

**CONTRACT FOR THE PROCUREMENT OF 3rd QUARTER
IT SUPPLIES**

THIS CONTRACT 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**").

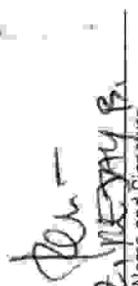
-and-

PC CARTEL COMPUTER SALES, a single proprietorship business entity, organized, and registered with the Department of Trade and Industry under Certificate No. 02190861, issued on October 10, 2013 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**").

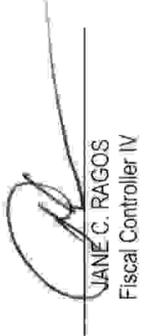
WHEREAS, **PHILHEALTH** invited Bids for the **Procurement of Third Quarter IT Supplies (ITB No. 2014-003)** and has accepted a Bid by **PC CARTEL COMPUTER SALES** for the supply of goods and services in the sum of **SEVEN HUNDRED THIRTY NINE THOUSAND ONE HUNDRED EIGHT AND 20/100 PESOS (P739,198.20)**(hereinafter called the "Contract Price").

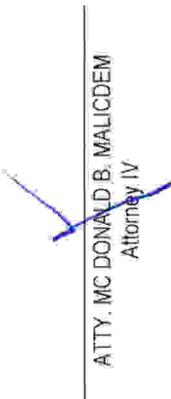
WITNESSETH:

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 form part of this Contract/Agreement, viz.:
 - (a) the Notice of Award (Annex "A");
 - (b) the BAC Resolution No. 20 s. 2014 (Annex "B");
 - (c) the Financial Bid Form and Bill of Quantities (Annex "C");
 - (d) the Schedule of Requirements (Annex "D");
 - (e) the Technical Specifications (Annex "E");
 - (f) the Supplemental/Bid Bulletin (Annex "F");
 - (g) the General Conditions of the Contract (Annex "G");
 - (h) the Special Conditions of the Contract (Annex "H"); and
 - (i) the Performance Bond (Annex "I")
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 for replacements, if necessary, or hidden defects of the same, the Contract Price 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


Name and Signature
Witness for PC CARTEL


GILBERT B. BENCITO
Proprietor


JANE C. RAGOS
Fiscal Controller IV


ATTY. MC DONALD B. MALICDEM
Attorney IV


CYNTHIA S. SANTOS
Division Chief IV


ELVIRA C. VER
Regional Vice President

any special handling or hosting charges which may be incurred at **PHILHEALTH's** site and which are for the account of **PHILHEALTH**;

- 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 **SEVENTY THREE THOUSAND NINE HUNDRED NINETEEN AND 82/100 PESOS (P73,919.82)** 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;

- Each contracting party may seek judicial relief in case of breach of the terms and conditions laid down in this contract, or in the alternative, pre-terminate this contract upon prior notice of at least 5 days on the basis of a just cause for violation of the herein agreed terms and other pertinent provisions of R.A. 9184 in connection to government contracts;
- 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 _____ 2014 at Dagupan City, Pangasinan, Philippines.

PC CARTEL COMPUTER SALES

By:



GILBERT B. BENCITO
Proprietor

PHILIPPINE HEALTH INSURANCE CORPORATION

Recommending Approval:

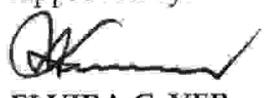


ATTY. MC DONALD B. MALICDEM
Attorney IV



CYNTHIA S. SANTOS
Division Chief, Management Services Division

Approved by:



ELVIRA C. VER
Regional Vice President


Name and Signature
Witness for PC CARTEL


JANE C. RAGOS
Fiscal Controller IV

Signed in the presence of:

CRUZ, REJAY B.
Name and Signature
Witness for PC CARTEL

JANE C. RAGOS
Fiscal Controller IV

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of _____, 2014 personally appeared:

Name	ID No.	Competent Evidence of Identity
<u>GILBERT B. BENCITO</u>	<u>NOA-00-462101</u>	<u>Driver's License</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.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2014

GILBERT B. BENCITO
Proprietor

ATTY. MC DONALD B. MALICDEM
Attorney IV

CYNTHIA S. SANTOS
Division Chief IV

ELVIRA C. VER
Regional Vice President