

## CONTRACT FOR THE PROCUREMENT OF OFFICE EQUIPMENT

**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-

**LINEAIRE MARKETING AND AIRCONDITIONING SERVICES**, a single proprietor, organized and registered with the Department of Trade and Industry under Certificate No. 00790992, issued on June 29, 2009 and existing under the laws of the Republic of the Philippines, with business address at 15 Arty Road Arty 1 Subdivision, Talipapa, Quezon City, represented herein by its General Manager, **VENUSA A. DELOS SANTOS**, (hereinafter called "**LINEAIRE**").

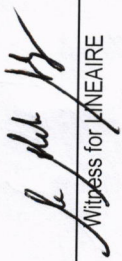
**WHEREAS**, **PHILHEALTH** invited Bids for the Procurement of Office Equipment (ITB No. 2013-004) and has accepted a Bid by **LINEARE MARKETING AND AIRCONDITIONING SERVICES** for the supply of those goods and services in the sum of **ONE MILLION THREE HUNDRED THIRTY THOUSAND PESOS (P1,330,000.00)**, (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. 38 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 Supplemental/Bid Bulletin (Annex "F")
  - (g) the General Conditions of Contract (Annex "G"); and
  - (h) the Special Conditions of Contract (Annex "H").
3. In consideration of the payments to be made by **PHILHEALTH** to **LINEAIRE** as hereinafter mentioned, **LINEAIRE** 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;
4. **PHILHEALTH** hereby covenants to pay **LINEAIRE** in consideration of the provision of the goods and services and providing remedies for defects

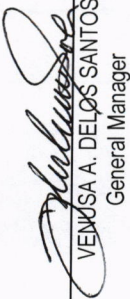
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BAC Manila  
8/15/2013



  
Witness for LINEAIRE

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;

  
VENUSA A. DELOS SANTOS  
General Manager

Within Forty Five (45) calendar days after complete delivery to and acceptance by **PHILHEALTH**, **LINEAIRE** 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 **ONE HUNDRED THIRTY THREE THOUSAND PESOS (P133,000.00)** as retention money. The said amount shall only be released after the lapse of the one (1) year warranty period. Otherwise, **LINEAIRE** may opt to post a special bank guarantee equivalent to the same amount covering the said warranty period;

  
JANE G. RAGOS  
Fiscal Controller IV


- 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.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands this \_\_\_\_\_ day \_\_\_\_\_ 2013 at Dagupan City, Pangasinan, Philippines.

  
ELVIRA C. VER  
Regional Vice President

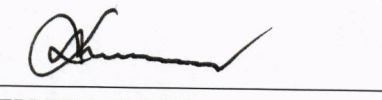
**LINEAIRE MARKETING AND  
AIRCONDITIONING SERVICES**

By:

  
VENUSA A. DELOS SANTOS  
General Manager

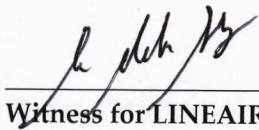
**PHILIPPINE HEALTH INSURANCE  
CORPORATION**

By:

  
ELVIRA C. VER  
Regional Vice President



Signed in the presence of:

  
Witness for LINEAIRE

  
JANE C. RAGOS  
Fiscal Controller IV

ACKNOWLEDGMENT

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


AUG 13 2013

BEFORE ME, a Notary Public for and in the above jurisdiction, this \_\_\_\_\_ day of \_\_\_\_\_, 2013 personally appeared:

Name	ID No.	Date of Issue/Type
VENUSA A. DELOS SANTOS	NEST-09-014000	12/8/11 DRIVERS LICENCE
ELVIRA C. VER	10027098	PhilHealth Company ID

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  


ATTY. ALEX NORMAN B. LOMBOY  
Notary Public  
until December 31, 2013  
IBP Life No. 09230 Roll No. 58072  
124 A.B. Fernandez Ave., Dagupan City  
PTR No. 0494210 Dagupan City 1/02/13

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Book No. XII  
Series of 2013

  
JANE C. RAGOS  
Fiscal Controller IV

  
ELVIRA C. VER  
Regional Vice President



PHILIPPINES  
REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS  
LAND TRANSPORTATION OFFICE  
EAST AVE. QUEZON CITY

LAST NAME, FIRST NAME, MIDDLE NAME  
**DELOS SANTOS, VENUSA ALBARDA**

ADDRESS (NO. STREET, CITY, MUN., PROVINCE)  
26 DONA JUANA ST. 3 A.V. TALIPAPA NOVA Q.C.

BIRTH DATE: 1971-09-28 SEX: F HT (CM): 153 WT (KG): 69 NATIONALITY: FIL.

RESTRICTIONS: 2 CONDITIONS: AGV: NOS: 2014-09-28

LICENSE NO. 121101492

SIGNATURE OF LICENSEE

ASST. SECRETARY

Republic of the Philippines  
DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS  
LAND TRANSPORTATION OFFICE  
East Avenue Quezon City

Field Office: La Loma District Office Field Office Code: 1320

**OFFICIAL RECEIPT** 121101492 DATE: 12/08/2011

RECEIVED FROM (Last name, First name, MI)  
DELOS SANTOS, VENUSA A.

ADDRESS (No. Street, City, Municipality, Province)  
26 DONA JUANA ST. 3 A.V. TALIPAPA NOVA Q.C. QUEZON CITY NOR. SECOND DISTRICT 1147

PAYMENT DETAILS	BREAKDOWN OF PAYMENT
Transaction ID: 121101492	License Fee (MPDL) 50.00
DR# 121101492	Penalty/Late Fee 5.00
ON 320120820110134 - 02	Revision of Records 10.00
Lic No: M2509014000	Comp Fee 87.83
Issued Dec 8 2011	Nothing Follows
CASH 592.83	
<b>TOTAL AMOUNT PAID</b>	<b>592.83</b>
THE SUM OF (in pesos) Five Hundred Ninety Two And 83/100 Pesos Only	
MODE OF PAYMENT CASH	
Chief of Office Electronic Signature/Date	Cashier Signature/Date

*Handwritten signatures and notes on the left margin.*