

**CONTRACT FOR THE SUPPLY AND DELIVERY OF VARIOUS MONITORS  
2024-008-G LOT 1 – 75 INCHES MONITOR & LOT 2 – 55 INCHES  
MONITOR FOR PHILHEALTH REGIONAL OFFICE III (PRO III)**

**THIS AGREEMENT** made and entered into this DEC 2 n 2024, 2024  
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. 9241 and R.A. 10606, otherwise known as the "National Health Insurance Act of 2013" and R.A. 11223, otherwise known as the "Universal Health Care Act", with office address at 19<sup>th</sup> Floor, City State Center Bldg., 709 Shaw Blvd., Barangay Oranbo, Pasig City, represented herein by its **Acting Vice President of PhilHealth Regional Office III (PRO III) HENRY V. ALMANON**, with office address at PhilHealth Bldg., No. 168 Lazatin Blvd., San Agustin, City of San Fernando, Pampanga, duly authorized to enter into this Contract, as evidenced by Corporate Order No. 2018-0026 New Delegation and Signing Authority (DSA) in the Head Office and Regional Offices dated April 10, 2018, which is attached hereto as Annex "A", hereinafter referred to as the "**PHIC**"

-and-


**XITRIX COMPUTER CORPORATION** a private corporation duly registered, organized and existing under the laws of the Republic of the Philippines and registered with Securities and Exchange Commission (SEC) with Certificate No. CS200255306 with business address at 23 Detroit St. Cor Don Egea St., Brgy Pinagkaisahan Cubao Quezon City, Metro Manila, NCR, represented herein by its **Account Manager, MARLOU B. LIBAO**, duly authorized to enter into Contract, as evidenced by Secretary's Certificate dated October 29, 2024, which is attached hereto as Annex "B", hereinafter referred to as "**SUPPLIER**"

**WHEREAS**, the **PHIC** invited Bidders for the supply and delivery of certain goods, particularly Supply and Delivery of Various Monitors by posting the Invitation to Bid (IB) in the PhilGEPS and PhilHealth website and in conspicuous place in PRO III Building with bulletin board reserved for posting, pursuant to *Section 21. Advertising and Contents of the Invitation to Bid of RIRR of R.A. 9184*;

**WHEREAS**, "**PHIC**" has accepted a Bid by "**SUPPLIER**" as an ISO-9001:2015 and ISO 14001:2015 certified manufacturer for the "Supply and Delivery of Various Monitors 2024-008-G Lot 1 & 2 for PRO III" in the sum of FIVE HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED PESOS (**Php 523,200.00**) (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.*:
  - a. Philippine Bidding Documents (PBDs):
    - i. Schedule of Requirements;
    - ii. Technical Specification/Terms of Reference;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - c. 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;
  - d. Performance Security;
  - e. Notice of Award of Contract, and the Bidder's conforme thereto;
  - f. 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. Without any additional cost to PRO III, the "**SUPPLIER**" agrees to complete the delivery of the following items to "**PHIC**" within sixty (60) calendar days upon receipt and conforming to the Notice to Proceed:
  - a. Two (2) units of Xitrix 75-inches UHD 4k Android 11 Smart LED TV

  
HENRY V. ALMAZAN  
Acting Vice President, PRO III

  
MARQUAR LIBAO  
Account Manager



b. Nineteen (19) units of Xitrix 58-inches UHD 4k Android 11 Smart LED TV

4. The **"SUPPLIER"** agrees to provide the following Support Services to **"PHIC"**:

a. The **"SUPPLIER"** shall provide a designated Technical Account Manager for proactive and escalation management from the manufacturer or its authorized service centers indicating the Business Name, Technical Accounts Manager and Contact Information;

b. The **"SUPPLIER"** shall provide advanced phone level support to expedite problem solution;

c. Any cost incurred in the transport of the service unit and malfunctioned/repaired unit shall be charged against the account of the **"SUPPLIER"**. The assigned service technical support should immediately determine if a warranty applies or has been void, and once a defective unit is pulled out by the authorized service support or the representative of the **"SUPPLIER"**, the said unit is confirmed to have a valid warranty for repair or replacement;

d. A service/job order report shall be submitted by the **"SUPPLIER"** to PRO III indicating all details (date, time, transaction, specific repairs/actions made, etc.) of the service provided, as reference in validating the support service performance;

e. If a malfunctioning unit that is within warranty cannot be repaired within the response time, a service unit shall be made available to PRO III within the next forty-eight (48) hours by the **"SUPPLIER"**;

f. If a malfunctioning unit cannot be repaired after fifteen (15) working days from the time that it has been pulled out from PRO III, a new unit of equal or higher specifications shall be delivered by the **"SUPPLIER"** to PRO III as a replacement.

5. The **"SUPPLIER"** agrees to the following penalties in the event of delays to their service to **"PHIC"**:

a. A strict implementation of one tenth (1/10) of one percent (1%) penalty of the unit price of defective item shall be imposed for every day of delay on service response time/issuance of service unit;

HENRY V. ALMANON  
Acting Vice President, PRO III


MARLOU B. LIBAO  
Account Manager

b. The total sum of delays of after sales support shall in no case exceed ten percent (10%) of the total Contract price, in which PRO-III shall automatically terminate the Contract.


6. In consideration for the sum FIVE HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED PESOS (**Php 523,200.00**) or such other sums as may be ascertained, "**SUPPLIER**" agrees to the Supply and Delivery of Various Monitors 2024-008-G Lot 1 & 2 to PhilHealth Regional Office III in accordance with his/her/its Bid. The "**PHIC**" agrees to pay the above-mentioned with the terms of the Bidding.
7. The provisions of this Contract shall be governed by the laws of the Philippines. In any case of conflict arising from the interpretation or application of the provisions of this Agreement, the parties shall immediately exhaust earnest efforts towards an amicable settlement of the issues, through mutual consultation and other available alternative means of dispute resolution. It is a condition precedent to any legal action or proceeding arising under this Contract, which shall be exclusively before the competent courts of Pampanga.

**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 (PHIC)**

  
**HENRY V. ALMANON**  
Acting Vice President, PRO III

**XITRIX COMPUTER  
CORPORATION**

  
**MARLOU B. LIBAO**  
Account Manager

***Signed in the Presence of:***

  
**NARIZA MARJORIE V. PAEZ**  
Information Technology Officer II

  
**Witness**



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES        )  
City of San Fernando, Pampanga        )        S.S.

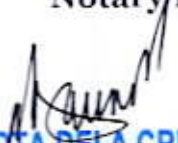
BEFORE ME, a Notary Public for and in the City of San Fernando, Pampanga, Philippines this \_\_\_\_\_ day of DEC 20 2024, 2024, personally appeared the parties abovementioned and who presented to me the following forms of identification:

Name of Party	Type of ID Presented	ID Number
HENRY V. ALMANON Acting Vice President – PRO III		
MARLOU B. LIBAO Account Manager	License ID	No4-21-003446

known to me to be the same persons who executed the foregoing Contract Agreement, consisting of four (5) pages including this page on which the acknowledgement is written but excluding the annexes, signed by the parties and their witness on each and every page 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. 228  
Page No. 48  
Book No. (01)  
Series of 2024.

Notary Public  
  
**CARLOTA DELA CRUZ-MANALO**  
Notary Public  
Notarial Commission 08-24  
Until December 31, 2025  
IBP No. 327819/ 12-13-2023 / Pampanga  
PTR No. PAM-5275450 / 01-02-2024 / Pampanga  
ROA 37808  
MCLE VIII-0003702 / 09-08-23  
2nd Floor Jomafer BLDG., Dolores,  
City of San Fernando, Pampanga

