

CONTRACT FOR IT EQUIPMENT AND SOFTWARE

This Contract is made and entered into on AUG 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., **IT Equipment and Software** and has accepted the Bid by **HLYC Trading** for the supply of these goods in the sum of **Three Million Four Hundred Eleven Thousand Eight Hundred Fifty Six Pesos (PHP 3,411,856.00)** 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, "**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 "**SUPPLIER**" in consideration of the delivery of the IT Equipment and Software 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 IT Equipment and Software 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 Three Hundred Forty One Thousand One Hundred Eighty Five Pesos and 60/100 (Php 341,185.60). 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 "**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) years.

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
General Manager

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


LANI A. ESPIRITU
Account Executive/HLYC


MARJORIE A. CABRIETO
Division Chief - MSD

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF **MANILA**) S.S.

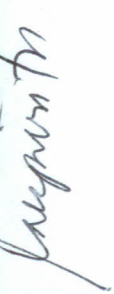

BEFORE ME, a Notary Public for and in the City and Province of **MANILA**, this _____ day of _____, personally appeared:


Competent Evidence of Identity Issued on/Issue at

MR. DENNIS S. MAS PHIC I.D. No. 100-853-00 Pasig, City

MR. HOMER A CONCHADA Drivers License # **MANILA**
N01-07-04140

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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NOTARY PUBLIC
ATTY. RONALD C. CHUNG
NOTARY PUBLIC-CITY OF MANILA
ADMIN. NO. 001-005- 0711 DEC. 31, 2012
RJ-L NO. 54279
NO. 945 CENAVIDEZ ST. BINANGAL, MANILA
URP NO. 814212/12-28-2011 MANILA
PTR NO. MIA.0314224/12-19-2011 MIA.
MCLE COMPLIANCE NO. 111-0016300