

CONTRACT FOR SUPPLY AND DELIVERY OF IT EQUIPMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with postal address at 11th-19th Floor Citystate Center Bldg., 709 Shaw Boulevard, Brgy. Oranbo, Pasig City, represented in this act by its Regional Vice President for PhilHealth Regional Office IX, **MR. ROMEO D. ALBERTO**, hereinafter referred to as the "**PHILHEALTH**".

-and-

MASANGKAY COMPUTER CENTER, an entity existing under the laws of the Republic of the Philippines, with office address at 1143 G. Masangkay St., 266 Zone 24 Sta. Cruz, City of Manila, represented herein by its **Owner**, **MR. PETER KO WAI SHING**, hereinafter referred to as the "**SUPPLIER**".

WITNESSETH:

WHEREAS, a public bidding was held from September 9, 2014 to September 29, 2014 for the **Procurement of IT Equipment (lot#3)** with **ITB No. PRO IX 2014-003 (IT Equipment)**;

WHEREAS, **MASANGKAY COMPUTER CENTER** bid proposal on IT Equipment was **adjudged as the most advantageous and favorable to PHILHEALTH** based on the consolidated technical and financial evaluation of the suppliers who submitted their bid. A copy of **MASANGKAY COMPUTER CENTER** bid documents dated September 29, 2014 is hereto attached as Annex "A" and made an integral part of this contract;

WHEREAS, **PHILHEALTH** issued a Notice of Award dated **November 6, 2014** to **MASANGKAY COMPUTER CENTER** as the winning proponent in the recently concluded bidding process.

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

ARTICLE I

OBLIGATIONS OF MASANGKAY COMPUTER CENTER shall:

1. Deliver the following IT Equipment at a cost of **ONE HUNDRED SEVENTY SEVEN THOUSAND PESOS ONLY (Php 177, 000.00)**, inclusive of all taxes, broken down as follows:

LOT 3

Item No.	ITEM	QTY	UNIT PRICE	TOTAL
1	Scanner, document scanner, Auto document Feeder, (7000-10000 pages above)	1	155,000.00	155,000.00
2	IT Tools, Crimping Tool, Heavy Duty	1	15,000.00	15,000.00
3	IT Tools, professional PC Tool kit w/Precision Screws	2	3,500.00	7,000.00
	Total Contract Price			177,000.00

Such items shall be delivered to PHILHEALTH within **forty five (45) calendar days** from the issuance and acceptance of the Notice to Proceed by **MASANGKAY COMPUTER CENTER** in accordance with Section VI. Schedule of Requirements and Section VII. Technical Specifications of the project's Bidding Documents, copies of such documents are hereto attached as Annex "B" and "C," respectively, and made an integral part of this contract.

2. Warrant the following:

2.1 That the IT Equipment supplied are free from defects due to design or workmanship and shall be free from any apparent defects or bugs prior to acceptance;

2.2 Provide User Manuals, Technical/Reference Materials and installation guide, in hard and/or soft copy.

ARTICLE II

ASSURANCE OF FAITHFUL OBLIGATION

In order to assure that defects arising from normal wear and tear during the warranty period shall be corrected, the faithful obligation shall be covered by either retention money or special bank guarantee in an amount equivalent to at least **ten percent (10%) of the total contract price**. The said amount shall only be released after the lapse of the warranty period which is a minimum of one (1) year, in the case of non-expendable supplies or the warranty period as provided for by the supplier whichever is longer. The warranty period shall commence after the acceptance by the procuring entity of the delivered supplies.

ARTICLE III
OBLIGATIONS OF PHILHEALTH

PHILHEALTH shall pay the SUPPLIER the sum of **ONE HUNDRED SEVENTY SEVEN THOUSAND PESOS ONLY** (Php 177, 000.00), inclusive of all taxes, after complete delivery to and acceptance as to quantity and technical specifications by **PHILHEALTH** of all items enumerated in paragraph 1, Article I; provided that withholding and other applicable taxes shall be deducted therefrom and remitted directly to the Bureau of Internal Revenue (BIR).

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. In addition, if the guilty party is the **SUPPLIER**, it shall also cause the forfeiture of its Performance Security in favor of the government, without prejudice to the availment of other legal remedies available under the premises.

ARTICLE V
LIQUIDATED DAMAGES

In case/s when the supplier fails to satisfactorily deliver the 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 **PHILHEALTH** liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (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 **PHILHEALTH**.

PHILHEALTH 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 **PHILHEALTH**. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the **PHILHEALTH** shall automatically terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid.


ARTICLE VI
PERFORMANCE BOND

 **Witness**

MASANGKAY COMPUTER CENTER hereby undertakes to furnish **PHILHEALTH** a Performance Security in the form of cash, cashier's check, manager's check, bank draft/guarantee or irrevocable letter of credit, as confirmed by a Universal or Commercial Bank, amounting to five percent (5%) of the total contract price or in the form of Surety Bond (callable upon demand) guaranteed by the Government Service Insurance System (GSIS) or any reputable bonding company in an amount equivalent to thirty percent (30%) of the total contract price **within ten (10) calendar days** from receipt of the Notice of Award.


The Performance Security shall be forfeited in favor of **PHILHEALTH** in the event it is established that the winning bidder is in default of its obligations under the Contract. Further, the same shall be released to the **SUPPLIER** after the issuance of the Certificate of Acceptance of goods by **PHILHEALTH**.

ARTICLE VII
SEPARABILITY CLAUSE

 **Witness**


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.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

 **PHILHEALTH**

The Bidding Documents, Bid Bulletins and other related issuances and the Bid Proposals 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.

 **SUPPLIER**

ACKNOWLEDGMENT

ARTICLE IX
EFFECTIVITY

This contract shall take effect immediately upon signing hereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signature on this ____ day of _____, ____ at Zamboanga City, Philippines.

MASANGKAY COMPUTER CENTER

By: 

PETER KO WAI SHING
Owner

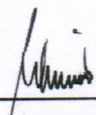
**PHILIPPINE HEALTH
INSURANCE CORPORATION
(PHILHEALTH)**

By: 

ROMEO D. ALBERTO
Regional Vice-President

Signed in the presence of:


ATTY. S. FRANCISCO


ROSEMIN E. DAMSID
Fiscal Controller IV

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ZAMBOANGA

)s.s.

x ----- x

BEFORE ME, this ____ day of _____, _____, in Zamboanga City, Philippines, personally appeared the following parties, to wit:

Government ID No.

1. ROMEO D. ALBERTO

Philhealth ID No. 10027398

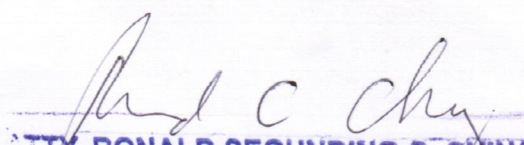
2. PETER W. KO

Driver's License 1104-B6-041117

Known to me to be the same persons who executed the foregoing Contract for the Supply and Delivery of IT Equipment and acknowledge to me that the same are their own free act and deed and that of the agency/corporation being represented.

WITNESS MY HAND AND SIGNATURE on the date and place first above written.

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Book No. 34
Series of 2014


ATTY. RONALD SEGUNDINO C. CHING
NOTARY PUBLIC-CITY OF MANILA
MIN. NO. 2013-040-UNTIL DEC. 31, 2014
ROLL NO. 54899
IBP NO. 876386/11-15-2012 MANILA
PTR NO. MLA. 01414540/ 1-2-2013 MANILA
MCLE COMPLIANCE NO. III-0016300