

**CONTRACT FOR THE
PROCUREMENT OF CY 2015 CORPORATE UNIFORM
(ITB NO. CU 2015-017-GS)**

APR 29 2016

THIS CONTRACT made on the _____ day of _____, 2016 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 18th Floor, Citystate Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **PRESIDENT AND CHIEF EXECUTIVE OFFICER (PCEO), ALEXANDER A. PADILLA**, (hereinafter called "**PHILHEALTH**");

-and-

RISLA COLLECTION INC., a business name registered with the Securities and Exchange Commission (SEC) under Certificate No. CS200614242 dated September 08, 2006, and existing under the laws of the Republic of the Philippines, with business address at 3402 Cityland Tower, Pasong Tamo, Makati City represented herein by its **PRESIDENT, MARIA REGINA T. ISLA**, (hereinafter called "**RISLA**").

WITNESSETH: That -

WHEREAS, PHILHEALTH invited Bids for the **Procurement of CY 2015 Corporate Uniform (ITB No. CU 2015-017-GS)** and has accepted the Bid by **RISLA** for the supply of those goods and services at a **Total Contract Price of SIX MILLION SIX HUNDRED TWENTY-SEVEN THOUSAND NINE HUNDRED FIFTY PESOS (PhP6,627,950.00)**, (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 **RISLA COLLECTION INC. (Annex "A")**;
 - (b) the Schedule of Requirements (**Annex "B"**);
 - (c) the Technical Specifications (**Annex "C"**);
 - (d) the General Conditions of Contract (**Annex "D"**);
 - (e) the Special Conditions of Contract (**Annex "E"**);
 - (f) the Bid Bulletin No. 1 (**Annex "F"**);
 - (g) the BAC-GS Resolution No. 12, s. 2016 (**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 **RISLA COLLECTION INC.** as hereinafter mentioned, **RISLA COLLECTION INC.** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. **PHILHEALTH** hereby covenants to pay **RISLA COLLECTION INC.** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract

Alexander A. Padilla
President and CEO

Atty. Germain G. Lim
OIC- SVP, Management Services
Sector

Maria Regina T. Isla
President, Risla
Collection Inc.

Edgar Julio S. Abuncion
Senior Vice President, Legal Sector

Atty. Jonathan W. Mangaoang
Chairperson, Uniform Committee

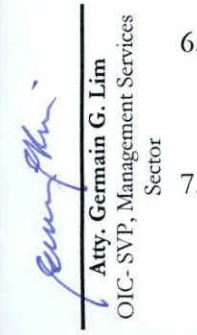
Juvy D. Balolong
Division Chief IV, AICD Division,
Comptrollership Dept.

Witness for Risla Collection Inc.

Witness for Risla Collection Inc.


Alexander A. Padilla
President and CEO

Price or such other sum as may become payable at the time and in the manner prescribed by this Contract.


Atty. Germain G. Lim
OIC- SVP, Management Services Sector

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. **RISLA COLLECTION INC.** hereby covenants to deliver in favor of **PHILHEALTH** the **CY 2015 Corporate Uniform** and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract.

7. Upon submission of **RISLA COLLECTION INC.** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements, **PHILHEALTH** shall pay **RISLA** within **fifteen (15) calendar days** after each scheduled delivery, subject to submission of required documents, based on actual number of uniforms and materials delivered.

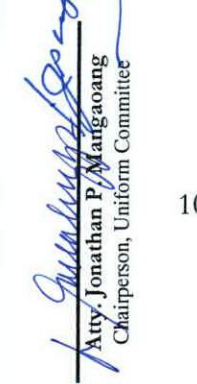

Marfa Regina T. Isla
President, Risla Collection Inc.

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 **Six Hundred Sixty-Two Thousand Seven Hundred Ninety-Five Pesos (PhP662,795.00) only**. Said amount shall only be released after alterations are completed satisfactorily and after the lapse of the **two (2) year warranty period** for non-expendable supplies as required under **Section 62 (Warranty) of the Revised IRR of RA 9184**. 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. Provided further, that **RISLA COLLECTION INC.** may opt to post a **special bank guarantee** equivalent to at least **ten percent (10%) of the total contract price**. The said special bank guarantee must have a validity period of **two (2) years** covering the whole duration of the **warranty period**.


Edgar Julio S. Asuncion
Senior Vice President, Legal Sector

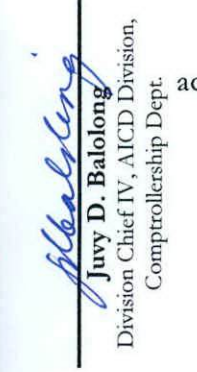
8. **RISLA COLLECTION INC.** shall be amenable to deliver additional goods/services subject to the conditions of **REPEAT ORDER** under **Section 51 of the Revised IRR of R.A. 9184**.

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.


Atty. Jonathan P. Mangaoang
Chairperson, Uniform Committee

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.


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

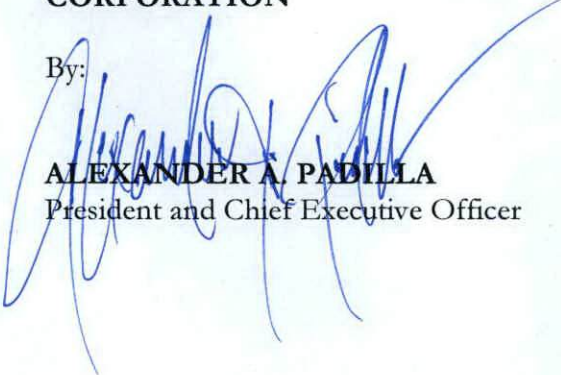
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


Witness for Risla Collection Inc.


Witness for Risla Collection Inc.

PHILIPPINE HEALTH INSURANCE CORPORATION

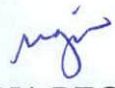
By:



ALEXANDER A. PADILLA
President and Chief Executive Officer

RISLA COLLECTION INC.

By:

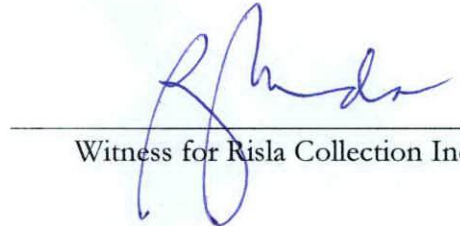


MARIA REGINA T. ISLA
President


Signed in the presence of:



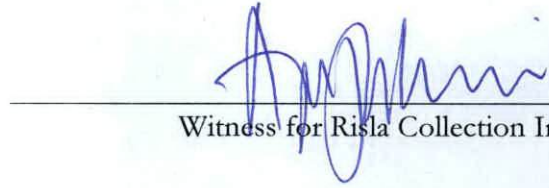
EDGAR JULIO S. ASUNCION
Senior Vice President
Chief Legal Executive




Witness for Risla Collection Inc.



ATTY. JONATHAN P. MANGAOANG
Chairperson
Uniform Committee



Witness for Risla Collection Inc.



JUNY D. BALOLONG
Division Chief IV, AICD
Comptrollership Department

