

**CONTRACT FOR THE PROCUREMENT OF
ONE (1) LOT SUPPLY AND DELIVERY OF TONER CARTRIDGES, DRUM
KITS, AND MAINTENANCE KITS FOR LEXMARK MS810DN PRINTERS
FOR PRO NCR
(PRO NCR ITB NO. 06, S-2019 LEXMARKCONSUMABLES)**

THIS CONTRACT made on the 25 OCT 2019 day of 2019, 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


LINK_NETWORK SOLUTIONS INC., a business name registered with the Securities and Exchange Commission with Company Reg. No. CS200804606 issued on 31 March 2008 and existing under the laws of the Republic of the Philippines, with business address at 2nd Floor, Matheus Building, Pagulayan cor. Gen. Luna St., Poblacion, Makati City, represented herein by its General Manager, **RHONIEL B. MAHUSAY**, hereinafter called "**LINK_NETWORK SOLUTIONS INC.**";

WITNESSETH:

WHEREAS, PHILHEALTH invited Bids for the **PROCUREMENT OF ONE (1) LOT SUPPLY AND DELIVERY OF TONER CARTRIDGES, DRUM KITS, AND MAINTENANCE KITS FOR LEXMARK MS810DN PRINTERS FOR PRO NCR** and has accepted the Bid of **LINK_NETWORK SOLUTIONS INC.** for the supply and delivery of subject goods in the sum of **TWO MILLION FIFTY SIX THOUSAND NINE HUNDRED FIFTY PESOS (Php2,056,950.00)** 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 **LINK_NETWORK SOLUTIONS INC.** (Annex A)
 - b) The Schedule of Requirements submitted by **LINK_NETWORK SOLUTIONS INC.** (Annex B)
 - c) The Technical Specifications submitted by **LINK_NETWORK SOLUTIONS INC.** (Annex C)
 - d) The General Conditions of the Contract (Annex D)
 - e) The Special Conditions of the Contract (Annex E)
 - f) The Supplemental Bid Bulletin (Annex F)
 - g) The BAC Resolution No. 56, s-2019 (Annex G)
 - h) The Notice of Award (Annex H)
 - i) The Performance Security (Annex I)
 - j) The SEC Registration (Annex J)


Contract for the Procurement of One (1) Lot Supply and Delivery of Toner Cartridges,
Drum Kits and Maintenance Kits for Lexmark MS810DN Printers for PRO NCR
(PRO NCR ITB No. 06, s-2019)

3. In consideration of the payments to be made by **PHILHEALTH** to **LINK_NETWORK SOLUTIONS INC.**, as hereinafter mentioned, **LINK_NETWORK SOLUTIONS INC.** 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 **LINK_NETWORK SOLUTIONS INC.** 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. **LINK_NETWORK SOLUTIONS INC.** 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 **LINK_NETWORK SOLUTIONS INC.** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements, **PHILHEALTH** shall pay within thirty (30) working days after complete delivery and acceptance by **PHILHEALTH**.

PHILHEALTH shall hold the **five percent (5%)** of the total contract price as retention money or as obligation for "Warranty" in an amount equivalent to **ONE HUNDRED TWO THOUSAND EIGHT HUNDRED FORTY SEVEN PESOS AND 50/100 (Php102,847.50)** only. Said amount shall only be requested for release after **six (6) 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 **LINK_NETWORK SOLUTIONS INC.** may opt to post a special bank guarantee equivalent to at least five percent (5%) of the total contract price. The said special bank guarantee must have a validity period of **six (6) 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.
10. The courts of Quezon City shall have exclusive jurisdiction over any dispute or claim which may arise between the parties under this contract.

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

LINK_NETWORK SOLUTIONS INC.


GILDA SALVACION A. DIAZ

Vice President
PhilHealth Regional Office NCR


RHONIEL B. MAHUSAY
President/General Manager

Recommending Approval:


MARICEL J. MAGLALANG

OIC - Management Services Division
PhilHealth Regional Office NCR

Signed in the Presence of:


WILLIE M. BUMACOD

OIC, Fund Management Section
PhilHealth Regional Office NCR

CAP # 2019-12-005


JANINE LIZABETH CONCEPCION
LINK_NETWORK SOLUTIONS INC.

ACKNOWLEDGMENT

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


BEFORE ME, this 25 OCT 2019 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
RHONIEL B. MAHUSAY LINK_NETWORK SOLUTIONS INC.	DRIVER'S LICENSE # N04-99438747	June 18, 2018 Makati City

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.

Doc. No. 192
Page No. 40
Book No. 30
Series of 2019 _____

Melvin C. Malabanan
MELVIN C. MALABANAN
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2020
APPOINTMENT NO. M-363
#298 EMLIABAUTISTA, PALIPALIP, MAKATI CITY
PTR NO. 8023896 JAN. 4, 2019
IBP NO. 0588299 IBP Batangas, Jan. 04, 2019
MCLE Compliance No. V-0019727
PPLM ROLL NO. 58312
TIN-278608760000