

CONTRACT FOR THE PROCUREMENT OF IT SUPPLIES

THIS CONTRACT/AGREEMENT is entered into by and between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation created and existing by virtue of R.A. 7875, otherwise known as the "National Insurance Act of 1995", with office address at EMDC Building, Francisco Q. Duque Jr. Road, Tapuac District, Dagupan City, represented herein by its Regional Vice President, **ELVIRA C. VER**, (hereinafter called "**PHILHEALTH**").

-and-

PC CARTEL COMPUTER SALES, a single proprietorship business entity, organized and registered with the Department of Trade and Industry under Certificate No. 00553551, issued on October 8, 2008 and existing under the laws of the Republic of the Philippines, with business address at Hufana Building, Arellano Street, Pantal, Dagupan City represented herein by its Owner/Manager, **GILBERT B. BENCITO**, (hereinafter called "**PC CARTEL**").

WHEREAS, **PHILHEALTH** invited Bids for the Procurement of First Quarter IT Supplies (BAC-RFQ No. 2013-004) and has accepted a Bid by **PC CARTEL COMPUTER SALES** for the supply of goods and services in the sum of **FIVE HUNDRED NINETY SEVEN THOUSAND EIGHT HUNDRED EIGHTY FIVE PESOS (P597,885.00)**, (hereinafter called the "Contract Price").

WITNESSETH:

1. In this Contract/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 formed part of this Contract/Agreement, viz.:
 - (a) the Notice of Award (Annex "A");
 - (b) the BAC Resolution No. 41 s. 2013 (Annex "B");
 - (c) the Price Quotation (Annex "C");
3. In consideration of the payments to be made by **PHILHEALTH** to **PC CARTEL** as hereinafter mentioned, **PC CARTEL** hereby covenants with **PHILHEALTH** to provide the goods and services and to warrant hidden defects therein in conformity with the provisions of the Contract;
4. **PHILHEALTH** hereby undertakes to pay **PC CARTEL** in consideration of the provision of the goods and services and provide remedies or replacements, if necessary, for hidden defects of the same, the Contract Price or such other sums as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

5. The contract price covers the costs of all deliverable Items and Services and includes all applicable taxes and duties in the Philippines, costs of importation, insurance, transportation and delivery at the time and to the locations specified but excludes any special handling or hosting charges which may be incurred at **PHILHEALTH's** site and which are for the account of **PHILHEALTH**;
6. The contract price covers all taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance and other charges which may be imposed on the Product by foreign and local authorities;

Within Forty Five (45) calendar days after complete delivery to and acceptance by **PHILHEALTH**, **PC CARTEL** shall submit the Statement or Billing of Account and other documentary requirements as may be required by the former as conditions for payment;

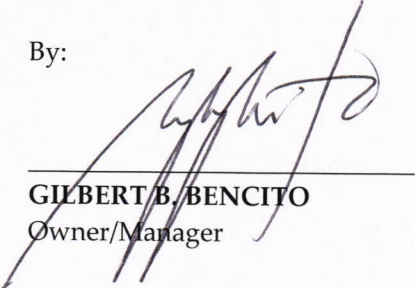
As an obligation for the warranty, **PHILHEALTH** shall withhold ten percent (10%) of the total contract price stated in the Whereas Clause hereof, amounting to **FIFTY NINE THOUSAND SEVEN HUNDRED EIGHTY EIGHT AND 50/100 PESOS (P59,778.50)** as retention money. The said amount shall only be released after the lapse of the one (1) year warranty period. **PC CARTEL** may opt to post a special bank guarantee equivalent to the same amount covering the said warranty period, in lieu of the said retention money;

7. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. 9184, shall form an integral part of the contract between the **PARTIES** hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day _____ 2013 at Dagupan City, Pangasinan, Philippines.

PC CARTEL COMPUTER SALES


By:



GILBERT B. BENCITO
Owner/Manager

PHILIPPINE HEALTH INSURANCE CORPORATION

By:



ELVIRA C. VER
Regional Vice President

Signed in the presence of:



Witness for PC CARTEL

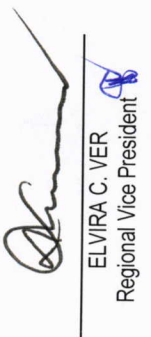


JANE C. RAGOS
Fiscal Controller IV


Witness for PC CARTEL


GILBERT B. BENCITO
Owner/Manager


JANE C. RAGOS
Fiscal Controller IV


ELVIRA C. VER
Regional Vice President

ACKNOWLEDGMENT

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

SEP 17 2013


BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of _____, 2013 personally appeared:

Name	ID No.	Date of Issue/Type
<u>GILBERT B. BENCITO</u>	<u>929-164-801-000</u>	<u>BIR-Tin</u>
<u>ELVIRA C. VER</u>	<u>10027098</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 Procurement of IT Supplies and acknowledged that the same is their free act and deed and that of the enterprise and corporation being represented. This instrument consisting of three (3) 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. XII
Series of 2013

Notary Public

ATTY. ALEX NORMAN B. LOMBOY
Notary Public
until December 31, 2013
IBP Life No. 09230 Roll No. 58072
124 A.B. Fernandez Ave., Dagupan City
PTR No. 0494210 Dagupan City 1/02/13