

CONTRACT FOR THE  
SUPPLY AND DELIVERY OF VARIOUS IT EQUIPMENT

THIS CONTRACT made on the 18<sup>th</sup> day of November 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-

MASANGKAY COMPUTER CENTER, a Sole Proprietorship registered with the Department of Trade and Industry (DTI) 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 St., Sta. Cruz, Manila, represented herein by its OWNER, PETER W. KO (hereinafter called "MCC"):

WHEREAS, PHILHEALTH invited Bids for the Supply and Delivery of Various IT (ITB No. 17-PB16) for Lot 1,4,15 and 17 and has accepted the Bid by MCC for the supply of said goods in the sum of TWO MILLION THREE HUNDRED FOUR THOUSAND SIX HUNDRED SEVENTEEN PESOS ONLY (P 2,304,617.00) for Lot 1, ONE HUNDRED ONE THOUSAND NINE HUNDRED SEVENTY NINE PESOS ONLY (P101,979.00) for Lot 4, ONE HUNDRED FORTY THREE THOUSAND TWO HUNDRED EIGHTY PESOS ONLY (P143,280.00) for Lot 15, and TWELVE THOUSAND NINE HUNDRED FORTY EIGHT PESOS ONLY (P12,948.00) for Lot 17 (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 MCC (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. 091 s.2016 (Annex "F");
  - (g) the PRO-BAC Resolution No. 101 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 MCC as hereinafter mentioned, MCC 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 MCC 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. MCC 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.
7. Within Forty (45) days after complete delivery to and acceptance by PHILHEALTH and upon submission of MCC 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 TWO MILLION SEVENTY FOUR THOUSAND ONE HUNDRED FIFTY FIVE PESOS and 30/100 ONLY (P 2,074,155.30) for Lot 1, NINETY ONE THOUSAND SEVEN HUNDRED EIGHTY ONE PESOS and 10/100 ONLY (P91,781.10) for Lot 4, ONE HUNDRED TWENTY EIGHT THOUSAND NINE HUNDRED FIFTY TWO PESOS ONLY (P128,952.00) for Lot 15, and ELEVEN THOUSAND SIX HUNDRED FIFTY THREE PESOS and 20/100 ONLY (P11,653.20) for Lot 17 only, which are ninety percent (90%) of the total contract price per lot.

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 TWO HUNDRED THIRTY THOUSAND FOUR HUNDRED SIXTY ONE PESOS and 70/100 ONLY (P 230,461.70) for Lot 1, TEN THOUSAND ONE HUNDRED NINETY SEVEN PESOS and 90/100 ONLY (P10,197.90) for Lot 4, FOURTEEN THOUSAND THREE HUNDRED TWENTY EIGHT PESOS ONLY (P14,328.00) for Lot 15, and ONE THOUSAND TWO HUNDRED NINETY FOUR PESOS and 80/100 ONLY (P1,294.80) for Lot 17. Said amount shall only be released after the lapse of the Three (3) year warranty period for Lot 1, One (1) year warranty period for Lot 4, Three (3) year warranty period for Lot 15 and One (1) year warranty period for Lot 17 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 MCC 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 covering the whole duration of the warranty period provided for each delivered item.

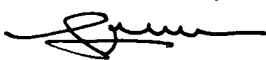
8. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. No. 9184, shall form as integral parts of this contract between the PARTIES hereto.

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

Recommended by:

  
FELICIANA O. PASTORPIDE  
OIC, MSD

MASANGKAY COMPUTER CENTER


by:


  
PETER W. KO  
Owner

Approved by:


  
EDWIN M. ORIÑA, M.D.  
OIC, PRO IVA

Signed in the presence of:

  
**BENJIE A. CUVINAR**  
Witness for PhilHealth

  
**MIGUEL C. FRANCISCO**  
Witness for MCC

  
**ARON R. RIANO**  
Witness for PhilHealth



  
**CRISTINA L. ARBIS**  
Witness for MCC

ACKNOWLEDGMENT

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

02 DEC 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
 <b>EDWIN M. ORIÑA, M.D.</b> Philippine Health Insurance Corporation	<b>PASSPORT#</b> <u>EB6362469</u>	<u>Effectivity Date Sept 17, 2017/DFA Manila</u>
 <b>PETER W. KO</b> Masangkay Computer Center	<u>TIN 10 # 106- 690- 242-000</u>	<u>1-30-2009 / Manila</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. 396 ;  
Page No. 80 ;  
Book No. VI ;  
Series of 2016.

  
**ATTY. AGUSTIN B. CABREDO**  
Notary Public for Manila  
Notarial Commission No. 2015-109  
Until December 31, 2016  
Rm. 409, First United Bldg. Co.,  
Escolta, Manila  
Roll No. 26047  
PTR. No. 4886571 / 1-4-16 / Manila  
ISP Lifetime Member 05097  
MCLE No. V-0003138 - 7-26-14