

CONTRACT FOR THE PROCUREMENT OF VARIOUS APPLIANCES

THIS CONTRACT made on the 14th day of April 2016 between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government-owned and controlled corporation created and existing by virtue of R.A. 7875, as amended, otherwise known as the National Health Insurance Act", with office address at Lucena Grand Central Terminal, Brgy. Ilayang Dupay, Lucena City, represented herein by its **OFFICER-IN-CHARGE (OIC), EDWIN M. ORIÑA, M.D.** (hereinafter called "PHILHEALTH")

-and-

McSA MARKETING, a Sole Proprietorship Department of Trade and Industry (DTI) under Certificate No. 03390784 issued on December 1, 2014 and existing under the laws of the Republic of the Philippines with business address at 446 San Fernando St., San Nicolas Manila, represented herein by its **PROPRIETRESS, TERESA S. AGSALUD** (hereinafter called "McSA MKTG"):

WHEREAS, PHILHEALTH invited Bids for the Procurement of Various Appliances (ITB No. 01-PB16) and has accepted the Bid by McSA MKTG for the supply of those goods in the sum of **SIX HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED PESOS ONLY (Php 663,500.00)** (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:

- 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.
- The following documents shall form and be read and construed as part of this Agreement, viz.:
 - the Financial Proposal submitted by McSA MKTG (Annex "A");
 - the General Conditions of Contract (Annex "B");
 - the Special Conditions of Contract (Annex "C");
 - the Schedule of Requirements (Annex "D");
 - the Technical Specifications (Annex "E");
 - the PRO-BAC Resolution No. 020 s.2016 (Annex "F");
 - the PRO-BAC Resolution No. 026 s.2016 (Annex "G");
 - the Notice of Award (Annex "H"); and,
 - the Performance Security (Annex "I");
- In consideration of the payments to be made by PHILHEALTH to McSA MKTG as hereinafter mentioned, McSA MKTG 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.
- PHILHEALTH hereby covenants to pay McSA MKTG in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price at the time and in the manner prescribed by this contract.
- The contract price covers the costs of all Deliverables Items and Services and includes all applicable taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance, cost of importation, transportation and delivery at the time and locations specified and other charges which may be imposed on the Product by foreign and local authorities.
- McSA MKTG hereby covenants to deliver in favor of PHILHEALTH the Various Appliances and the services related hereto, in accordance with the technical specifications as stated in the attached Annexes of this contract.

TERESA S. AGSALUD
Proprietress, McSA Marketing

Witness

Approved by: EDWIN M. ORIÑA, M.D.
OIC, PRO IVA

Recommending Approval: MIGUEL T. MACALINAQ
Division Chief, MSD

BENJIE A. CUVINAR
Witness

FELICIANA O. PASTORPIDE
Witness

7. Within Forty (45) days after complete delivery to and acceptance by **PHILHEALTH** and upon submission of **McSA MKTG** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements as may be required by **PHILHEALTH** as condition for payment, the latter shall pay the sum of **FIVE HUNDRED NINETY SEVEN THOUSAND ONE HUNDRED FIFTY PESOS (Php 597,150.00)** only, which is ninety percent (90%) of the total contract price.

As obligation for the Warranty, **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 **Sixty Six Thousand Three Hundred Fifty Pesos (PhP 66,350.00)** only. Said amount shall only be released after the lapse of the **One (1) 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 **McSA MKTG** 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 one (1) year covering the whole duration of the **warranty period**.

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. No. 9184, shall form as integral parts 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 have 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.

**PHILIPPINE HEALTH
INSURANCE CORPORATION**

McSA MARKETING

Recommended by:

by:


MIGUEL T. MACALINAO
Division Chief, MSD

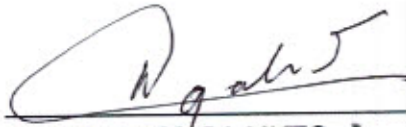

TERESA S. AGSALUD
Proprietress

Approved by:


EDWIN M. ORIÑA, M.D.
OIC, PRO IVA

Signed in the presence of:


FELICIANA O. PASTORPIDE
 Witness


 Witness for McSA MKTG


BENJIE A. CUVINAR
 Witness


 Witness for McSA MKTG



ACKNOWLEDGMENT

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

CITY OF MANILA

APR 21 2016

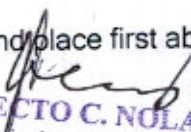
BEFORE ME, this _____ day of _____ 2016, personally appeared the following persons exhibiting to me their respective Government-issued IDs, to wit:

	Identification Card and No.	Date/Place of Issue
 EDWIN M. ORIÑA, M.D. Philippine Health Insurance Corporation	_____	_____
 TERESA S. AGSALUD McSA Marketing	<u>LTD NO-3-95-180535</u>	<u>SEPT. 22, 2015</u>

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 acknowledgment 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 NOTARIAL SEAL on the date and place first above written.

Doc No. 145;
 Page No. 29;
 Book No. COV
 Series of 2016.


PERFECTO C. NOLASCO
 Commission No. 2016-016
 Notary Public for the City of Manila
 Until December 31, 2017
 Rm. 327 Downtown Center Building
 516 Quintin Paredes Street, Binondo, Manila
 PTR 4926257 - Manila - 1/04/2016
 IBP No. 1000671 - Pasig City - 6/05/2015
 IBP ROLL NO. 18343 - TEL. 5221326
 MCLE COMP. NO. IV-0016829 - 4/15/2013