

**CONTRACT FOR THE PROCUREMENT OF ONE (1) LOT I.T SUPPLIES WITH
FREE USE OF PRINTERS FOR PRO XI C.Y 2023**

This **CONTRACT AGREEMENT** is made on the _____ day of _____, 2023, in the City of Davao, Province of Davao del Sur, Philippines by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation created and existing by virtue of R.A. 7875 as amended, with office address at Valgosons Building Bolton Extension, Davao City, represented herein by its **REGIONAL VICE PRESIDENT, ATTY. HARVEY L. CARCEDO, MBA**, (hereinafter called "**CLIENT**");

-and-

NEED INK SALES & SERVICES, a sole proprietorship, organized and registered with the Department of Trade and Industry (DTI) under DTI Certificate No. 1637574 issued on April 16, 2020 and existing under the laws of the Republic of the Philippines, with business address at Door 3 LKT Building, Porras Street, Barrio Obrero, Davao City, represented herein by its **OWNER/PROPRIETOR, ROY A. MANGUBAT**, (hereinafter referred to as the "**SUPPLIER**").

WHEREAS, the Philhealth Regional Office XI conducted a Public Bidding for the Procurement of One (1) Lot I.T Supplies with FREE use of Printers for Philhealth Regional Office XI and the contract was awarded to **NEED INK SALES & SERVICES** for the supply of One (1) Lot I.T Supplies with FREE use of Printers for PRO XI in the sum of **ONE MILLION ONE HUNDRED FIFTY SEVEN THOUSAND TWO HUNDRED EIGHTY PESOS & 00/100 (P 1,157,280.00) ONLY**, (hereinafter called "**THE CONTRACT PRICE**");

WHEREAS, the procedure conducted for the procurement of one (1) lot I.T Supplies with FREE use of printers for PRO XI are compliant and in accordance to the Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (RIRR) under the public bidding;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meaning as respectively assigned to them in the Condition of the Contract;
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act (R.A) 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz:

a) Philippine Bidding Documents

- i. Schedule of Requirements, (**Annex "A"**);
- ii. Technical Specifications or Terms of Reference (TOR), (**Annex "B"**);
- iii. General and Special Conditions of the Contract, (**Annex "C"**); and;
- iv. Supplemental or Bid Bulleting, if any, (**Annex "D"**).

b) Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposal and all other documents or statements submitted;

Bid form, including all the documents / statements contained in the Bidder's bidding envelope, as annexes and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to be bid, if any, resulting from the Procuring Entity's bid evaluation;

c) Performance Security;

d) Notice of Award of Contract and the Bidder's conforme thereto; and;

- e) Other contract documents that may be required by existing laws / 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 of Proceed, Variation Orders and Warranty Security, shall likewise form part of the Contract.
3. In consideration of the payments to be made by **PHILHEALTH** to **NEED INK SALES & SERVICES** 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 **NEED INK SALES & SERVICES** in consideration of the provision of the goods, the contract price or such other sum as may become payable under the provision of the contract at the time and in the manner prescribe 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, cost of importations, transportations 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's goods, in accordance to 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**, **NEED INK SALES & SERVICES** 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 **ONE MILLION ONE HUNDRED FIFTY SEVEN THOUSAND TWO HUNDRED EIGHTY PESOS & 00/100 (P 1,157,280.00) ONLY**, which comprises 99.705% of the total ABC amounting to **ONE MILLION ONE HUNDRED SIXTY THOUSAND SEVEN HUNDRED PESOS & 00/100 (P 1,160,700.00) ONLY, 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 or a minimum of three (3) months.**
 8. That 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 the Act and the IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation, otherwise the same shall be submitted for 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 Republic Act 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;
12. **TERMINATION.** The Contract of Service shall be terminated if any violation or breach is committed by either party on any of the agreed terms and conditions. In such case, the parties shall first endeavor to amicably or extra judicially settle the violation or breach. In case of failure to arrive in a settlement, the aggrieved party shall make a written notice to terminate the contract, which shall become effective five (5) days from date of notice;
13. Any party may terminate this **CONTRACT OF SERVICES** for any cause at any time before the expiration of the term agreed upon by giving the other party five (5) days written notice of termination prior to the intended date without incurring any liability as to the damages, subject to the terms and condition set forth in the preceding paragraphs;
14. That this **CONTRACT OF SERVICES AGREEMENT** shall be in full force and effect upon signing of this contract.

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.

PHILIPPINE HEALTH INSURANCE CORPORATION NEED INK SALES & SERVICES

by:


ATTY. HARVEY L. CARCEDO, MBA
Regional Vice President


by:


ROY A. MANGUBAT
Owner / Proprietor

Signed in the Presence of:


CHERYL F. ARACAN
DC IV / Head, MSD-PRO XI


AILEEN E. OPOL
FC IV / Head, FMS


GARY E. SAMONTE
AO III / OIC, AdmSS

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

ACKNOWLEDGEMENT

07 JUL 2023

BEFORE ME, a Notary Public for and in the City of Davao, Philippines, this _____, 2023 appeared Regional Vice President **ATTY. HARVEY L. CARCEDO, MBA** of Philippine Health Insurance Corporation Regional Office XI, exhibiting his **EMPLOYEE ID NO.** _____ 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. 291;
Page No. 18;
Book No. XVI;
Series of 2023

Atty. Stephen Don Q. Muñoz
Notary Public for Davao City
Until December 2023
Roll No. 5529
IBP No. 451986; 2-10-22
PTR No. 7465374; 12-22-22
MCLE Compliance No. VII-0020923

REPUBLIC OF THE PHILIPPINES)
CITY OF CEBU) S.S
X-LAPU-LAPU CITY-----/

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of Cebu, Philippines, this JUL 03 2023, 2023 appeared Owner / Proprietor **ROY A. MANGUBAT** of Need Ink Sales & Services, exhibiting his **B.I.R.T.I.R.** _____ 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. 508;
Page No. 103;
Book No. X;
Series of 2023

ALEX DAVE A. GODORNES
NOTARY PUBLIC FOR CEBU PHILIPPINES
COMMISSION NO. 5941 UNTIL DECEMBER 31, 2023
ROOM 105, AMCO PLAZA BLDG., ML QUEZON AVE
PAJO, LAPU-LAPU CITY
IBP NO. 191890
PTR NO. 9558967 FEB. 3, 2022
ROLL OF ATTORNEYS NO. 51732
MCLE COMPLIANCE NO. VII-0021211