

# CONTRACT FOR THE PROCUREMENT OF OFFICE EQUIPMENT (2 UNITS PRINTING MACHINE DUPLICATOR, DIGITAL, HEAVY DUTY FOR PRO XI)

This AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, in the City of Davao, Province of Davao del Sur, by and between:

**PHILIPPINE HEALTH INSURANCE CORPORATION REGIONAL OFFICE XI - DAVAO CITY**, a government owned and controlled corporation created and existing by virtue of Republic Act 7875 as amended by R.A 9241 and R.A 10606, or the "National Health Insurance Act of 2013" through its Regional Office XI-Davao City, with office address at Valgosons Building, Bolton Extension, Davao City, represented herein by its **REGIONAL VICE PRESIDENT, EDUARDO S. GONZALEZ, M.D.**, (hereinafter called "PHILHEALTH");

-and-

**GAKKEN (PHILIPPINES), INC.**, a corporation, organized and registered with the Securities and Exchange Commission (SEC) with Registration No. AS09500000028, issued on January 3, 1995 and existing under the laws of the Republic of the Philippines, with business address at GPI Building Quimpo Boulevard Corner Acacia Street, Ecoland, Davao City, represented herein by its **VICE PRESIDENT FOR BRANCH OPERATIONS, NELSON R. SAN MIGUEL**, (hereinafter referred to as the "**SUPPLIER**");

**WHEREAS, PHILHEALTH** conducted a public bidding for the **PROCUREMENT OF OFFICE EQUIPMENT (2 UNITS PRINTING MACHINE DUPLICATOR, DIGITAL, HEAVY DUTY) FOR PHILHEALTH REGIONAL OFFICE XI** under ITB No. 2020-008 and the contract was awarded to **GAKKEN (PHILS.), INC.** for the supply of those goods in the sum of **SEVEN HUNDRED FORTY FIVE THOUSAND FIVE HUNDRED FIFTY FIVE & 54/100 PESOS (P 745,555.54) ONLY**, (hereinafter called "**THE CONTRACT PRICE**").

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as respectively assigned to them in the Conditions of the Contract;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) Terms of Reference (**Annex "A"**);
  - (b) BAC-TWG Report of Evaluation No. 20-10-01 (**Annex "B"**);
  - (c) BAC Resolution No. 2020-024, s. 2020 (**Annex "C"**);
  - (d) Notice of Award No. 2020-008 (**Annex "D"**);
  - (e) Purchase Order Number 20-11-214 (**Annex "E"**);
  - (f) **GAKKEN (PHILIPPINES), INC.** Technical & Financial Proposal (**Annex "F"**);
3. In consideration of the payments to be made by **PHILHEALTH** to **GAKKEN (PHILIPPINES), INC.** the latter hereby covenants with the former to deliver goods, and remedy defects therein, if any, in conformity with the provisions of the Contract;
4. **PHILHEALTH** hereby covenants to pay **GAKKEN (PHILIPPINES), INC.** in consideration of the provision of the goods, the contract price or such other

NELSON R. SAN MIGUEL  
VP for Branch Operations  
Gakken (Philippines), Inc.

EDUARDO S. GONZALEZ, M.D.  
Regional Vice President  
Philhealth Regional Office XI

Witness for Gakken

Witness for Philhealth

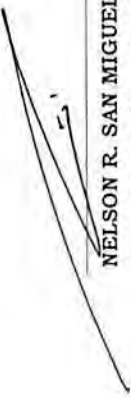
Witness for Philhealth




sum as may become payable under the provisions of the contract at the time and in the manner prescribed in the contract;

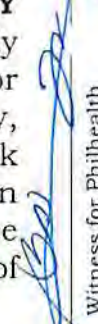
5. The contract price covers the costs of all deliverable items and services and inclusive of all applicable taxes and duties in the Philippines, such as the 12% Value-Added-Tax (VAT), customs duties, licenses fees, freight, insurance, costs of importation, transportation and delivery at the time, the locations specified and other charges which may be imposed on the products by foreign and local authorities but excluding any special handling or hosting charges which may be incurred at **PHILHEALTH**'s site and also for its account;
6. The **SUPPLIER** hereby covenants to deliver in favor of **PHILHEALTH** the subject goods, in accordance with the technical specifications as stated in the attached annexes of this contract;
7. Within thirty (30) Calendar Days after complete delivery to and acceptance by **PHILHEALTH, GAKKEN (PHILIPPINES), INC.** shall submit the Statement or Billing of Account and other documentary requirements as may be required by the former as condition for payment. **PHILHEALTH** shall thereafter pay the sum of **SEVEN HUNDRED FORTY FIVE THOUSAND FIVE HUNDRED FIFTY FIVE & 54/100 PESOS (P 745,555.54) ONLY**, which comprises 98.59% of the ABC, *subject to the 1% retention as Warranty Security in accordance with Section 62 of the Revised Implementing Rules and Regulations (RIRR) of Republic Act (R.A) 9184. The Warranty Security shall only be released after the lapse 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. Specifically stated, "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. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by Republic Act 9184 and its IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation, otherwise the same shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004";
10. 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;
11. 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 have fully understood the same.

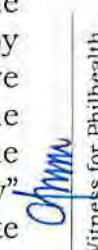
**IN WITNESS** whereof, the parties hereto caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**NELSON R. SAN MIGUEL**  
VP for Branch Operations  
Gakken (Philippines), Inc.

  
**EDUARDO S. GONZALEZ, M.D.**  
Regional Vice President  
Philhealth Regional Office XI

  
Witness for Gakken

  
Witness for Philhealth

  
Witness for Philhealth

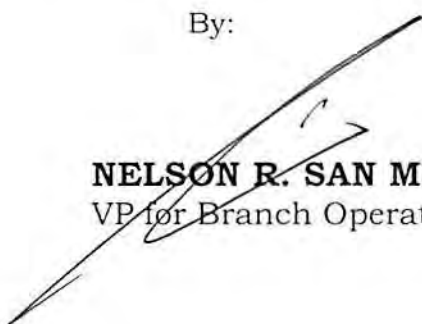
**PHIL. HEALTH INSURANCE CORPORATION**

**GAKKEN (PHILS.), INC.**


By:

By:

  
**EDUARDO S. GONZALEZ, M.D.**  
Regional Vice President

  
**NELSON R. SAN MIGUEL**  
VP for Branch Operations

Signed in the presence of:

  
**GARY S. VELAYO**  
AO IV / OIC-MSD

  
**CHERYL F. ARACAN**  
FC IV / OIC-AdmSS

  
**RUFINO A. NAQUILA, JR.**  
System Consultant



REPUBLIC OF THE PHILIPPINES)  
CITY OF DAVAO) S.S  
X-----/

ACKNOWLEDGEMENT  
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BEFORE ME, a Notary Public for and in the City of Davao, Philippines, this \_\_\_\_\_, 2020 appeared **EDUARDO S. GONZALEZ, M.D.**, Regional Vice President of Philippine Health Insurance Corporation Regional Office XI, exhibiting his **EMPLOYEE ID NO.** 100 85400 as competent proof of identity, known to me and to me known to be the same person who executed the foregoing instrument, and he acknowledged to me that the same is his free and voluntary act and deed.

This Instrument consists of 4 pages including the page hereof whereon this Acknowledgement is written, is signed by the parties and the witnesses.

IN TESTIMONY WHEREOF, I have hereunto signed and affixed my notarial seal on the date and the place first above written.

Doc. No. 171;  
Page No. 56;  
Book No. XY;  
Series of 2020

**ATTY. ALNESSA THEA V. REPOLLO-UY, REB**  
Notary Public for Davao City  
Serial No. 2019-195-2020 until December 31, 2020  
Roll of Attorneys No. 61854  
PTR No. 3593959/12.20.2019 (for 2020) / Davao City  
IBP No. 107541 / 01.10.2020 / IBP Pasig City  
MCLE Compliance No. VI-0024130  
BIRTIN 226-716-202-000  
ATRU LAW, REALTY AND ACCOUNTING OFFICE  
Mezzanine Floor, Veterans Bank Bldg.,  
C.M. Recto Street, Davao City

REPUBLIC OF THE PHILIPPINES)  
CITY OF DAVAO) S.S  
X-----/

ACKNOWLEDGEMENT  
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DEC 17 2020 BEFORE ME, a Notary Public for and in the City of Davao, Philippines, this \_\_\_\_\_, 2020 appeared **NELSON R. SAN MIGUEL**, VP for Branch Operations of Gakken (Philippines), Inc., exhibiting his **B.I.R T.I.N.** 168-888-742 as competent proof of identity, known to me and to me known to be the same person who executed the foregoing instrument, and he acknowledged to me that the same is his free and voluntary act and deed.

This Instrument consists of 4 pages including the page hereof whereon this Acknowledgement is written, is signed by the parties and the witnesses.

IN TESTIMONY WHEREOF, I have hereunto signed and affixed my notarial seal on the date and the place first above written.

Doc. No. 267;  
Page No. 55;  
Book No. 114;  
Series of 2020