

Contract Agreement Form for the Procurement of Computers and Multimedia Projectors

CONTRACT AGREEMENT

PHILIPPINE HEALTH INSURANCE CORPORATION, hereinafter referred to as the "PROCURING ENTITY", a government-owned and controlled corporation duly created by virtue of RA 7875, as amended by RA9241, and RA 10606, otherwise known as the "National Health Insurance Act of 2013", holding regional office at Akia Building, Old De Venecia Highway, Lucas District, Dagupan City, and represented herein by its Regional Vice President, **DENNIS B. ADRE**, who is authorized to sign this agreement under Corporate Personnel Order No. 2018-0026, attached herewith as Annex "A";

-and-


JONECO TECH MARKETING CORP., hereinafter referred to as the "SUPPLIER", a corporation organized and existing under the laws of the Republic of the Philippines, holding office at No. 7 Pioneer St. Cor Sheridan St., Elena Rocas Compound Highway Hills, Mandaluyong City, represented herein by its Corporate Sales Specialist, **DIVINE B. CRUZ**, who is authorized to sign this agreement under Secretary Certificate, attached herewith as Annex "B";


WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Procurement of Computers and Multimedia Projectors** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Seven Hundred Twenty Two Thousand Seven Hundred Pesos (Php1,722,700.00)** (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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;


Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **One Million Seven Hundred Twenty Two Thousand Seven Hundred Pesos (Php1,722,700.00)** or such other sums as may be ascertained, **Joneco Tech Marketing Corp.** agrees to provide computers and multimedia projectors in accordance with his/her/its Bid.


Witness for Joneco


DIVINE B. CRUZ
Corporate Sales Specialist


GABRIEL P. MORILLO
ITO II


CYNTHIA S. SANTOS
Division Chief, Management Services
Division


DENNIS B. ADRE
Regional Vice President

4. The **Philippine Health Insurance Corporation** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. **Payment of Taxes.** **Joneco Tech Marketing Corp.** shall pay taxes in full and on time and that failure to do so will entitle the government to suspend payment for any goods or services delivered by **Joneco Tech Marketing Corp.**
6. 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 RA 9184, shall form an integral part of the Contract between the PARTIES hereto.
7. **Litigation and Venue.** The parties shall exert their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

Any dispute between the above parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party for arbitration in accordance with the provisions of republic Act 9285, otherwise known as the Alternative Dispute Resolution Act of 2004". Where amicable settlement fails and either party opts to take judicial action such shall be filed exclusively before the proper courts of Dagupan City, Pangasinan.

8. The parties and any or all of their staff or representatives who will be involved in this project shall be required to sign a mutual Non-Disclosure Agreement and maintain strict confidentiality on any information accessed from the PhilHealth database or provided by PhilHealth. This condition shall apply even after the contract ends. **Joneco Tech Marketing Corp.** or any person acting under its authority, shall not disclose any proprietary or confidential information relating to PhilHealth or to this agreement without prior written consent from the latter.
9. 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 judicial entity, whether from the public or private, group, association or judicial 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 conflict of interest.

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

By:



DENNIS B. ADRE
Regional Vice President

Recommended by:


CYNTHIA S. SANTOS
Division Chief, Management Services Division

JONECO TECH MARKETING CORP.

By:


DIVINE B. CRUZ
Corporate Sales Specialist

Signed in the presence of:


GABRIEL P. MORILLO
Information Technology Officer II


Witness for Joneco Tech Marketing Corp.

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Pangasinan)
City of Dagupan) S.S. City of San Fernando, Pampanga

JUN 05 2023


BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of _____, _____ personally appeared:

Name	ID No.	Competent Evidence of Identity
DIVINE B. CRUZ	_____	_____

Who are known to me and to me known to be the same parties who executed foregoing Contract for the Procurement of Computers and Multimedia Projectors and acknowledged that the same is their free act and deed and that of the respective enterprise and corporation being represented. This instrument consisting of four (4) pages including this page on which this acknowledgment is written has been signed on the left margin of each and every page hereof by the parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 414
Page No. 64
Book No. 73
Series of 2023


CARLOTA DELA CRUZ-MANALO
Notary Public
Notarial Commission 26-22
Until December 31, 2023
IBP No. 261163 / 01-03-2023 / Pampanga
PTR No. PAM-9516647 / 01-03-2023 / Pampanga
ROA 37808
MCLE VII-0026698 / 03-02-23
2nd Floor Jomafer Bldg., Dolores,
City of San Fernando, Pampanga







ACKNOWLEDGMENT

Republic of the Philippines)
Province of Pangasinan)
City of Dagupan) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of _____, _____ personally appeared:

Name	ID No.	Competent Evidence of Identity
DENNIS B. ADRE	_____	_____

Who are known to me and to me known to be the same parties who executed foregoing Contract for the Procurement of Computers and Multimedia Projectors and acknowledged that the same is their free act and deed and that of the respective enterprise and corporation being represented. This instrument consisting of four (4) pages including this page on which this acknowledgment is written has been signed on the left margin of each and every page hereof by the parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

[Handwritten signatures and initials in the left margin]



REPUBLIKA NG PILIPINAS
 Republic of the Philippines
PAMBANSANG PAGKAKILANLAN
 Philippine Identification Card



6158-7360-2708-5946



Apelyido/Last Name
BERNARDO

Mga Pangalan/Given Names
DIVINE

Gitnang Apelyido/Middle Name
REGALA

Petsa ng Kapanganakan/Date of Birth
MARCH 02, 1994

Tirahan/Address
PRK.3 WENCESLAO VILL., SAN ROQUE DAU, LUBAO, PAMPANGA





REPUBLIC OF THE PHILIPPINES
 Philippine Health Insurance Corporation



07-025687379-4



CRUZ, DIVINE BERNARDO
 MARCH 02, 1994 - FEMALE
 LOT 2 BLOCK 17 WENCESLAO VILLAGE SAN ROQUE
 DAU LUBAO, PAMPANGA - 2005



0 7 0 2 5 6 8 7 3 7 9 4

FORMAL ECONOMY

Araw ng pagkakatapos/Date of Issue
17 JULY 2022

Kasarian/Sex
FEMALE

Uri ng Dugo/Blood Type
UNKNOWN

Kalagayang Sibil/Marital Status
SINGLE

Lugar ng Kapanganakan/Place of Birth
**CITY OF SAN FERNANDO
PAMPANGA**




*If found, please return to the nearest
PSA Office.*

www.psa.gov.ph

2111735377

CERTIFICATION

The person whose name and signature appear on this card is a beneficiary of the National Health Insurance Program. He/She, including his/her qualified dependents, are entitled to the benefits and privileges of the Program by virtue of Republic Act No. 7875, as amended.



EMMANUEL R. LEDESMA, JR.
 Acting President and Chief Executive Officer (CEO)

CERTIFICATE OF MARRIAGE

Province PAMPANGA				Registry No. 2022-475			
City/Municipality FLORIDABLANCA							

HUSBAND				WIFE			
1. Name of Contracting Parties	(First) KIM NOWEL	(Middle) ASUNCION	(Last) CRUZ	(First) DIVINE	(Middle) REGALA	(Last) BERNARDO	
2a. Date of Birth	(Day) 08	(Month) MARCH	(Year) 1994	(Age) 28	(Day) 02	(Month) MARCH	(Year) 1994
2b. Age				28			
3. Place of Birth	(City/Municipality) PANDI, BULACAN, PHILIPPINES	(Province) PHILIPPINES	(Country) PHILIPPINES	(City/Municipality) SAN FERNANDO, PAMPANGA, PHILIPPINES	(Province) PHILIPPINES	(Country) PHILIPPINES	
4a. Sex	MALE			FEMALE			
4b. Citizenship	FILIPINO			FILIPINO			
5. Residence	(House No., St., Barangay, City/Municipality, Province, Country) SAN ANTONIO, GUAGUA, PAMPANGA, PHILIPPINES			(House No., St., Barangay, City/Municipality, Province, Country) SAN ROQUE DAU, LUBAO, PAMPANGA, PHILIPPINES			
6. Religion/ Religious Sect	ROMAN CATHOLIC			ROMAN CATHOLIC			
7. Civil Status	SINGLE			SINGLE			
8. Name of Father	(First) ROMEO	(Middle) FAJARDO	(Last) CRUZ	(First) BERNARDINO	(Middle) SALES	(Last) BERNARDO	
9. Citizenship	FILIPINO			FILIPINO			
10. Maiden Name of Mother	(First) RAQUEL	(Middle) SIABABA	(Last) ASUNCION	(First) AMADEA	(Middle) CASTRO	(Last) REGALA	
11. Citizenship	FILIPINO			FILIPINO			
12. Name of Person/ Wali Who Gave Consent or Advice	(First) N/A	(Middle) 	(Last) 	(First) N/A	(Middle) 	(Last) 	
13. Relationship	N/A			N/A			
14. Residence	(House No., St., Barangay, City/Municipality, Province, Country) N/A			(House No., St., Barangay, City/Municipality, Province, Country) N/A			

15. Place of Marriage: **MUNICIPAL MAYOR** **FLORIDABLANCA** **PAMPANGA**
(Office of the/House of/Barangay of/Church of/Mosque of) (City/Municipality) (Province)

16. Date of Marriage: **18** **OCTOBER** **2022** 17. Time of Marriage: **10:30 AM** am/pm
(Day) (Month) (Year)

18. CERTIFICATION OF THE CONTRACTING PARTIES:
THIS IS TO CERTIFY: That I, **KIM NOWEL ASUNCION CRUZ** and I, **DIVINE REGALA BERNARDO** both of legal age, of our own free will and accord, and in the presence of the person solemnizing this marriage and of the witnesses named below, take each other as husband and wife and certifying further that we: ☐ have entered, a copy of which is hereto attached / ☐ have not entered into a marriage settlement.
IN WITNESS WHEREOF, we have signed /marked with our fingerprint this certificate in quadruplicate this **18th** day of **OCTOBER 2022**

(Signature of Husband) _____ (Signature of Wife) _____

19. CERTIFICATION OF THE SOLEMNIZING OFFICER:
THIS IS TO CERTIFY: THAT BEFORE ME, on the date and place above-written, personally appeared the above-mentioned parties, with their mutual consent, lawfully joined together in marriage which was solemnized by me in the presence of the witnesses named below, all of legal age.
I CERTIFY FURTHER THAT:
☒ a. Marriage License No. **7710906** issued on **OCTOBER 10, 2022** at **LUBAO, PAMPANGA** in favor of said parties, was exhibited to me.
☐ b. no marriage license was necessary, the marriage being solemnized under Art. _____ of Executive Order No. 205.
☐ c. the marriage was solemnized in accordance with the provisions of Presidential Decree No. 1083.

MICHAEL L. GALANG **ACTING MUNICIPAL MAYOR**
(Signature Over Printed Name of Solemnizing Officer) (Position/Designation) (Religion/Religious Sect, Registry No. and Expiration Date, if applicable)

20a. WITNESSES (Print Name and Sign):
Additional at the back

ARTHURO NARCISO **GRACE LUMBA** **DANILO BONZALES** **ELIZABETH F. CRUZ**

21. RECEIVED BY	22. REGISTERED AT THE OFFICE OF THE CIVIL REGISTRAR
Signature _____	Signature _____
Name in Print JOSEPH DE LEON	Name in Print EVA FERNANDO
Title or Position REGISTRATION OFFICER I	Title or Position Municipal Civil Registrar
Date Oct. 19, 2022	Date Oct. 19, 2022

REMARKS/ANNOTATIONS (For LCRO/OCRG/Shari'a Circuit Registrar Use Only)

TO BE FILLED-UP AT THE OFFICE OF THE CIVIL REGISTRAR

4bH	4bW	5H	5W	7H	6H	6W	7H	7W
0	1	0	1	6	0	8	0	5
4	0	7	6	0	8	0	5	4
0	8	0	8	0	8	0	8	0
8	0	8	0	8	0	8	1	1