

CONTRACT FOR THE PROCUREMENT OF RADIO PROGRAM PROMOTIONAL SHIRT (ITB NO. RPPS 2015-018-GS)

APR 26 2016

THIS CONTRACT made and entered into this _____ day of _____, 2016 in _____ Metro Manila, by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government-owned and controlled corporation created and existing by virtue of R.A. 7875, as amended by R.A. 10606, otherwise known as the "National Health Insurance Act of 2013", with office address at 19th Floor, Citystate Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **PRESIDENT AND CHIEF EXECUTIVE OFFICER (CEO), ALEXANDER A. PADILLA**, hereinafter referred to as "**PHILHEALTH**";

-and-

ZASHEN FASHION, a business name registered with the Department of Trade and Industry (DTI) with Certificate No.01564241, and existing under the laws of the Republic of the Philippines, with business address at Metrica St., Sampaloc, Manila, represented herein by its PROPRIETOR, **MARK Y. PUA**, hereinafter referred to as "**ZASHEN**".

WITNESSETH: That -

WHEREAS, PHILHEALTH posted a procurement opportunity for the **Bidding of Radio Program Promotional Shirt (ITB No. RPPS 2015-018-GS)** and has accepted the Bid by **ZASHEN** for the supply of Two Thousand Five Hundred pieces (2,500 pcs.) of shirt for a **Total Contract Price of THREE HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED FIFTY PESOS (PhP386,250.00)**, (hereinafter called "**the Contract Price**").

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as they hereby agree and bind themselves as follows:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereunder referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - (a) the Financial Proposal submitted by **ZASHEN (Annex "A")**;
 - (b) the Schedule of Requirements (**Annex "B"**);
 - (c) the Technical Specifications (**Annex "C"**);
 - (d) General Conditions of the Contract (**Annex "D"**);
 - (e) Special Conditions of the Contract (**Annex "E"**);
 - (f) the Bid Bulletin No. 01 (**Annex "F"**);
 - (g) the BAC-GS Resolution No. 215, s. 2015 (**Annex "G"**);
 - (h) the Notice of Award (**Annex "H"**); and
 - (i) the Performance Security (**Annex "I"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **ZASHEN** as hereinafter mentioned, **ZASHEN** hereby covenants with **PHILHEALTH** to provide the goods and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. **PHILHEALTH** hereby covenants to pay **ZASHEN** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable at the time and in the manner prescribed by this Contract.

Alexander A. Padilla
President and CEO, PhilHealth

Mark Pua
Proprietor, Zashen Fashion

Edgar Julio S. Asuncion
Senior Vice President, Legal Sector

M.A. Sophia B. Varlez
Senior Manager, Corporate Communications Department

Juvy D. Balolong
Division Chief IV, AICD Division, Comptrollership Dept.

Witness for Zashen Fashion

Witness for Zashen Fashion

5. 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.
6. **ZASHEN** hereby covenants to deliver in favor of **PHILHEALTH** the following items:
 - a) Four Hundred Fifty Pieces (450 pcs.) - DWIZ 882 kHz AM "PhilHealth Hataw sa Serbisyo" - Color Yellow
 - b) Four Hundred Fifty Pieces (450 pcs.) - DZEC 1062 kHz AM "Sa PhilHealth Panalo!" - Color Green
 - c) Four Hundred Thirty Pieces (430 pcs.) - DZRH 666 kHz AM "Dear PhilHealth" - Color Gray
 - d) Four Hundred Thirty Pieces (430 pcs.) - DZIQ 990 kHz AM "Philhealth sa 990" - Color White
 - e) Three Hundred Seventy Pieces (370 pcs.) - DWWW 774 kHz AM "Usapang PhilHealth sa Doctor's Order" - Color Blue
 - f) Three Hundred Seventy Pieces (370 pcs.) - Radyo5 92.3 kHz FM "PhilHealth sa Healthline with Cheryl Cosim" - Color Black,

and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract.

7. Upon submission by **ZASHEN** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements, payment shall be made by **PHILHEALTH** in the sum of **Three Hundred Forty-Seven Thousand Six Hundred Twenty-Five Pesos (PhP347,625.00) only**, which is ninety percent (90%) of the total contract price. One time payment shall be made within fifteen (15) working days after complete delivery and final acceptance by **PHILHEALTH**.

PHILHEALTH shall hold the **ten percent (10%) of the total contract price as retention money** or as obligation for **"Warranty"** in an amount equivalent to **Pesos (PhP38,625.00) only** or **ZASHEN** may opt to post a **special bank guarantee** equivalent to at least **ten percent (10%) of the total contract price**. Said amount shall only be released after the lapse of the three (3) months warranty from complete delivery of the shirts. Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

8. **ZASHEN** shall be amenable to deliver additional goods/services subject to the conditions of **REPEAT ORDER** under **Section 51 of the Revised IRR of R.A. 9184**.

9. The contracting parties undertake to comply with Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy (Revision 1)" which is deemed incorporated into this Contract. No PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the public or private sector, at anytime, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.

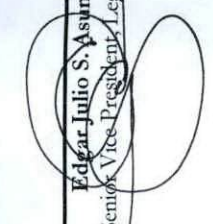
10. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. No. 9184, shall form an integral part of the contract between the PARTIES hereto.


The parties hereby certify that they have read or caused to be read to them each and every provision of the foregoing Contract and that they had fully understood the same.

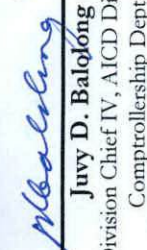
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


 Alexander A. Padilla
 President and CEO, PhilHealth

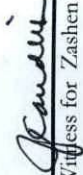

 Mark Dava
 Proprietor, Zashen Fashion


 Edgar Julio S. Asuncion
 Senior Vice President, Legal Sector


 Ma. Sophia B. Warlez
 Senior Manager, Corporate Communications Department


 Juvy D. Balolong
 Division Chief IV, AICD Division, Comptrollership Dept.


 Witness for Zashen Fashion


 Witness for Zashen Fashion


PHILIPPINE HEALTH INSURANCE CORPORATION

By:



ALEXANDER A. PADILLA
President and CEO
Philippine Health Insurance Corporation

ZASHEN FASHION

By:


MARK Y. PUA
Proprietor
Zashen Fashion


Signed in the presence of:


EDGAR JULIO S. ASUNCION
Senior Vice President
Chief Legal Executive


Witness for **ZASHEN FASHION**


MA. SOPHIA B. VARLEZ
Senior Manager
Corporate Communications Department


Witness for **ZASHEN FASHION**


JUVY D. BALOLONG
Division Chief IV, AICD
Comptrollership Department

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

APR 26 2016

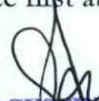
BEFORE ME, this ____ day of _____ 2016, personally appeared the following persons exhibiting to me their respective Government-issued ID's, to wit:

	Identification Card and No.	Date/Place of Issue
ALEXANDER A. PADILLA Philippine Health Insurance Corporation	_____	_____
MARK Y. PUA ZASHEN FASHION	_____	_____

Known to me to be the same persons who executed the foregoing Agreement consisting of ____ pages including the annexes and this page on which the acknowledgement is written and they acknowledged that the same is their free act and deed and that of the corporations being represented.

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

Doc No. 311 ;
Page No. 64 ;
Book No. XV ;
Series of 2016.


ATTY. AGUSTIN B. CABREDO
Notary Public for Manila
Notarial Commission No. 2015-036
Until December 31, 2016
Rm. 409, First United Bldg. Co.,
Escolta, Manila
Roll No. 26047
PTR No. 4886571 / 1-4-18 / Manila
IBP Lifetime Member-05097
MCLE No. V 0003138, 07-26-2014