

CONTRACT FOR CY 2015 3rd & 4th QUARTER IT SUPPLIES

PHILIPPINE HEALTH INSURANCE CORPORATION - REGIONAL OFFICE VI with business address at Gaisano City Capital-Iloilo Luna St., La Paz, Iloilo City, herein represented by its Regional Vice-President, **LOURDES F. DIOCSO**N, and hereinafter referred to as "**PHILHEALTH**",

and

PRECISION BLACK TONER, INC. with business address at Unit 208 SGC Bldg., 3615 Davila St., Brgy. Lapaz, Makati City, herein represented by its Representative, **MS. JEAN V. NABUA**, and hereinafter referred to as the "**SUPPLIER**";

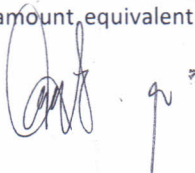
WITNESSETH:

WHEREAS, **PHILHEALTH** invited Bids for certain goods and ancillary services, under public bidding viz., **Procurement of 3rd & 4th Quarter 2015 IT Supplies** and has accepted the Bid by **PRECISION BLACK TONER, INC.** for the supply of those goods in the sum of **TWO MILLION THREE HUNDRED SEVENTY NINE THOUSAND SIX HUNDRED THIRTEEN PESOS (PHP 2,379,613.00)** Philippine Currency, hereinafter called "the Contract Price".

WHEREAS, on February 18, 2016 a Notice of Award was issued by **PHILHEALTH** to the **SUPPLIER** pursuant to BAC Resolution No. 2016JAM-004;

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 and the Price Schedule submitted by the Bidder;
 - b. Annual Procurement Plan 2015;
 - c. The Schedule of Requirements;
 - d. The Purchase Request and the Technical Specifications;
 - e. The Invitation to Bid, Bid Documents, and the Bid Data Sheet;
 - f. The General Conditions of Contract;
 - g. The Special Conditions of Contract; and
 - h. 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 Procurement of 3rd & 4th Quarter 2015 IT Supplies 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 Procurement of 3rd & 4th Quarter 2015 IT Supplies 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 Two Hundred Thirty



Seven Thousand Nine Hundred Sixty One Pesos and 30/100 (Php 237,961.30), 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. (3 months for expendable supplies) 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 the "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 six (6) months.

7. Terms of payment shall be 30 days upon completion of delivery by the "SUPPLIER".

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.

PRECISION BLACK TONER, INC.

By:


MS. JEAN V. NABUA
Representative

PHILIPPINE HEALTH INSURANCE
CORPORATION-Regional Office VI

By:


MS. LOURDES F. DIOCSO
Regional Vice-President

Signed in the Presence of:


JONALYN T. ILISAN
FISCAL CONTROLLER III


MARJORIE A. CABRIETO
Division Chief - MSD


Precision Black Toner, Inc. Representative

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City and Province of LOILO CITY, this
day of MAY 03 2016, personally appeared:

Competent Evidence of Identity Issued on/Issue at

MS. JEAN V. NABUA

SSS# 02-1713171-7

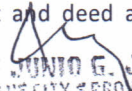
MS. LOURDES F. DIOCSO

PHIC I.D. No. 100-930-01

Pasig City

with their competent evidence of identity indicated above known to me and to me known to be the same persons who executed the foregoing Contract consisting of two (2) 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

Doc. No. 196;
Page No. 41;
Book No. 411;
Series of 2016.


ATTY. JOSE JUNIO G. JACELA
NOTARY PUBLIC FOR THE CITY & PROVINCE OF ILOILO
UNTIL DECEMBER 31, 2017 (REG. NO. 89)
JACELA, GERUSAN & PORCONIA LAW OFFICES
G/F YMCA ANEX BLDG 12BART ST., I.C.
PTI NO. 5284147, D 07/05/16, ILOILO CITY
I&F REG. NO. 241434, 01/05/16, ILOILO CITY
ATTORNEY'S ROLL NO. 17881
TIN NO. 137-351-556
MCLE IV NO. 0024357
MCLE NO. V-0005826