

CONTRACT FOR THE PROCUREMENT OF VARIOUS DESKTOP
COMPUTERS (ITB No. VDCs 2017-007-IT)

12 2 MAR 2018
THIS AGREEMENT made and entered into this _____ day of _____ 2018, 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 **Interim/OIC President and Chief Executive Officer, DR. CELESTINA MA. JUDE P. DE LA SERNA**, (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 Desktop Computers** and has accepted the Bid by **MASANGKAY COMPUTER CENTER** for the supply of those goods in the sum of, **NINE MILLION TWO HUNDRED SIXTY TWO THOUSAND NINE HUNDRED SEVENTY NINE PESOS (Php9,262,979.00)** (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) Masangkay's Schedule of Requirements (**Annex "A"**);
 - (b) Masangkay's Bid Form (**Annex "B"**);
 - (c) Masangkay's Technical Proposal and its Appendices (**Annex "C"**);
 - (d) Notice of Award (**Annex "D"**);
 - (e) BAC-ITR Resolution No. 27, s. 2017 (**Annex "E"**);
 - (f) General Conditions of the Contract (GCC) (**Annex "F"**);
 - (g) Special Conditions of the Contract (SCC) (**Annex "G"**);
 - (h) Bid Bulletin (**Annex "H"**); and
 - (i) Performance Security (**Annex "I"**).
3. 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;
4. **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;
5. 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 **One Hundred Sixty Three (163) units of Various Desktop Computers** and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract;
7. **Within Forty Five (45) 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 **Nine Million One Hundred Seventy Thousand Three Hundred Forty Nine Pesos and Twenty One Centavos (PhP9,170,349.21) 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 **Ninety Two Thousand Six Hundred Twenty Nine Pesos and Seventy Nine Centavos (PhP92,629.79) 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;

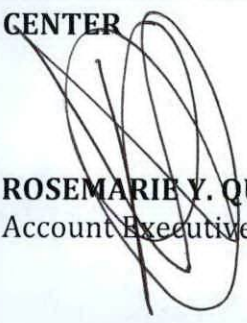
The PARTIES hereby certify that they have read or caused to be read to them each and every provision of the foregoing Contract and that they had fully understood the same.

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



DR. CELESTINA MA. JUDE P. DE LA SERNA
Interim/ OIC President and CEO

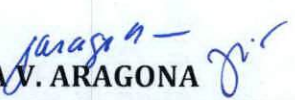
MASANGKAY COMPUTER CENTER



ROSEMARIE Y. QUILAP
Account Executive

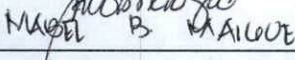
Signed in the presence of:



RUBEN JOHN A. BASA
EVP and COO


ATTY. GERMAIN G. LIM
SVP, Legal Sector


JOVITAY V. ARAGONA
SVP-Chief Information Officer
Information Management Sector


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


Witness for MASANGKAY


Witness for MASANGKAY

ACKNOWLEDGEMENT

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

BEFORE ME, this 22 MAR 2018 day of _____ 2018, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

DR. CELESTINA MA. JUDE P. DE LA SERNA
Philippine Health Insurance Corp.

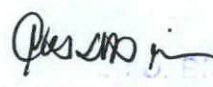
ROSEMARIE Y. QUILAP
Masangkay Computer Center

BIR TIN NO. 448-212-135-000

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of **Seventy-five (75) 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. VII
Series of 2018


NOTARY PUBLIC UNTIL DEC. 31, 2018
IBP LIFETIME NO. 015244
MCLE COMPLIANCE NO. VI-0004604/04-14-2022
PTR NO. 6986624 ROLL NO. 65624
COMM. NO. 2017-072 UNTIL DEC 31, 2018
818 BALAYA ST. TONDO, MANILA