


JANE C. RAGOS
Name & Signature
Witness for GAKKEN

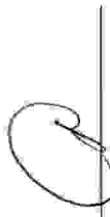
CONTRACT FOR THE PROCUREMENT OF PRINTING MACHINE

KNOW ALL MEN BY THESE PRESENTS:


AUREIN JOY B. ULATAN
System Consultant

THIS 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-


JANE C. RAGOS
Fiscal Controller IV

GAKKEN PHILIPPINES, INC.-PANGASINAN BRANCH, a corporation, organized, and registered with the Securities and Exchange Commission under Certificate No. ASO95-00000028, issued on January 3, 1995 and existing under the laws of the Republic of the Philippines, with business address at Unit 1 DCU Building, Arellano Bani, Dagupan City represented herein by its System Consultant, **AUREIN JOY B. ULATAN**, (hereinafter called "**GAKKEN**").



ATTY. MC DONALD B. MALICDEM
Attorney IV

WHEREAS, **PHILHEALTH** invited Bids for the **PROCUREMENT OF PRINTING MACHINE (ITB NO. 2014-004)** and has accepted a Bid by **GAKKEN** for the supply of those goods and services in the sum of **ONE HUNDRED FORTY NINE THOUSAND SEVEN HUNDRED SEVENTY SEVEN AND 77/100 PESOS (P149,777.77)** (hereinafter called "the Contract Price").

WITNESSETH:

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 Notice of Award (Annex "A");
 - (b) the BAC Resolution No. 28 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 General Conditions of Contract (Annex "F"); and
 - (g) the Special Conditions of Contract (Annex "G")
3. In consideration of the payments to be made by **PHILHEALTH** to **GAKKEN** as hereinafter mentioned, **GAKKEN** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;


CYNTHIA S. SANTOS
Chief, Management Services Division


ELVIRA C. VER
Regional Vice President




JANE C. RAGOS
Name & signature
Witness for GAKKEN

4. **PHILHEALTH** hereby covenants to pay **GAKKEN** in consideration of the provision of the goods and services and providing remedies for 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.

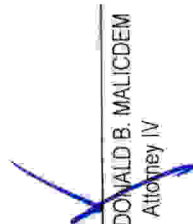

AUREINJOY B. ULATAN
System Consultant

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**, **GAKKEN** 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 **FOURTEEN THOUSAND NINE HUNDRED SEVENTY SEVEN AND 77/100 PESOS (P14,977.77)** as retention money. The said amount shall only be released after the lapse of the one (1) year warranty period. Otherwise, **GAKKEN** may opt to post a special bank guarantee equivalent to the same amount covering the said warranty period;


ATTY. MC DONALD B. MALICDEM
Attorney IV

7. **PHILHEALTH** reserves its right to refuse acceptance of delivered items for failure to observe specifications agreed upon by the parties. Failure on the part of **GAKKEN** to replace all the delivered items which were not accepted by **PHILHEALTH** within 10 days from notice thereof, shall be tantamount to breach of contract and will give rise to application of Section 68 (Liquidated Damages) of the Revised Implementing Rules and Regulations of R.A. 9184 or otherwise known as the Government Procurement Reform Act;

8. 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.


CYNTHIA S. SANTOS
Chief, Management Services Division


ELVIRA C. VER
Regional Vice President

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18 day November 2014 at Dagupan City, Pangasinan, Philippines.



GAKKEN PHILS., INC.

By:

Aurein Joy B. Ulatán
AUREIN JOY B. ULATAN
System Consultant

PHILIPPINE HEALTH INSURANCE
CORPORATION

Recommending Approval:

Atty. McDonald B. Malicdem
ATTY. McDONALD B. MALICDEM
Attorney IV

Cynthia S. Santos
CYNTHIA S. SANTOS
Chief, Management Services Division

Approved by:

Elvira C. Ver
ELVIRA C. VER
Regional Vice President 11/18/14

Signed in the presence of:

Wheeler Anne C. Magsara
Name & Signature
Witness for GAKKEN PHILS., INC

Jane C. Ragos
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 NOV 20 2014 day of _____, 2014 personally appeared:

Name	ID No.	Competent Evidence of Identity
<u>AUREIN JOY B. ULATAN</u>	<u>01-1072095-9</u> <u>278-492-036</u>	<u>Social Security System ID</u> <u>Bureau of Internal Revenue Tin No.</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 Printing Machine 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.

Notary Public

Atty. Alex Norman B. Lomboy
Notary Public
Until December 31, 2015
SNC #014-00-Dagupan
IBP Life No. 06600 Roll No. 58072
114 A B Remonde Ave., Dagupan City
P.O. Box 057654 Dagupan City 102114

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