

**CONTRACT FOR THE SUPPLY AND DELIVERY
OF BULK PURCHASE OF VARIOUS IT EQUIPMENT**

1204037

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation created pursuant to Republic Act No. 7875, with regional office at the G/F Lynzee's Building, 766 J. Rosales Avenue, Butuan City, represented by **JOHNNY Y. SYCHUA**, Regional Vice President hereinafter referred to as "**OBLIGEE**",

and

COLUMBIA COMPUTER CENTER-Butuan Branch, an incorporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with address at NB Building, Ochoa Ave., Butuan City represented by **DAVID L. BARCELO** as Branch Manager, hereinafter referred to as the "**OBLIGOR**".

WITNESSETH

WHEREAS, a public bidding was held in G/F Lynzee's Building J. Rosales Ave., Butuan City for the Public Bidding for Bulk Purchase of Various IT Equipment (Lot 1 and Lot 2);

WHEREAS, the **OBLIGOR** bid proposal on Public Bidding for Bulk Purchase of Various IT Equipment for Lot 1 and Lot 2 was adjudged as the most advantageous and favorable to PhilHealth-Caraga based on the consolidated technical and financial evaluation of all received bids. A copy of post qualification evaluation report is hereto attached as Annex "B" and made an integral part of this contract;

WHEREAS, **OBLIGEE** issued a Notice of Award dated February 3, 2012 to **OBLIGOR** as the winning proponent in the recently concluded bidding process;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree, on the following terms and conditions, to wit:

ARTICLE I

OBLIGATIONS OF OBLIGOR

1. Deliver the following Public Bidding for the Bulk Purchase of Various IT Equipment for Lot 1 and Lot 2 at the grand total cost of **Four Hundred Forty One Thousand One Hundred Thirty Seven Pesos Only (P 441,137.00)**, inclusive of all taxes, broken down as follows:

Qty	Units	Item	Price per unit	Total Price
LOT 1				
1	unit	Document Scanner with bundled software	92,000.00	92,000.00
LOT 2				
2	units	Dot Matrix Printer	44,045.00	88,090.00
4	units	Desktop Personal Computer with UPS, Standard	47,944.00	191,776.00
1	unit	Laptop	69,271.00	69,271.00
GRAND TOTAL				441,137.00

In accordance with the date, place, quantity and all agreements as provided in the Instruction to Bidder (ITB) for Public Bidding of Bulk Purchase of Various IT Equipment (Lot 1 and Lot 2), a copy of which is hereto attached as Annex "C", and made an integral part of this contract.

2. Warrant the following:

- 2.1 That the items or equipment delivered are compliant to the required specification/s as stated under the financial and the technical proposals. During the inspection, if the item/s will not comply with

Internal Revenue and to Butuan City Treasurer's Office. Items which will be subsequently rejected by **OBLIGEE** due to technical deficiency and will not be willingly replaced by the supplier shall not be paid by **OBLIGEE**.

ARTICLE IV BREACH OF CONTRACT

Breach of any of the terms and conditions 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 **OBLIGOR**, it shall also cause the forfeiture of its performance security in favor of the government, without prejudice to the availment by obligee of other legal remedies under the premises.

Breach of Article I, paragraphs 1 and 2 including its subparagraphs, shall give **OBLIGEE** the option to rescind this contract and both parties shall be obliged to return what has been received pursuant to this contract. **OBLIGEE** shall exercise its option within thirty (30) calendar days from occurrence of the breach otherwise it shall be deemed as waived.

ARTICLE V PENALTIES FOR LATE DELIVERY AND SERVICES

In case of delay in the delivery of the hardware and the services before the warranty lapses, **OBLIGOR** will pay a penalty equivalent to (0.1%) of the amount of the undelivered goods or delay on services (during the warranty period) per day of delay. The delivery and installation period to the **OBLIGEE** shall be within (30) thirty working days from the receipt of Notice to Proceed. The **OBLIGOR** can extend a maximum of ten (10) calendar days under the pains of liquidation damages to make good his delivery. Thereafter if the **OBLIGOR** has not completed delivery within the extended period, the undelivered balance shall be awarded to the next lowest and responsive bidder without prejudice to the imposition of the other sanctions as prescribed under RA 9184 and its IRR.

All deliveries by **OBLIGOR** shall be subject to inspection and acceptance by the PhRO-Caraga. Rejected deliveries shall be construed as non-delivery of product (s) so ordered and shall be subject to liquidated damages.

ARTICLE VI LIQUIDATED DAMAGES

In case/s when the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount at least equal to one-tenth (1/10) of one percent (0.1%) 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.

The procuring entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to the procuring entity concerned. In no case shall the total sum of liquidated damages exceed ten percent (10%) 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.

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ARTICLE VII
PERFORMANCE BOND

OBLIGOR hereby undertakes to furnish **OBLIGEE** a Performance Security in the form of surety bond guaranteed callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security in an amount equivalent to thirty percent (30%) of the total contract price or in the form of bank draft/guarantee or irrevocable letter of credit issued by a Universal or commercial bank in an amount equivalent to five percent (5%) of the total contract price or in the form of Cash or Cashier's/ Manager Check issued by a universal or commercial bank in an amount equivalent to five percent (5%) of the total contract price, as guarantee for the payment of any claim made by **OBLIGEE** for losses, liability, injury or damage arising from or growing out of supplies obligations under this contract, and for the faithful performance made by **OBLIGEE** of the covenants, obligations and undertaking assumed and agreed to by the parties hereunder, such bond to 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 such case, said bond should continue.

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.

ARTICLES IX
MISCELLANEOUS PROVISIONS

The Instruction to Bidders (ITB), Terms of Reference (TOR), the Bid Documents, Bid Bulletin and other related issuances and the Bid Proposal shall form an integral part of this contract.

Amendment or revision of any provision herein found shall be upon mutual agreement and approval of both parties.

ARTICLES X
EFFECTIVITY

This contract shall take effect immediately upon signing hereof.

PHIC-PRO CARAGA
Obligee

By:

JOHNNY Y. SYCHUA
Regional Vice President
CTC No. 00728854
Issued on January 18, 2012
Issued at Butuan City

COLUMBIA COMPUTER CENTER-Butuan Branch
Obligor

By:

DAVIDA BARCELO
Branch Manager
CTC No. 00740747
Issued on 22-2012
Issued at Butuan City

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Signed in the presence of:

JULIETA L. BARIQUIT
Fiscal Controller IV

ACKNOWLEDGEMENT

Republic of the Philippines }
City of Butuan } s.s.

BEFORE ME, this APR 19 2012 day of 2012, personally appeared the above – named persons known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and voluntary deed.

This instrument consisting of (5) pages, including this page on which acknowledgment is written has been signed by this parties and their instrumental witnesses on each and every page thereof and is referred to as a Contract for Bulk Purchase of Various IT Equipment.

WITNESS MY HAND AND SEAL, on the date and in the place above written.

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Page No. 14
Book No. 65411
Series of 2012.

DENNIS M. SACALA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2012
PTR NO. 0411012 01-02-2012-BTC
IDP NO. 636880 01-02-2012-BTC
CTS NO. 00710843 01-02-2012-BTC
TITLE COMPLIANCE NO. III-0045792
ISSUED ON 08-27-2010 AT PASIG CITY
TITLE COMPLIANCE NO. IV-0000337
ISSUED ON 08-27-2010 AT PASIG CITY
TIN: 922-239-702
ROLL NO. 45541

PAID

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