

CONTRACT FOR THE PROCUREMENT OF VARIOUS PRINTERS FOR CY2016

THIS AGREEMENT made and entered into this JUN 14 2017 day of _____ 2017, in the City of MANILA Metro Manila, by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation duly created by virtue of R.A. 7875, as amended by R.A 9241 and R.A. No. 10606 or the "National Health Insurance Act of 2013", with principal office address at 17th Floor, City State Center Building, 709 Shaw Blvd. corner Oranbo Drive, Pasig City, represented herein by its **Secretary of Health and Chairperson of the Board, PAULYN JEAN ROSELL-UBIAL, M.D. MPH. CESO II** (hereinafter called "**PHILHEALTH**").

-and-

MASANGKAY COMPUTER CENTER, registered with the Department of Trade and Industry with 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 **Account Executive, ROSEMARIE Y. QUILAP**, (hereinafter called "**MASANGKAY**").

WHEREAS, **PHILHEALTH** posted a procurement opportunity for the **Bidding of Various Printers for CY2016** and has accepted the Bid by **MASANGKAY COMPUTER CENTER** for the supply of those goods in the sum of, **TWO MILLION SIX THOUSAND SIX HUNDRED EIGHTY TWO PESOS (PhP2,006,682.00)** (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - Masangkay's Schedule of Requirements (**Annex "A"**);
 - Masangkay's Bid Form (**Annex "B"**);
 - Masangkay's Technical Proposal and its Appendices (**Annex "C"**);
 - Notice of Award (**Annex "D"**);
 - BAC-ITR Resolution No. 03, s. 2017 (**Annex "E"**);
 - General Conditions of the Contract (GCC) (**Annex "F"**);
 - Special Conditions of the Contract (SCC) (**Annex "G"**);
 - Bid Bulletin (**Annex "H"**) ; and
 - Performance Security (**Annex "I"**).
- In consideration of the payments to be made by **PHILHEALTH** to **MASANGKAY** as hereinafter mentioned, **MASANGKAY** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;
- PHILHEALTH** hereby covenants to pay **MASANGKAY** in consideration of the provision of the goods and services 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;
- The contract price covers the costs of all Deliverable Items and Services and includes all applicable taxes, including the 12% Value Added Tax (VAT), customs duties, license fees, freight, insurance, cost of importation and delivery at the time and locations specified and other charges which may be imposed on the Product by foreign and local authorities;

6. **MASANGKAY** hereby covenants to deliver in favor of **PHILHEALTH** the **Sixty Three (63) units of Various Printers for CY2016** and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract;
7. **Within Thirty (30) Calendar Days** after complete delivery to and acceptance by **PHILHEALTH**, **MASANGKAY** shall submit the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements as may be required by the former as condition for payment. **PHILHEALTH** shall thereafter pay the sum of **One Million Nine Hundred Eighty Six Thousand Six Hundred Fifteen Pesos and Eighteen Centavos (PhP1,986,615.18) only**, which is ninety nine percent (99%) of the total contract price;

As obligation for the warranty, **PHILHEALTH** shall withhold **one percent (1%) of the total contract price** as **retention money** or as obligation for "**Warranty**" in an amount equivalent to **Twenty Thousand Sixty Six Pesos and Eighty Two Centavos (PhP20,066.82) 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 R.A. 9184 . Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under this Contract have been fully met;


MASANGKAY, however, may opt to post the required retention money equivalent to one percent (1%) of the total contract price for the first year, which may be released after the lapse of the warranty for the first year and upon posting of a **special bank guarantee equivalent to at least one percent (1%) of the total contract price** for the second year, to be renewed on the third year. Failure to submit the required special bank guarantee for the third year shall be a ground for blacklisting;

8. 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, on 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;
9. 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. 9184, shall form an integral part 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 had fully understood the same.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

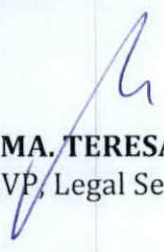
**PHILIPPINE HEALTH INSURANCE
CORPORATION**



PAULYN JEAN ROSELL-UBIAL, M.D. MPH. CESO II
Secretary of Health
Chairperson of the Board


**MASANGKAY COMPUTER
CENTER**

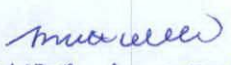

ROSEMARIE Y. QUILAP
Account Executive


Signed in the presence of:


ATTY. MA. TERESA E. ALIBANTO
OIC-OSVP, Legal Sector


OIC JEANIE T. BERNOLIA
Office of the Senior Manager
IT Management Department


JUVY D. BALOLONG
Division Chief IV
AIC Division, Comptrollership Dept.


ANALIZA MONTECALZO
Witness for **MASANGKAY**


CARMY PEÑAVÉRNE
Witness for **MASANGKAY**


ACKNOWLEDGEMENT

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

BEFORE ME, this JUN 14 2017 day of 2017, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

PAULYN JEAN ROSELL-UBIAL, M.D. MPH. CESO II DOT ID 1991-0156, 1991 MANILA
Philippine Health Insurance Corp.

ROSEMARIE Y. QUILAP
MASANGKAY COMPUTER CENTER


TIN ID 418-212-135-000

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of **Seventy Nine (79) pages** including the annexes and this page on which the acknowledgement 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 SEAL on the date and place first above written.

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Book No. 9
Series of 2017


ATTY. ALYSHA GRACE M. ZULUETA
NOTARY PUBLIC
COMM. NO. 2016-045 UNTIL DEC. 31, 2017
PTR NO. 5993403 1/3/2017
IBP LIFETIME-011076-6/19/12
ROLL NO. 60523 MCLE V-0005228
UNIT 7 0 7F, MEB CONDO. 1200
J. BUCOBO ST. ERMITA MNL.
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