

# Contract Agreement

THIS AGREEMENT made this 7<sup>th</sup> day of December 2012 between **PHILIPPINE HEALTH INSURANCE CORPORATION (PHIC) REGIONAL OFFICE 8** of the Philippines hereinafter called "the Entity", of the one part and **EMCOR, INC.**, located at P. Gomez Street, Tacloban City hereinafter called "the Supplier" of the other part:

WHEREAS the Entity invited Bids for the Supply of Various Office Equipment (ITB 12-09-23) as follows:

Item No.	Product Description	Qty	Unit Price	Total Price
1	AIRCON - PACKAGE TYPE 3.0 TR Floor standing, supply and installation, materials and labor	11 units	67,286.00	740,146.00
2	AIRCON - SPLIT TYPE - 2.0 HP, w timer, supply and installation, materials and labor	6 units	42,481.00	254,886.00
3	AIRCON - SPLIT TYPE 2.5 HP, w timer and remote control, supply and installation, materials and labor	4 units	49,061.00	196,244.00
4	MICROWAVE OVEN - STAINLESS Body with grill	1 unit	7,000.00	7,000.00
5	VACUUM CLEANER - Heavy Duty	5 units	5,698.00	28,490.00
	<b>TOTAL PROJECT COST</b>			<b>P1,226,766.00</b>

WHEREAS the Supplier is willing and capable to supply, deliver and install all of the above-mentioned Office equipment:

WHEREAS, the Entity has accepted a Bid by the Supplier for the supply of those goods in the sum of **ONE MILLION TWO HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED SIXTY-SIX PESOS (P1,226,766.00)** (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - the Bid Form and the Price Schedule submitted by the Bidder;
  - the Schedule of Requirements;
  - the Technical Specifications;
  - the General Conditions of Contract;
  - the Special Conditions of Contract; and
  - the Entity's Notification of Award.
- 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 within **30 days upon receipt of the Notice to Proceed** 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. As per Section 62 (Warranty) of the RIRR of R.A. 9184, to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months in the case of **Expendable Supplies**, or a **minimum of one (1) year, in the case of Non-Expendable Supplies**, after acceptance by the procuring entity of the delivered supplies. The warranty shall be covered by either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price.

6. The Entity will also apply a penalty as provided for in R.A. 9184 for **delayed delivery** as specified below:

The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion/undelivered goods for every day of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.

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) REGIONAL OFFICE 8**

By:

*M. WALTER R. BACAREZA*  
**MR. WALTER R. BACAREZA**  
 Regional Vice President

**EMCOR, INC.**

By:

*Ms. ANNALYN MAE A. TAN*  
**Ms. ANNALYN MAE A. TAN**  
 Authorized Representative

SIGNED IN THE PRESENCE OF:

*RIC WESLEY CARILLO*  
**RIC WESLEY CARILLO**  
 (Print Name & Signature)

(Print Name & Signature)

ACKNOWLEDGEMENT

Republic of the Philippines)  
City of Tacloban ) s.s.

BEFORE ME, this DEC. 11, 2012, day of DEC. 11, 2012, in the City of Tacloban, Province of Leyte, Philippines, personally appeared WALTER R. BACAREZA, Regional Vice President of PhilHealth Regional Office VIII and MS. ANNALIEAH MAE A. TAN, Authorized Representative of EMCOR, INC. with Employer ID No. 100451494, issued at and TIN No. 424-085-324 on                      issued at                      on                      respectively, known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same are their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hands and affixed my notarial seal on the day, year and place above written.

  
ATTY. RENATO M. ESMALE

Notary Public for the Province of Leyte  
Notarial Commission No. 2012-01-33

Until December 31, 2013

Gen. MacArthur Memorial CAP Bldg  
J. Romualdez Cor. Sta. Nino St., Tacloban City

Roll of Notaries No. 48854

PIR No. 0176038 Expires 3/31/13 Tacloban City

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