

CONTRACT FOR THE
SUPPLY AND DELIVERY OF VARIOUS IT EQUIPMENT – LOT 1
(58 units of Desktop Computer, Regular, 1 unit Laptop High-End,
2 units Laptop Regular)

SEP 28 2018

THIS CONTRACT made on the _____ day of _____ 2018 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 **Acting President and Chief Executive Officer, ROY B. FERRER, M.D.,**
MSc. (hereinafter called “**PHILHEALTH**”)

-and-

DCI INTERNATIONAL I.T. SOLUTIONS AND SERVICES CORP., a corporation duly
registered with the Securities and Exchange Commission and existing under the laws of the Republic of the
Philippines with business address at **Unit 3A Comtal Bldg., L1-D1 Victoria’s Place C. Raymundo**
Avenue, Caniogan, Pasig City, represented herein by its **Account Manager, MABELLE T. FELIPE**
(hereinafter called “**DCI**”):

WHEREAS, PHILHEALTH invited Bids for the **Supply and Delivery of Various IT**
Equipment – Lot 1 (ITB No. 02-PB18) and has accepted the Bid by **DCI INTERNATIONAL I.T.**
SOLUTIONS AND SERVICES CORP., for the supply of said goods in the sum of **THREE MILLION**
SIX HUNDRED SIXTY ONE THOUSAND PESOS ONLY (Php 3,661,000.00) (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 **DCI (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. 071 s.2018 (**Annex “F”**);
 - (g) the PRO-BAC Resolution No. 083 s.2018 (**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 **DCI** as hereinafter mentioned,
DCI 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 **DCI** 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. **DCI** hereby covenants to deliver in favor of **PHILHEALTH** the **Various IT Equipment** and the
services related hereto, in accordance with the technical specifications as stated in the Annexes of
this contract.

Approved by: **ROY B. FERRER, M.D., MSc.**
Acting President & CEO

RUBEN JOHN A. BASA
LVP & COO

Recommended by: **GREGORIO C. RULLODA**
AVP Area II

Submitted by: **ELIZABETH S. FERNANDEZ, M.D.**
RVP, PRO IVA

MABELLE T. FELIPE
Witness for DCI

TONI YULA M. LOGSIN
Witness for DCI

ARON R. RIANO
Witness for Phil Health

FELICIANA O. PASTORPIDE
Witness for Phil Health

MABELLE T. FELIPE
Account Manager

7. Within Thirty (30) days after complete delivery to and acceptance by **PHILHEALTH** and upon submission of **DCI** 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 **THREE MILLION FIVE HUNDRED FIFTY ONE THOUSAND ONE HUNDRED SEVENTY PESOS (Php 3,551,170.00) only**, which is ninety-seven percent (97%) of the total contract price.

As obligation for the Warranty, **PHILHEALTH** shall hold the **three percent (3%) of the total contract price as retention money** in an amount equivalent to **ONE HUNDRED NINE THOUSAND EIGHT HUNDRED THIRTY PESOS (Php 109,830.00) only**.

Said amount shall only be released after the lapse of the **warranty period** for non-expendable supplies as required under **Section 62 (Warranty) of the 2016 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 **DCI** may opt to post a **special bank guarantee** equivalent to at least **three percent (3%) of the total contract price**. The said special bank guarantee must have a validity period of **three (3) years** covering the whole duration of the **warranty period**.

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**

**DCI INT'L IT SOLUTIONS & SERVICES
CORP.**

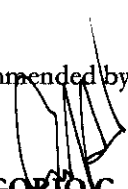
Submitted by:

by:


ELIZABETH S. FERNANDEZ
RVP, PRO IVA




MABELLE T. FELIPE
Account Manager

Recommended by:


GREGORIO C. RULLODA
AVP, Area II



RUBEN JOHN A. BASA
EVP & COO

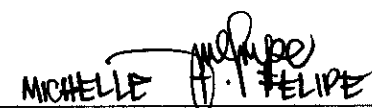
Approved by:


ROY B. FERRER, M.D., MSc.
Acting President and Chief Executive Officer 

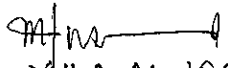


Signed in the presence of:


FELICIANA O. PASTORPIDE
Witness for PhilHealth


MICHELLE J. FELIPE
Witness for DCI


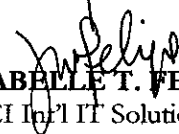

ARON R. RIANO
Witness for PhilHealth


TONI YHLA M. LOCSIN
Witness for DCI

ACKNOWLEDGMENT

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

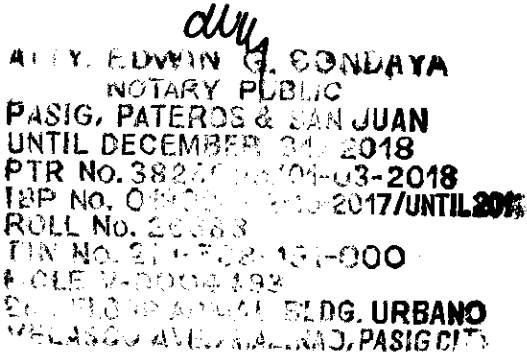
BEFORE ME, this SEP 28 2018 2018, personally appeared the following persons exhibiting to me their respective Government-issued IDs:

	Identification Card and No.	Date/Place of Issue
 ROY B. FERRER, M.D., MSc. Philippine Health Insurance Corporation	_____	_____
 MABELLE T. FELIPE DCI In/IT Solutions and Services Corp.	<u>UMID CARN-0111-2289175-6</u>	<u>DEC-2013/CAMILING TAWAG</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. 113 ;
Page No. 1 ;
Book No. CLM ;
Series of 2018.


ATTY. EDWIN G. SONDAYA
NOTARY PUBLIC
PASIG, PATEROS & SAN JUAN
UNTIL DECEMBER 31, 2018
PTR No. 3824000-04-03-2018
IBP No. 0890000-04-03-2017/UNTIL 2018
ROLL No. 26383
TIN No. 21-708-101-000
P.O. Box 100000
201 PLOTA ANNA BLDG. URBANO
MELASGO AVE. PASIG CITY