

**CONTRACT FOR THE PROCUREMENT OF
VARIOUS IT EQUIPMENT UNDER LOT 3**

KNOW ALL MEN BY THESE PRESENTS:

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 OIC, Regional Vice President, **RODOLFO B. DEL ROSARIO, JR.** (hereinafter called "**PHILHEALTH**").

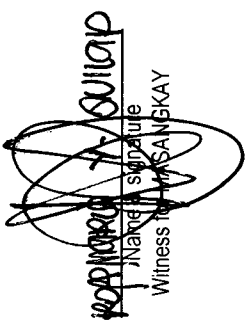
-and-

MASANGKAY COMPUTER CENTER, a single proprietor, organized, and registered with the Department of Trade and Industry under Certificate No.01649114, issued on February 13, 2012 and existing under the laws of the Republic of the Philippines, with business address at 1143 G. Masangkay Street, 266 Zone 24, Sta. Cruz, Manila, represented herein by its Owner/General Manager, **PETER W. KO**, (hereinafter called "**MASANGKAY**").

WHEREAS, **PHILHEALTH** invited Bids for the **PROCUREMENT OF VARIOUS IT EQUIPMENT UNDER ITB NO. 2015-011 (LOT 3)** and has accepted a Bid by **MASANGKAY** for the supply of those goods and services in the sum of **FIVE HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED SIXTY EIGHT PESOS (P535,368.00)** (hereinafter called "the Contract Price").

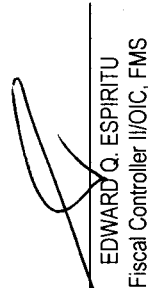
WITNESSETH:

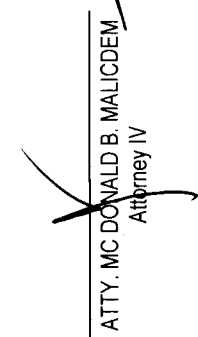
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Performance Bond (Annex "A");
 - (b) the Notice of Award (Annex "B");
 - (c) the BAC Resolution No.5 s. 2016 (Annex "C");
 - (d) the Financial Bid Form and Bill of Quantities (Annex "D");
 - (e) the Schedule of Requirements (Annex "E");
 - (f) the Technical Specifications (Annex "F");
 - (g) the General Conditions of Contract (Annex "G");
 - (h) the Special Conditions of Contract (Annex "H"); and
 - (i) the Supplemental Bid Bulletin (Annex "I")
3. In consideration of the payments to be made by **PHILHEALTH** to **MASANGKAY** as hereinafter mentioned, **MASANGKAY** 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;


Name: _____
Signature: _____
Witness to MASANGKAY

4. **PHILHEALTH** hereby covenants to pay **MASANGKAY** 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.
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;


PETER W. KO
Owner/General Manager


EDWARD Q. ESPIRITU
Fiscal Controller II/OIC, FMS


ATTY. MC DONALD B. MALICDEM
Attorney IV

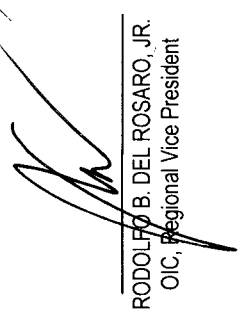

MARICAR M. ARZADON, M.D.
Chief, Management Services Division

Within **thirty (30) calendar days** after complete delivery to and acceptance by **PHILHEATH, MASANGKAY** 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 **FIFTY THREE THOUSAND FIVE HUNDRED THIRTY SIX AND 80/100 (P53,536.80)** as retention money. The said amount shall only be released after the lapse of the one (1) year warranty period. Otherwise, **MASANGKAY** may opt to post a special bank guarantee equivalent to the same amount covering the said warranty period;

MASANGKAY shall provide **PHILHEALTH** the warranty period for equipment as follows:

Item No.	Quantity	Item Description	Warranty and After Sales Support
1	3	SURVEILLANCE CAMERA - Closed Circuit Television (CCTV) System	one (1) year manufacturer's warranty; service level agreement
2	9	SURVEILLANCE CAMERA - Wireless Network IP Camera	one (1) year manufacturer's warranty; service level agreement


RODOLFO B. DEL ROSARIO, JR.
OIC, Regional Vice President

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 **MASANGKAY** 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 26th day February 2016 at Dagupan City, Pangasinan, Philippines.

MASANGKAY COMPUTER CENTER

By:

PETER W. KO

Owner/General Manager

PHILIPPINE HEALTH INSURANCE CORPORATION

Recommending Approval:

ATTY. MC DONALD B. MALICDEM

Attorney IV

MARICAR M. ARZADON, M.D.

Chief, Management Services Division

Approved by:

RODOLFO B. DEL ROSARIO, JR.

OIC, Regional Vice President

Signed in the presence of:

Name & Signature

Witness for MASANGKAY

EDWARD Q. ESPIRITU

FC II/OIC, FMS

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Pangasinan)
City of Dagupan) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, the _____ day of _____, 2016 personally appeared:

Name

PETER W. KO

ID No.

106-690-242

Competent Evidence of Identity

-000 - TIN ID

RODOLFO B. DEL ROSARIO, JR.

10029999

PhilHealth Company ID

Who are known to me and to me known to be the same parties who executed foregoing Contract for the Procurement of Various IT Equipment under Lot 3 (ITB No. 2015-011) 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.

ATTY. MARIA LUISA G. SERAFIN
NOTARY PUBLIC

UNTIL DECEMBER 31, 2017

ROLL NO. 53984

SP NO. 0904498

TR NO. 0797149

14-14-19

10.316 GUILIG ST. DAGUPAN CITY

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