

**CONTRACT FOR THE PROCUREMENT OF
FURNITURE AND FIXTURES**

THIS AGREEMENT is entered into by and between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation created and existing by virtue of R.A. 7875, otherwise known as the "National Insurance Act of 1995", with office address at EMDC Building, Francisco Q. Duque Jr. Road, Tapuac District, Dagupan City, represented herein by its Regional Vice President, **ELVIRA C. VER**, (hereinafter called "**PHILHEALTH**").

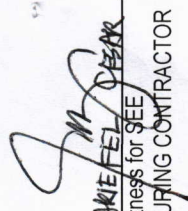
-and-

SEE MANUFACTURING CONTRACTOR, a single proprietor, organized and registered with the Department of Trade and Industry under Certificate No. 01297055, issued on February 2, 2011 and existing under the laws of the Republic of the Philippines, with business address at 155 Aurora Boulevard, Brgy. Salapan, San Juan City, Metro Manila represented herein by its General Manager, **JOSE D. SEE**, (hereinafter called "**SEE MANUFACTURING**").

WHEREAS, **PHILHEALTH** invited Bids for the **Procurement of Furniture and Fixture (ITB No. 2013-009)** and has accepted a Bid by **SEE MANUFACTURING CONTRACTOR** for the supply of those goods and services in the sum of **FIVE HUNDRED FORTY FIVE THOUSAND FIFTY TWO PESOS (P545,052.00)**, (hereinafter called "the Contract Price").

WITNESSETH:

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 Notice of Award (Annex "A");
 - (b) the BAC Resolution No. 59 s. 2013 (Annex "B");
 - (c) the Financial Bid Form and Bill of Quantities (Annex "C");
 - (d) the Schedule of Requirements (Annex "D");
 - (e) the Technical Specifications (Annex "E");
 - (f) the General Conditions of Contract (Annex "F"); and
 - (g) the Special Conditions of Contract (Annex "G")
3. In consideration of the payments to be made by **PHILHEALTH** to **SEE MANUFACTURING** as hereinafter mentioned, **SEE MANUFACTURING** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;


MARIE FELICE
Witness for SEE
MANUFACTURING CONTRACTOR

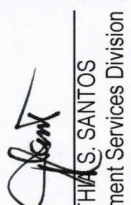
4. **PHILHEALTH** hereby covenants to pay **SEE MANUFACTURING** in consideration of the provision of the goods and services and providing remedies for defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
5. The contract price covers the costs of all deliverable Items and Services and includes all applicable taxes and duties in the Philippines, costs of importation, insurance, transportation and delivery at the time and to the locations specified but excludes any special handling or hosting charges which may be incurred at **PHILHEALTH's** site and which are for the account of **PHILHEALTH**;
6. The contract price covers all taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance and other charges which may be imposed on the Product by foreign and local authorities;


JANE C. RAGOS
Fiscal Controller IV

Within Forty Five (45) calendar days after complete delivery to and acceptance by **PHILHEALTH**, **SEE MANUFACTURING** shall submit the Statement or Billing of Account and other documentary requirements as may be required by the former as conditions for payment;

As an obligation for the warranty, **PHILHEALTH** shall withhold ten percent (10%) of the total contract price stated in the Whereas Clause hereof, amounting to **FIFTY FOUR THOUSAND FIVE HUNDRED FIVE AND 20/100 PESOS (P54,505.20)** as retention money. The said amount shall only be released after the lapse of the one (1) year warranty period. Otherwise, **SEE MANUFACTURING** may opt to post a special bank guarantee equivalent to the same amount covering the said warranty period;

7. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. 9184, shall form an integral part of the contract between the **PARTIES** hereto.


CYNTHIA S. SANTOS
Chief, Management Services Division

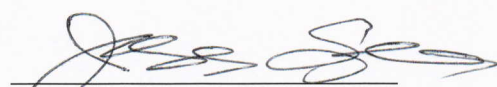
IN WITNESS WHEREOF, the parties have hereunto set their hands this 5th day February 2014 at Dagupan City, Pangasinan, Philippines.

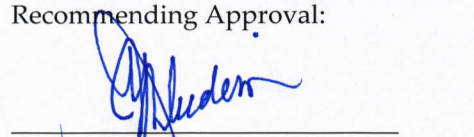
SEE MANUFACTURING CONTRACTOR

PHILIPPINE HEALTH INSURANCE CORPORATION

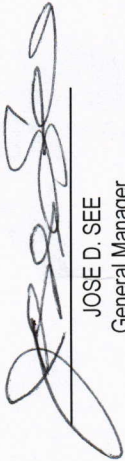
By:

Recommending Approval:

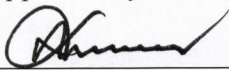

JOSE D. SEE
General Manager

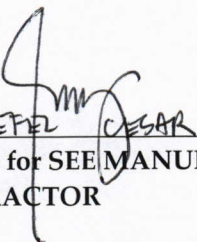

ATTY. MC DONALD B. MALICDEM
Attorney IV



ELVIRA C. VER
Regional Vice President


JOSE D. SEE
General Manager


CYNTHIA S. SANTOS
Chief, Management Services Division

Approved by:

ELVIRA C. VER
Regional Vice President


Witness for SEE MANUFACTURING
CONTRACTOR

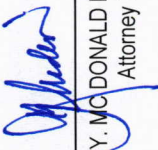
Signed in the presence of:

JANE C. RAGOS
Fiscal Controller IV

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Pangasinan)
City of Dagupan) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of _____, 2014 personally appeared:

Name	ID No.	Date of Issue/Type
<u>JOSE D. SEE</u>	<u>N01-78-069105</u>	<u>Driver's License</u>
<u>ELVIRA C. VER</u>	<u>10027098</u>	<u>PhilHealth Company ID</u>

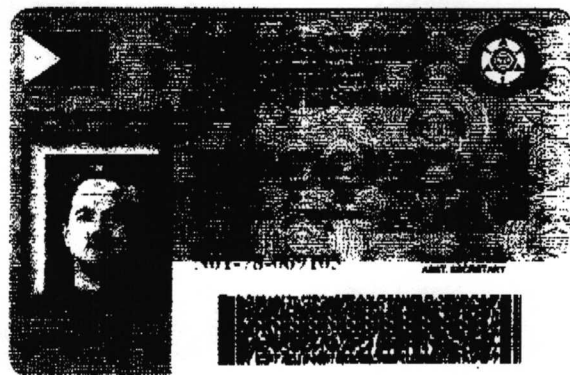

ATTY. MC DONALD B. MALICDEM
Attorney IV

Who are known to me and to me known to be the same parties who executed foregoing Contract for the Procurement of Office Equipment and acknowledged that the same is their free act and deed and that of the enterprise and corporation being represented. This instrument consisting of three (3) pages including this page on which this acknowledgement is written has been signed on the left margin of each and every page hereof by the parties and their instrumental witnesses and sealed with my notarial seal.

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

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2014



witness for the Manufacturing Contractor
Manuel Cesar

075-5229491