

## CONTRACT FOR IT EQUIPMENT & SOFTWARE

This Contract is made and entered into this \_\_\_\_\_ by and between:

**PHILIPPINE HEALTH INSURANCE CORPORATION - REGIONAL OFFICE VI** with business address at Gaisano City Capital - Iloilo, Luna St., La Paz, Iloilo City, Philippines, herein represented by its Regional Vice-President, **LOURDES F. DIOCSON**, and hereinafter referred to as "**PHILHEALTH**", and **NG KHAI DEVELOPMENT CORPORATION** with business address at Engy Tech Building, H Cortes, Banilad, Mandaue City, Philippines, herein represented by its Account Manager, **MR. JONATHAN O. MONINO**, and hereinafter referred to as the "**SUPPLIER**";

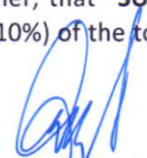
WITNESSETH:

**WHEREAS**, **PHILHEALTH** invited Bids for certain goods and ancillary services, viz., **IT Equipment & Software** and has accepted the Bid of **NG KHAI DEVELOPMENT CORPORATION**, for the supply of these goods in the sum of **SEVEN HUNDRED FIFTY THOUSAND ONE HUNDRED PESOS (Php 751,100.00)** Philippine Currency, hereinafter called "the Contract Price";

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 Bid Form, Bid Documents, and the Price Schedule submitted by the Bidder;
  - b. The Schedule of Requirements;
  - c. The Technical Specifications;
  - d. The General Conditions of Contract;
  - e. The Special Conditions of Contract; and
  - f. The Entity's Notification of Award.
3. In consideration of the payments to be made by "**PHILHEALTH**" to the "**SUPPLIER**" as hereinafter mentioned, the "**SUPPLIER**" hereby covenants with "**PHILHEALTH**" to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. "**PHILHEALTH**" hereby covenants to pay the "**SUPPLIER**" in consideration of the delivery of the IT Equipment & Software and the remedying of 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. "**PHILHEALTH**" shall impose a penalty in the amount equivalent to 1/10 of 1 percent of the value of the undelivered IT Equipment & Software for each day of the delay as liquidated damages.
6. "**PHILHEALTH**" shall hold ten percent (10%) of the total contract price as retention money or as obligation for the "Warranty" in an amount equivalent to Seventy Five Thousand One Hundred Ten Pesos (Php 75,110.00), Philippine Currency. Said amount shall only be released after the lapse of the warranty period as required under Section 62 (Warranty) of the IRR of RA 9184. Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under this

Agreement have been fully met. Provided further, that "**SUPPLIER**" may opt to post a special bank guarantee to at least ten percent (10%) of the total contract price. The said



special bank guarantee shall have a validity period covering the whole duration of the warranty period of one (1) year.

7. The contracting parties undertake to comply with Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy (Revision 1)" which is deemed incorporated into this Contract. No PhilHealth personnel shall solicit, demand or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the public or private sector, at anytime, or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.

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 on the first page hereof.

**NG KHAI DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_

**MR. JONATHAN O. MONINO**  
Account Manager

**PHILIPPINE HEALTH INSURANCE  
CORPORATION**

By: \_\_\_\_\_

**LOURDES F. DIOCSON**  
Regional Vice President

Signed in the Presence of:

**JONALYN T. ILISAN**  
FISCAL CONTROLLER III

**MARJORIE A. CABRIETO**  
Chief, Management Services Division

**CARMEN HINOGUIN**  
NG KHAI – Sales Team Leader

**ACKNOWLEDGMENT**

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

**LOILO CITY**  
BEFORE ME, a Notary Public for and in the City and Province of \_\_\_\_\_, this  
MAY 26 2016 day of \_\_\_\_\_, personally appeared :

Competent Evidence of Identity	Issued on/Issue at
<u>MS. LOURDES F. DIOCSON</u>	<u>PHIC I.D. No. 100-930-01</u>
	<u>Pasig City</u>

with their competent evidence of identity indicated above and are personally known to the notary public known to me and to me known to be the same persons who executed the foregoing Contract consisting of three (3) pages including the page on which this acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereof and sealed with my notarial seal and they acknowledged to me that the same are their free voluntary act and deed and of the entities they respectively represent

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Page No. 19;  
Book No. 1111;  
Series of 2016

**ATTY. ROBERT J. PARCON**  
NOTARY PUBLIC FOR THE CITY & PROVINCE OF ILOILO  
UNTIL DECEMBER 31, 2016 ( REG. 119 )  
JACELA GEDUSPAN & PARCON LAW OFFICES  
G/F YMCA ANNEX BLDG. IZNART ST., I.C.  
PTR NO. 4308991-1/11/16/ AT POTOTAN, ILOILO  
IBP REC. NO. 1021564-1/8/16/ AT ILOILO CITY  
ATTORNEY'S ROLL NO. 43351  
TIN: 166-481-527  
MCLE 4TH COMPLIANCE NO. 0014963 ON 3/26/13



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF **CEBU CITY** ) S.S.

BEFORE ME, a Notary Public for and in the City and Province of **15 APR 2016**, this  
day of **CEBU CITY**, personally appeared:

Competent Evidence of Identity Issued on/Issue at

**MR. JONATHAN O. MONINO** COMMUNITY TAX 01-0814 / CDPN

with their competent evidence of identity indicated above and are personally known to the notary public known to me and to me known to be the same persons who executed the foregoing Contract consisting of three (3) pages including the page on which this acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereof and sealed with my notarial seal and they acknowledged to me that the same are their free voluntary act and deed and of the entities they respectively represent

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**ATTY. DELON RICHEL RAMON B. URO**  
NOTARY PUBLIC  
10 JAKO SALEM STREET CEBU CITY  
NOTARIAL COMMISSION NO. 211.06  
UNTIL DECEMBER 31, 2017  
CPN NO. 10343429/12-10-15/CEBU CITY  
RP NO. 1002887/12-10-15/CEBU PROVINCE  
ROLL OF ATTORNEY'S NO. 40562  
ISLE COMP. NO. III-0010585

*[Signature]*