

CONTRACT AGREEMENT
TO PROVIDE PHILHEALTH REGIONAL OFFICE III WITH 1 LOT
MODULAR PARTITIONS

THIS AGREEMENT made on the 14th day of May 2013 between **PHILIPPINE HEALTH INSURANCE CORPORATION REGIONAL OFFICE III (PRO III)** with business address at *PhilHealth Bldg., Lazatin Blvd., San Agustin, City of San Fernando* (hereinafter called "**the Entity**") of the one part and **CUBIXOFFICE INC.** with business address at *Unit 101, Greenwich Mansion Condominium, Pearl Drive Corner Lourdes St., Ortigas Center, Pasig City* (hereinafter called "**the Supplier**") of the other part:

WHEREAS, the Entity invited Bids for certain goods, viz : **1 Lot Modular Partitions** and has accepted a Bid by the Supplier for the provision of those goods in the sum of **TWO HUNDRED SIXTY THREE THOUSAND ONE HUNDRED SIXTY PESOS (P 263,160.00)** 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 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Bid Form and the Schedule of Bid price submitted by the Winning Bidder
 - (b) The Schedule of Requirements
 - (c) The Technical Specification
 - (d) The General Conditions of the Contract
 - (e) The Special Conditions of the Contract; and
 - (f) The Entity's Notice of Award
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the said goods and to remedy defect(s) therein, in conformity in all respects with the provisions of the Contract.
4. PhilHealth shall hold the **ten percent (10%)** of the total Contract price as **Retention Money** or as obligation for **Warranty** in an amount equivalent to **Twenty Six Thousand Three Hundred Sixteen Pesos Only (p 26,316.00)**. Said amount shall only be released after the lapse of one (1) year warranty period for expendable supplies as required under Section 62 (Warranty) of the revised Implementing Rules and regulations of R.A. No. 9184. Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met. Provided further, that CubixOffice Inc. may opt to post a special bank guarantee equivalent to at least ten percent (10%) of the total Contract Price. The said special bank guarantee must have a validity period of one (1) year covering the whole duration of the warranty period.
5. The Entity hereby consents to pay the Supplier in consideration of the provision of the aforementioned goods and the remedying of defects therein, the Contract Price or such other sums as may become payable under the provisions of the Contract at this time and in the manner prescribed by the Contract.

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
CORP. REGIONAL OFFICE NO. III**

By:


RODOLFO M. BALOG
Vice President

CUBIXOFFICE INC.

By:


KENNETH ELVIN C. SY
General Manager

SIGNED IN THE PRESENCE OF

[Signature]
GRACE M. MAMAWAL

[Signature]
MARILYN CANILLO

[Signature]
ANGELITA S. REYES

[Signature]
DAISY T. RAMOS

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF PAMPANGA)
CITY OF SAN FERNANDO)
PASIG CITY

AT THE ABOVE PLACE, ON HIS MAY 30 2013 DAY of 2013 before me personally appeared:

Name	CTC No.	Date of Issue	Place of Issue
Rodolfo M. Balog	_____	_____	_____
Kenneth Elvin C. Sy	_____	_____	_____

known to me to be the same persons who executed the foregoing instrument and acknowledge the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality of the Government herein represented.

Said instrument refers to the Contract to Supply 1 Lot Modular Partitions, consisting of two (2) pages including this page wherein the Acknowledgement is written signed by the parties and their witnesses on the signature page hereof, and on the other page and sealed with the notary seal.

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Series of 2013

[Signature]
ATTY. MARY B. ESPINOSA
Notary Public for City of Pasig
Until December 31, 2013
Roll No. 56333
IBP No. 924254 / 1-10-13 / Guimaras
PTR No. 8435839 / 1-10-13 / Pasig
W1903-APSE Centre, Pasig City