

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION (PHIC), a government owned and controlled corporation created pursuant to Republic Act 7875, with office address at Caedo Commercial Center, Calicanto, Batangas City, hereinafter represented by **PAOLO JOHANN C. PEREZ**, Regional Vice-President, PhilHealth Regional Office IV-B, herein referred to as **PHIC**;

-and-

ALTAGRACIA PURIFIED DRINKING WATER, a water refilling station located at M.A. Building, Libjo Central, Batangas City, hereinafter represented by **ALTAGRACIA V. DINGLASAN**, Manager, and herein referred to as the **STATION**.

WITNESSETH: That

WHEREAS, The **CORPORATION**, in its bid to provide healthy drinking water among its personnel, desires to engage the services of a purified water station to supply potable drinking water that contain no elements harmful to the body;

WHEREAS, The **STATION** manifests its desire to engage its services to the **CORPORATION** in the delivery and supply of drinking water;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree and do hereby mutually agree to be bound by the covenants and stipulations herein set forth as follows:

1. This Contract shall take effect on **July 1, 2012** until **December 31, 2012**, unless sooner terminated in accordance with the provisions hereof. After expiration of this contract and no new contract has been made or issued by the **PHIC** or that the result of the bidding is not yet issued if one is conducted, this contract shall be deemed extended on a month to month basis up to such period as may allowed by law, rules and regulations.
2. The **STATION** shall supply/deliver purified-drinking water to **PHIC** upon presentation of the latter of the order slip containing the number of gallons. A minimum of thirty-five (35) containers per week shall be delivered upon notice/advice made by **PHIC**.
3. The **STATION** agrees to allow the exclusive and free use of fifteen (15) units of hot and cold water dispensers, with the obligation of handling the regular monthly cleaning maintenance during non-working day to avoid any disruption of the operation of **PHIC**. It shall also initiate the repair of defective units upon written or verbal request, without additional cost to **PHIC**.
4. That failure to perform monthly maintenance cleaning shall cause the suspension/ termination of the contract.
5. It is understood that damage/s brought about by the ordinary wear and tear of the unit and those attributable to the inherent/factory defects of the same shall render **PHIC** free from liability.


ALTAGRACIA V. DINGLASAN
Manager


PAOLO JOHANN C. PEREZ
Regional Vice President


CATALINA R. AMATUZ
Fiscal Controller IV


APONIS I. TORIO
Administrative Officer III

6. For every thirty-five (35) gallons container delivered, the **STATION** shall charge the amount of **One Thousand Eighty-five Pesos (P 1,085.00)** pesos to **PHIC, inclusive of all government required fees and taxes**, free of delivery charges and hereto waiving the deposit charge for the plastic gallons. In case of lost containers or contamination thereof, the **STATION** shall charge the amount of One Hundred Ninety (P 190.00) pesos per container or the equivalent amount prevailing at the time when the incident occurred. It is however agreed upon that declaration of contamination of containers must be made upon joint determination of **PHIC** and **STATION** representatives. Notice of the same must be made with **PHIC** within one day to assess the validity of the claim as to contamination.
7. **PHIC** agrees to settle its obligation with the **STATION** within thirty (30) working days from the date of receipt of the Statement of Account from the latter.
8. **PHIC** agrees to have the payment picked up by an authorized representative or collector of the **STATION** at Caedo Commercial Complex, Calicanto, Batangas City.
9. **PHIC** shall have the right to pre-terminate this agreement in case the **STATION** fails to observe the covenants herein stipulated.
10. In case of termination due to the expiration of this Memorandum of Agreement and no renewal or extension is agreed upon, the **STATION** shall charge **PHIC** with the actual amount of number of gallons delivered, to be effected from the termination to the date when the delivery actually ceased.

IN WITNESS WHEREOF, the parties hereto have signed on the SEP 04 2012 day of _____ 2012 at Batangas City, Philippines.

**PHILIPPINE HEALTH INSURANCE
CORPORATION (PHIC)**

By:



PAOLO JOHANN C. PEREZ
Regional Vice- President PRO IV-B

**LIVING WATER FILTRATION
& REFILLING STATION**

By:


ALTAGRACIA V. DINGLASAN
Manager

SIGNED IN THE PRESENCE OF:


CATALINA R. AMATUS
Fiscal Controller IV
Certified Funds Available


ADONIS T. TORIO
Administrative Officer III

ACKNOWLEDGMENT

Republic of the Philippines }
City of Batangas } S.S.

BEFORE ME personally appeared on this SEP 04 2012 day of 2012, at
Batangas City, Philippines:

PAOLO JOHANN C. PEREZ PhilHealth ID No. 10027598

ALTAGRACIA V. DINGLASAN Driver's License NO. NO 3-94-176269

Known to me and to me known to be the same persons who executed the foregoing
instrument and acknowledged to me that the same is their true and lawful act and deed.

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

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Book No. VI
Series of 2012

ATTY. FERDINAND L. AGUIRRI
NOTARY PUBLIC/2011-02
UNTIL DECEMBER 31, 2014
PTR No. 143016/L-1-2-2012/BATS CITY
IDP LIFETIME No. 05482
ROLL No. 49749
ACCE COMPLIANCE No. III-0008717/10-27-05
23 P. BURGOS ST., BATANGAS CITY

ALTAGRACIA V. DINGLASAN
Manager

PAOLO JOHANN C. PEREZ
Regional Vice President

CATALINA R. AMATUS
Fiscal Controller IV

ADONIS T. TORIO
Administrative Officer III