

**CONTRACT FOR THE PROCUREMENT OF ONE (1) LOT SUPPLY  
AND DELIVERY OF CUSTOMER'S DELIGHT FOR PHILHEALTH  
MEMBERS IN PRO NCR**  
(PRO NCR ITB NO. 04, S-2019)

JUL 09 2019

**THIS CONTRACT** made on the \_\_\_\_ day of \_\_\_\_\_, 2019, between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government-owned and controlled corporation created and existing by virtue of R.A. 7875, as amended by R.A. 10606, otherwise known as the "National Health Insurance Act of 2013", with office address at VCP Bldg. 68 Kalayaan Ave., Teacher's Village West, Quezon City, represented herein by its Vice President, **GILDA SALVACION A. DIAZ**, hereinafter called "**PHILHEALTH**";

and

**SAIKO INTERNATIONAL TRADING CORPORATION**, a business name registered with the Securities and Exchange Commission with Reg. No. AS096-003764 issued on 3 April 1996 and existing under the laws of the Republic of the Philippines, with business address at Lot 23, Blk. 1, Glowdell Ave., FBIC Tikay, Malolos City, represented herein by its Corporate Secretary / Marketing Officer, **CINDERELLA I. DOMINGO**, hereinafter called "**SAIKO INTERNATIONAL TRADING CORPORATION**.";

**WITNESSETH:**

**WHEREAS, PHILHEALTH** invited Bids for the **PROCUREMENT OF ONE (1) LOT SUPPLY AND DELIVERY OF CUSTOMER'S DELIGHT FOR PHILHEALTH MEMBERS IN PRO NCR** and has accepted the Bid of **SAIKO INTERNATIONAL TRADING CORPORATION** for the supply of subject goods in the sum of **ONE MILLION FIVE HUNDRED TWENTY SEVEN THOUSAND SEVEN HUNDRED SIXTY EIGHT PESOS (Php1,527,768.00)** only, hereinafter called "**the Contract Price**".

**NOW, THEREFORE**, for 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 the Contract hereunder referred to.
2. The following documents shall be deemed to form and be read and construed as part of this contract, viz:
  - a) The Financial Proposal submitted by **SAIKO INTERNATIONAL TRADING CORPORATION** (Annex A)
  - b) The Schedule of Requirements submitted by **SAIKO INTERNATIONAL TRADING CORPORATION** (Annex B)
  - c) The Technical Specifications submitted by **SAIKO INTERNATIONAL TRADING CORPORATION** (Annex C)
  - d) The General Conditions of the Contract (Annex D)
  - e) The Special Conditions of the Contract (Annex E)
  - f) The BAC Resolution No. 13, s-2019 (Annex F)
  - g) The Notice of Award (Annex G)
  - h) The Performance Security (Annex H)
  - i) The SEC Registration (Annex I)

Nawita I. Domingo

C. Domingo



3. In consideration of the payments to be made by **PHILHEALTH** to **SAIKO INTERNATIONAL TRADING CORPORATION.**, as hereinafter mentioned, **SAIKO INTERNATIONAL TRADING CORPORATION** 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 **SAIKO INTERNATIONAL TRADING CORPORATION** in consideration of the provision of the goods and services, the Contract Price or such other sum as may become payable at the time and in the manner prescribed by this Contract.
5. The contract price covers all taxes, including the twelve percent (12%) Value-Added Tax, customs duties, license fees, freight insurance and other charges which may be imposed on the Product by the foreign and local authorities.
6. **SAIKO INTERNATIONAL TRADING CORPORATION** hereby covenants to deliver in favor of **PHILHEALTH** the goods stated in the Schedule of Requirements (Annex B) and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract.
7. Upon submission by **SAIKO INTERNATIONAL TRADING CORPORATION** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements, **PHILHEALTH** shall pay within thirty (30) calendar days after each complete delivery and acceptance by **PHILHEALTH**.

**PHILHEALTH** shall hold the **one percent (1%)** of the total contract price as retention money or as obligation for "Warranty" in an amount equivalent to **FIFTEEN THOUSAND TWO HUNDRED SEVENTY SEVEN PESOS AND 68/100 (Php15,277.68)** only. Said amount shall only be requested for release after **three (3) months** from the final delivery and issuance of the final Certificate of Acceptance. Provided, however, that the goods supplied and all the conditions imposed under the contract have been fully met. Provided further, that **SAIKO INTERNATIONAL TRADING CORPORATION** may opt to post a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said special bank guarantee must have a validity period of **three (3) months** covering the whole duration of the warranty period.

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 IRR of RA 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 here to have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

PHILHEALTH REGIONAL OFFICE –  
NATIONAL CAPITAL REGION

  
GILDA SALVACION A. DIAZ

Vice President  
PhilHealth Regional Office NCR

SAIKO INTERNATIONAL TRADING  
CORPORATION

  
MARITA V. SANTOS

President

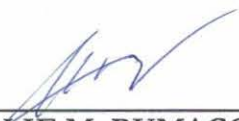
Recommending Approval:

  
MARICEL J. MAGLAILANG

OIC - Management Services Division  
PhilHealth Regional Office NCR

*MCAT # 2019-08-26*

Signed in the Presence of:

  
WILLIE M. BUMACOD

OIC-Fund Management Section  
PhilHealth Regional Office NCR

  
CINDERELLA I. DOMINGO

Saiko International Trading Corporation

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )

QUEZON CITY ) S.S.


*JUL 09 2019*  
BEFORE ME, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, personally appeared the following persons exhibiting to me their respective government-issued IDs, to wit:

	Identification Card and Number	Date/Place of Issue
GILDA SALVACION A. DIAZ PhilHealth Regional Office NCR	OSCA ID Control No. 05011-P	November 25, 2016 Quezon City
Cinderella I. Domingo Saiko International Trading Corporation	Passport No. P5899568A	Feb. 05, 2018 DFA NCR WEST

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 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. 16  
Series of 2019 \_\_\_\_\_

  
**ATTY. GILBERTO B. PASIMANERO**  
Notary Public Until Dec. 31, 2019  
Notarial Commission 2018-015 Mla.  
IBP# 012434 Pasig 7-27-17 until 2019  
PTR# Mla 8008955 - 1-3-2019  
Roll# 25473, TIN# 103-098-346  
MCLE Compl. No. VI-0011418 until 4-14-2022

  
Maria V. Dizon





