CONTRACT AGREEMENT TO PROVIDE PHILHEALTH REGIONAL OFFICE IV-A SUPPLY, DELIVERY AND INSTALLIBRATION OF BRAND NEW AIRCONDITIONERS

THIS AGREEMENT made this _____ day of December 2012 between PHILIPPINE HEALTH INSURANCE CORPORATION REGIONAL OFFICE IV-A (PRO IVA) with business address at AMCJ Square Building Diversion Road, Brgy. Bocohan, Lucena City (hereinafter called "the Entity") of the one part and MARCO INC. with business address at 12 Matatag St., Pinyahan, Quezon City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., SUPPLY, DELIVERY AND INSTALLATION OF BRAND NEW AIR-CONDITIONERS and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of SIX HUNDRED SEVENTY NINE THOUSAND EIGHT HUNDRED THIRTY & 50/100 PESOS (PhP 679,830.50) (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 Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity's Notification 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 goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
- 5. The supplier hereby covenants to deliver in favour of the Entity the goods based on Technical Specifications of this 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 IV-A

MARCO INC.

By:

Ву:

ALBERTO C. MANDURIAO

RVP_PRO IV-A PHIC ID#10007197

CTC No. 32571155

Issued on: <u>January 4, 2012</u> Issued at: <u>Lucena City</u> Owner

OLIVERT Y DUYA

President & Ceneral Manager

CTC No. 32787652

Issued on 1-11-12

Issued at Pantoc, Meycauayan City, Bul.

SIGNED IN THE PRESENCE OF:

MIGUEL T. MACALINAO

FELICIANA O. PASTORPIDE

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF QUEZON)
CITY OF LUCENA S.

17 DEC 2012

QUEZON CITY

BEFORE ME, a Notary Public for and in the Province of Quezon, Lucena City, this _____ day of _____ 2012, personally appeared **ALBERTO C. MANDURIAO** and **OLIVERT Y. DUYA** known to me and to me known to be the same person who executed the foregoing instrument which they acknowledge before me as their free and voluntary acts and deeds.

WITNESS MY HAND AND NOTARIAL SEAL.

Notary Public

Until

PTR No.

Issued on

Issued at

Doc No. _ Page No. _

Book No. Series of 2012.