

CONTRACT FOR SUPPLY AND DELIVERY OF OFFICE EQUIPMENT

Witness

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"**.

Witness

-and-

EMCOR INC., an entity existing under the laws of the Republic of the Philippines, with office address at Nuñez Extension, Zamboanga City, represented herein by its CITP Sales Coordinator, **MR. RENATO Z. EPAO,** hereinafter referred to as the **"SUPPLIER"**.

WITNESSETH:

PHILHEALTH

WHEREAS, a public bidding was held from September 11, 2014 to September 30, 2014 for the **Procurement of Office Equipment (Lot#1)** with **ITB No. PRO IX 2014-005 (Office Equipment);**

WHEREAS, EMCOR INC. bid proposal on the above project 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 **EMCOR INC.** bid documents dated September 30, 2014 is hereto attached as Annex "A" and made an integral part of this contract;

SUPPLIER

WHEREAS, PHILHEALTH issued a Notice of Award dated **October 22, 2014** to **EMCOR INC.** 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:

Witness

ARTICLE I**OBLIGATIONS OF EMCOR INC. shall:**

1. Deliver the following Office Equipment at a cost of **Nine Hundred Forty Eight Thousand Six Hundred Nine Pesos (Php 948, 609.00)**, inclusive of all taxes, broken down as follows:

LOT 1

Item No	ITEM	QTY	UNIT PRICE	TOTAL
1	Aircon, Split Type, 3TR, Floor Mounted, digital control, supply and installation, materials and labor	7	Php 93,150.00	Php 652,050.00
2	Aircon, Split Type, 2.5HP, inverter type w/ remote control and has highest power saving, complete with std. accessories, 220v, 1ph, 60hz, including installation (labor and materials)	1	80,095.00	80,095.00
3	Aircon, Split type, 2.0HP, cooling capacity, remote control, standard type, supply and installation, labor and materials	1	64,495.00	64,495.00
4	Aircon, window type, 2.5HP, cooling capacity, w/ timer and remote control, supply and installation, materials and labor	1	30,495.00	30,495.00
5	Aircon, window type, 2.5HP, cooling capacity, w/o timer and remote control, supply and installation, materials and labor	3	30,495.00	91,485.00
6	Refrigerator 6 cu.ft., semi automatic, single door	1	10,999.00	10,999.00
7	Sound system, DVD component, 3-DVD changer, MP3 playback, dolby digital / DTS decoding with detachable speaker system, 2200W, PMPO/200W RMS	1	14,990.00	14,990.00
8	Vacuum Cleaner, heavy duty	1	4,000.00	4,000.00
APPROVED BUDGET FOR THE CONTRACT			<u>Php 948,609.00</u>	

Such items shall be delivered to PHILHEALTH within **forty five (45) calendar days** from the issuance and acceptance of the Notice to Proceed by **EMCOR Inc.** 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:

Witness

2.1 That the Office 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 upon 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. //

Witness

ARTICLE III

OBLIGATIONS OF PHILHEALTH

PHILHEALTH shall pay the SUPPLIER the sum of **Nine Hundred Forty Eight Thousand Six Hundred Nine Pesos (Php 948,609.00)**, 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).

PHILHEALTH

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

SUPPLIER

Witness

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

EMCOR INC. 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

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

The Bidding Documents, Bid Bulletins and other related issuances and the Bid Proposals shall form an integral part of this contract.

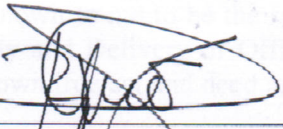
Amendment or Revision of any provision herein found shall be upon mutual agreement and approval of both parties.

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.

EMCOR INC.

By: 


RENATO Z. EPAO
CITP Sales Coordinator

**PHILIPPINE HEALTH
INSURANCE CORPORATION
(PHILHEALTH)**

By: 

ROMEO D. ALBERTO
Regional Vice-President

Signed in the presence of:



ROSEMIN E. DAMSID
Fiscal Controller IV

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ZAMBOANGA

)s.s.

x ----- x

BEFORE ME, this NOV 14 2014 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. _____

Known to me to be the same persons who executed the foregoing Contract for the Supply and Delivery of Office 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.

Doc. No. 498
Page No. 10
Book No. 254
Series of 2014

ATTY. QUIRINO G. ESQUERRA, JR.
Notary Public
Until December 31, 2015
PTR No. 0791258; 1-3-2014; 2.C.
Notarial Commission No. 05 2014
BP Lifetime Membership No. 2182
Roll No. 38761, 3 14-94

Foundo Esquerro & Associates Law Firm
ESQUIRE CENTRE Building
Tomas Claudio Bldg. 2.C.