the sum of TWO MILLION SIX HUNDRED NINETEEN THOUSAND SIX HUNDRED NINETY PESOS (P2,619,690.00), 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 therefrom and remitted directly to the Bureau of Internal Revenue.

Witness

GILBERT B. BENCITO
Owner

DEXTER L. MEJIA
Special Investigator II

JANE C. RAGOS
Fiscal Controller IV

DANIEL F. DE LEON
Area VP-Northern & Central Luzon
Concurrent Regional Vice President, PRO 1

**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 **PC CARTEL COMPUTER SALES**, 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.

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 **PC CARTEL COMPUTER SALES** 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 or Contract, inclusive of duly granted time extensions, if any, **PC CARTEL COMPUTER SALES** 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 **PC CARTEL COMPUTER SALES** or collected from any securities or warranties posted by **PC CARTEL COMPUTER SALES**, 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.

**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.

Witness

GILBERT B. BENCITO
Owner

DEXTER L. MEJIA
Special Investigator II

JANE C. PAGOS
Fiscal Controller IV

DANIEL F. DE LEON
Area VP-Northern & Central Luzon
Concurrent Regional Vice
President, PRC 1

IN WITNESS WHEREOF, the parties hereto have signed on this 14th day of August 2012 at Dagupan City, Pangasinan, Philippines.

PC CARTEL COMPUTER SALES

By:

GILBERT B. BENCITO
Owner

PHILIPPINE HEALTH INSURANCE CORPORATION

By:

DANIEL F. DE LEON
Area VP, Northern and Central Luzon
Concurrent Regional Vice President

Signed in the presence of:

DEXTER L. MEJIA
Special Investigator II

JANE C. RAGOS
Fiscal Controller IV

Witness

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the CITY OF DAGUPAN, this AUG 27 2012, 2012 personally appeared:

Name	ID No.	Date of Issue/Type
<u>GILBERT B. BENCITO</u>	<u>FIREARM LICENSE # 9863 6211837286</u>	
<u>DANIEL F. DE LEON</u>	<u>10002397</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 Computer Units and acknowledged that the same is their free act and deed and that of the enterprise and corporation being represented. This instrument consisting of four (4) 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.

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Book No. IX
Series of 2012

Notary Public
ATTY. ALEX NORMAN B. LOMBOY
Notary Public
until December 31, 2013
IDP No. 09230 Seal No. 56072
124 A.B. Fernandez Ave., Dagupan City
PTR No. 6417321 Dagupan City 1/03/12