

**CONTRACT FOR THE SUPPLY AND DELIVERY  
OF IT EQUIPMENT**

**THIS AGREEMENT** made this MAR 14 2013 day of MARCH 2013 by and between

**LINK NETWORK SOLUTIONS, INC** with office address at G/F Matheus Building, Gen. Luna Street, Poblacion, Makati City, represented by **RHONIEL B. MAHUSAY**, herein referred to as the **SUPPLIER**.

and

**PHILIPPINE HEALTH INSURANCE CORPORATION, PHILHEALTH REGIONAL OFFICE IV-B**, a government owned and controlled corporation duly registered, organized and existing under Philippine laws with office address at Caedo Commercial Center, Calicanto, Batangas City, represented herein by its Regional Vice President, **PAOLO JOHANN C. PEREZ**, herein referred to as the **ENTITY**;

WHEREAS the **ENTITY**, through Philhealth Regional Office IV-B Bids and Awards Committee, invited Bids for certain goods and ancillary services, viz., **SUPPLY AND DELIVERY OF IT EQUIPMENT** and has accepted a Bid by the **SUPPLIER** for the supply of those goods and services in the sum of **ONE MILLION ONE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED PESOS (Php 1,124,500.00)** (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in Republic Act 9184 (Government Procurement Reform Act of 2003) and its Implementing Rules and Regulations as well as in the Bid documents relative to the public bidding that lead to the award of this contract;
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 General as well as the Special Conditions set forth in the bid document;
  - (e) The Bid Bulletin No. 2012-01; and
  - (f) The **ENTITY**'s Notification of award
3. 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 and remedy defects therein in conformity in all respects with the provisions of the Contract;
4. 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, the same being **inclusive of all government required fees and taxes**, 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. The **SUPPLIER** hereby undertakes to furnish the client a Performance Bond amounting to five percent (5%) for cash or check, or ten percent (10%) for bank guarantee, or thirty percent (30%) for Surety Bond of the total contract price, which may be increased whenever the requirements of the **ENTITY** also increases, as guarantee for the payment of any claim made by the **ENTITY** of losses, liability, injury or damage arising from or growing out of the **SUPPLIER**'s operations under

this contract, and for the faithful performance made by the **SUPPLIER** of the covenants, obligations and undertakings 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 the filling of such claim 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 same period, then in any such case, said bond shall continue;

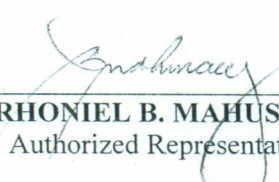
6. In case any provision or stipulations hereof is declared invalid, null and void or contrary to law, rules and regulations, the unaffected portion shall remain valid and effective.

**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.

**LINK NETWORK SOLUTION, INC**  
(Supplier)

**PHILHEALTH REGIONAL  
OFFICE IV-B  
(PHIC) (Entity)**

By:

  
**RHONIEL B. MAHUSAY**  
Authorized Representative

By:

  
**PAOLO JOHANN C. PEREZ**  
Regional Vice President, PRO IV-B

**SIGNED IN THE PRESENCE OF:**

**ANTONIA RUTH R. MACATANGAY**  
Administrative Officer II  
OIC, Administration Section

  
**CATALINA R. AMATUS**  
Fiscal Controller IV  
Certified Funds Available

**ACKNOWLEDGMENT**

Republic of the Philippines }  
**MAKATI CITY** } S.S.

**BEFORE ME** personally appeared on this 11 day of MAR 11 4 2013 2013,  
at MAKATI CITY, Philippines.

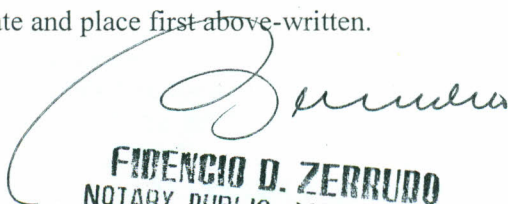
**PAOLO JOHANN C. PEREZ**  
**RHONIEL B. MAHUSAY**

Driver's License # NOI-78-069105

Known to me and to me known to be the same persons who executed the foregoing instrument consisting of two (2) pages including the page on which this acknowledgment is written and acknowledge to me that the same is their true and lawful act and deed.

**WITNESS MY HAND AND SEAL** on the date and place first above-written.

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Page No. 31  
Book No. 152  
Series of 2013

  
**FIDENCIO D. ZERRUDO**  
NOTARY PUBLIC, MAKATI CITY  
UNTIL DECEMBER 31, 2013  
ROLL NO. 11410  
PTR NO. 2123439  
IBP NO. 796727