

**CONTRACT FOR THE
PROCUREMENT OF VARIOUS IT EQUIPMENT (Lot 1 & 3)**

THIS CONTRACT, made on the 22nd day of February 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-

DCI INT'L I.T. SOLUTIONS & SERVICES CORP., a Corporation registered with the Securities and Exchange Commission under Company Reg. No. CS201005991 issued on April 20, 2010 and existing under the laws of the Republic of the Philippines with business address at Unit 3-A Comtal Bldg., L1D1 Victoria's Place, C. Raymundo Ave., Caniogan, Pasig City, represented herein by its **ACCOUNT MANAGER, JENNINA MARIE M. GARROVILLAS** (hereinafter called "DCI INT'L");

WHEREAS, PHILHEALTH invited Bids for the Procurement of Various IT Equipment (ITB No. 13-PB15) for Lot 1 & 3 and has accepted the Bid by DCI INT'L for the supply of those goods in the sum of **ONE MILLION FIVE HUNDRED TEN THOUSAND FIVE HUNDRED PESOS ONLY (Php 1,510,500.00)** (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:

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 DCI INT'L (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. 003 s.2016 (Annex "F");
 - (g) the PRO-BAC Resolution No. 007 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 DCI INT'L as hereinafter mentioned, DCI INT'L 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 DCI INT'L 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

JENNINA MARIE M. GARROVILLAS
Account Manager, DCI INT'L I.T. Solutions & Services Corp.

EDWIN M. ORIÑA, M.D.
OIC, PRO IVA

KAREN LACORTE
Witness

MADELLA T. FELICE
Witness

FELICIANA O. PASTORPIDE
Witness

IGUEL T. MACALINAO
Witness

7. Within Forty (45) days after complete delivery to and acceptance by PHILHEALTH and upon submission of DCI INT'L 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 **ONE MILLION THREE HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED FIFTY PESOS ONLY (Php 1,359,450.00)** 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 **One Hundred Fifty One Thousand Fifty Pesos (PhP 151,050.00)** only. Said amount shall only be released after the lapse of the **three (3) 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 DCI INT'L 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 **three (3) years** 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**

by:



EDWIN M. ORIÑA, M.D.
OIC, PRO IVA

**DCI INT'L I.T. SOLUTIONS & SERVICES
CORP**

by:




JENNINA MARIE M. GARROVILLAS
Account Manager

Signed in the presence of:



MIGUEL T. MACALINAO
Witness



MABELLE T. FELIPE
Witness for DCI INT'L I.T. SOLUTIONS &
SERVICES CORP


ACKNOWLEDGMENT

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

BEFORE ME, this FEB 26 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


JENNINA MARIE M. GARROVILLAS
DCI Int'l Solutions & Services Corp.

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 acts and deeds and that of the corporations
being represented.

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

Doc No. 386 ;
Page No. 79 ;
Book No. 641 ;
Series of 2016.


EDWIN G. CONDAYA
NOTARY PUBLIC
PASIG, TAGUIG, PATEROS & SAN JUAN
UNTIL DEC. 31, 2016
PTR NO. 1383953/01-04-16
IBP NO. 1016995/12-29-15
ROLL NO. 26683
TIN NO. 210-588-191-000
MCLE IV - 0004493
2ND FLOOR ARMAL BLDG. URBANO VELASCO AVE. MALABO, PASIG CITY

| | | |
|---|--|---|
| PASAPORTE PASSPORT | REPUBLIC OF THE PHILIPPINES REPUBLICA DE FILIPINAS REPUBLIK DER FILIPPINEN | Identification Number Numero de Identificación Identifikationsnummer 666362493 |
|  | ORIGIN Origen Ursprung EDWIN Full name (surname, given name) Nombre completo (Apellido, nombre) Voller Name (Nachname, Vorname) MUSA Date of birth Fecha de nacimiento Geburtsdatum 24 JUL 69 Sex Sexo Geschlecht M Place of birth Lugar de nacimiento Geburtsort MAKATI RIZAL | Identification Number Numero de Identificación Identifikationsnummer FILIPINO Place of birth Lugar de nacimiento Geburtsort DFA MANILA Expiry date of passport Fecha de expiración del pasaporte Gültigkeitsdauer des Reisepasses Validity date of passport 17 SEP 17 Signature Firma Unterschrift  |

Republic of the Philippines
Philippine Health Insurance Corporation
www.philhealth.gov.ph



PASTORPIDE, FELICIANO O.
Fiscal Controller IV

Signature







REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF INTERNAL REVENUE

GARROVILLAS, JENNINA MARIE MATA

TIN: 412-672-604-000

19 A MAGSAYSAY AVE

SAN ROQUE

TERESA RIZAL

BIRTH DATE: 3/1/1990

ISSUE DATE: 9/6/2011



SIGNATURE