

CONTRACT FOR THE
PROCUREMENT OF VARIOUS IT

THIS CONTRACT made on the 29th day of June 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-

3GX COMPUTER AND I.T. SOLUTIONS TECHNOSHOP, a Sole Proprietorship registered with the Department of Trade and Industry (DTI) under Certificate no. 02086280 issued on June 17, 2013 and existing under the laws of the Republic of the Philippines with business address at 8 RBNI Townhouse St., Monterey Village, Concepcion Pequeño, Naga City, Camarines Sur, represented herein by its SALES A& OPERATIONS MANAGER, MARIA ESTER N. MALATE (hereinafter called "3GX"):

WHEREAS, PHILHEALTH invited Bids for the Supply and Delivery of Various IT (ITB No. 04-PB16) and has accepted the Bid by 3GX for the supply of said goods in the sum of FIVE HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED EIGHTY PESOS ONLY (Php 571,780.00) (hereinafter called "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 form and be read and construed as part of this Agreement, viz.:
 - (a) the Financial Proposal submitted by 3GX (Annex "A");
 - (b) the General Conditions of Contract (Annex "B");
 - (c) the Special Conditions of Contract (Annex "C");
 - (d) the Schedule of Requirements (Annex "D");
 - (e) the Technical Specifications (Annex "E");
 - (f) the PRO-BAC Resolution No. 038 s.2016 (Annex "F");
 - (g) the PRO-BAC Resolution No. 045 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 3GX as hereinafter mentioned, 3GX 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 3GX 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.
5. 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.
6. 3GX hereby covenants to deliver in favor of PHILHEALTH the Various IT and the services related hereto, in accordance with the technical specifications as stated in the Annexes of this contract.

3GX, Represented by: MARIA ESTER N. MALATE
Sales & Operations Manager

EDWIN M. ORIÑA, M.D.
OIC, PRO IVA

Approved by:

MIGUEL T. MACALINAO
Division Chief, MSD

Recommended by:

Witness
ALICE D. NARANJO

Witness
ERNA C. NARADUWA

Witness
FELICIANA O. PASTORPIDE

Witness
BENJIE A. CUVINAR

7. Within Thirty (30) days after complete delivery to and acceptance by PHILHEALTH and upon submission of 3GX 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 FOURTEEN THOUSAND SIX HUNDRED TWO PESOS (Php 514,602.00)** 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** in an amount equivalent to **Fifty Seven Thousand One Hundred Seventy Eight Pesos (PhP 57,178.00)** 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 is free from patent and latent defects and all the conditions imposed under the contract have been fully met. Provided further, that 3GX 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 this 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 this 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 written above.

**PHILIPPINE HEALTH
INSURANCE CORPORATION**

**3GX COMPUTER AND I.T.
SOLUTIONS TECHNOSHOP**


Recommended by:

by:

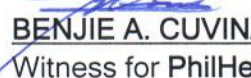

MIGUEL T. MACALINAO
Division Chief, MSD

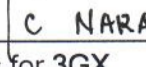

MARIA ESTER N. MALATE
SALES & OPERATIONS MANAGER

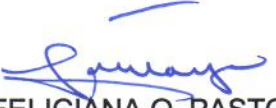
Approved by:

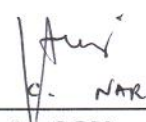

EDWIN M. ORIÑA, M.D.
OIC, PRO IVA

Signed in the presence of:


BENJIE A. CUVINAR
Witness for PhilHealth


ERNA C. NARADULLA
Witness for 3GX



FELICIANA O. PASTORPIDE
Witness for PhilHealth


ALICE C. NARADULLA
Witness for 3GX

ACKNOWLEDGMENT

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

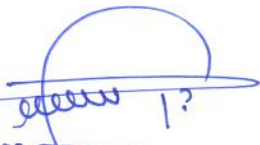
BEFORE ME, this JUL 08 2016 day of _____ 2016, personally appeared
the following persons exhibiting to me their respective Government-issued IDs, to wit:

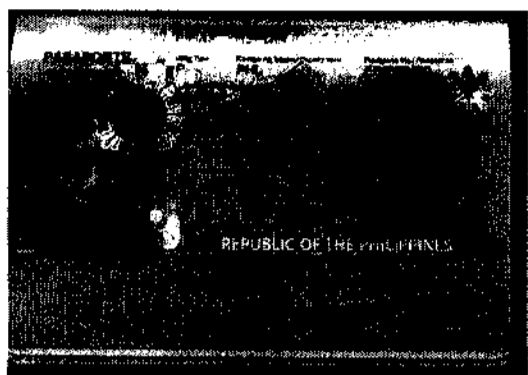
	Identification Card and No.	Date/Place of Issue
 EDWIN M. ORIÑA, M.D. Philippine Health Insurance Corporation	PASSPORT# <u>EB6362469</u>	<u>Effectivity Date Sept 17, 2017/DFA Manila</u>
MARIA ESTER N. MALATE 3GX Computer & I.T. Solutions Technoshop	<u>SSS# 05-07493220</u>	<u>Naga City</u>

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. 69 ;
Page No. 14 ;
Book No. XIII ;
Series of 2016.


ATTY. P.M. GERARDO R. BORJA
NOTARY PUBLIC - CAMARINES SURB NAGA CITY
UTNL DECREE NO. 01/2017 / COMMISSION NO. 16-005
PTR NO. 10095311-5-16 / NAGA CITY
IBP NO. 0921452 / 12-18-15 / CAM. SUR
ROLL NO. 394294/27195
MCLE COMPLIANCE NO. V-0004852
C DATE OF ISSUE-NOVEMBER 14, 2010
THE ADC HOTEL, MAGSAYSAY AVE. NAGA CITY
OFFICE TEL NO. 0540 478-1010
EMAIL ADDRESS: BORJA.LAW@LYNEDU.COM

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