

## CONTRACT FOR A4, LIGHT YELLOW PAPER

This Contract is made and entered into on \_\_\_\_\_ by and between:

**PHILIPPINE HEALTH INSURANCE CORPORATION - REGIONAL OFFICE VI** with business address at Majestic Building, No. 15 J. De Leon St., Iloilo City, herein represented by its Regional Vice-President, **DENNIS S. MAS, PhD URP**, and hereinafter referred to as "**PHILHEALTH**", and

**NEWTOWN MERCHANDISING, INC.** with business address at 24 Quezon St., Iloilo City, Iloilo, herein represented by its General Manager, **MS. JOANNE T. FOO**, and hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

**WHEREAS, PHILHEALTH** invited Bids for certain goods and ancillary services, viz., **One Thousand (1000) reams A4, LIGHT YELLOW PAPER** and has accepted the Bid by **Newtown Merchandising, Inc.**, for the supply of those goods in the sum of **THREE HUNDRED FIVE THOUSAND PESOS (PHP305,000.00)** 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 Price Schedule submitted by the Bidder;
  - b. The Schedule of Requirements;
  - c. The Technical Specifications;
  - d. The Terms of Reference and its Supplemental Bid Bulletin;
  - e. The General Conditions of Contract;
  - f. The Special Conditions of Contract; and
  - g. The Entity's Notification of Award.
3. In consideration of the payments to be made by **PHILHEALTH** to the "**SUPPLIER**" as hereinafter mentioned, the "**SUPPLIER**" hereby covenants with **PHILHEALTH** to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. **PHILHEALTH** hereby covenants to pay the "**SUPPLIER**" in consideration of the delivery of the A4, Light Yellow Paper 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. **PHILHEALTH** shall impose a penalty in the amount equivalent to 1/10 of 1 percent of the value of the undelivered A4, Light Yellow Paper for each day of the delay as liquidated damages.
6. **PHILHEALTH** shall hold ten percent (10%) of the total contract price as retention money or as obligation for the "Warranty" in an amount equivalent to Thirty Thousand Five Hundred Pesos (Php 30,500.00). Said amount shall only be released after the lapse of the warranty period as required under Section 62 (Warranty) of the IRR of RA 9184. Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under this Agreement have been fully met. Provided further, that the "**SUPPLIER**" may opt to post a special bank guarantee to at



IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year written on the first page hereof.

NEWTOWN MERCHANDISING  
INC.

By:


  
MS. JOANNE T. FOO  
General Manager

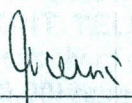
PHILIPPINE HEALTH INSURANCE  
CORPORATION

By:

  
DENNIS S. MAS, PhD URP  
Regional Vice-President

Signed in the Presence of:

  
JEIJEN ROSE V. CHU-GAVINO  
Fiscal Controller IV

  
ELEONOR S. CERAMI  
Secretary

  
MARJORIE A. CABRIETO  
Division Chief – MSD

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF ILOILO ) S.S.

BEFORE ME, a Notary Public for and in the City and Province of JUL 27 2012, this  
day of ILOILO CITY, personally appeared:

Competent Evidence of Identity

Issued on/Issue at

MS. JOANNE T. FOO

FO3-94-083385


ILOILO CITY

MR. DENNIS S. MAS, PhD URP PHIC I.D. No. 100-296-98

Pasig, City

with her competent evidence of identity indicated above known to me and to me known to be the same person who executed the foregoing Contract consisting of two (2) pages including the page on which this acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereof and sealed with my notarial seal and they acknowledged to me that the same are their free voluntary act and deed and of the entities they respectively represent

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Book No. V ;  
Series of 2012.

  
ATTY. NELSON S. GEDUSPAN  
Notary Public  
UNTIL DECEMBER 31, 2012  
PTR NO. 3623765  
AT ILOILO CITY ON 01-04-12  
IBP NO. 800367  
AT ILOILO CITY ON 01-05-12  
ATTORNEY'S ROLL NO. 21477  
TIN NO. 117-325-728