

**CONTRACT FOR THE SUPPLY AND DELIVERY  
OF OFFICE CHAIRS**

**THIS AGREEMENT** made this JAN 10 2013 2012 by and between

**SEE MANUFACTURING CONTRACTOR** with office address at 140 Aurora Blvd., San Juan, Metro Manila, represented by JOSE D. SEE, herein referred to as the **SUPPLIER**.

and

**PHILIPPINE HEALTH INSURANCE CORPORATION, REGIONAL OFFICE IV-B**, a government owned and controlled corporation duly registered, organized and existing under Philippine laws with office address at Caedo Commercial Center, Calicanto, Batangas City, represented herein by its Regional Vice President, **PAOLO JOHANN C. PEREZ**, herein referred to as the **ENTITY**;

WHEREAS the **ENTITY**, through Philhealth Regional Office IV-B, invited Bids for certain goods and ancillary services, viz., **SUPPLY AND DELIVERY OF OFFICE CHAIRS** and has accepted a Bid by the **SUPPLIER** for the supply of those goods and services in the sum of **THREE HUNDRED SIXTY FIVE THOUSAND EIGHT HUNDRED SIXTY PESOS (Php 365,860.00)** (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in Republic Act 9184 (Government Procurement Reform Act of 2003) and its Implementing Rules and Regulations as well as in the Bid documents relative to the public bidding that lead to the award of this contract;
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 General as well as the Special Conditions set forth in the bid documents submitted by the **SUPPLIER**; and
  - (e) The **ENTITY**'s Notification of award
3. 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 and 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, the same being **inclusive of all government required fees and taxes**, 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 **SUPPLIER** hereby undertakes to furnish the client a Performance Bond amounting to five percent (5%) for cash or check, or ten percent (10%) for bank guarantee, or thirty percent (30%) for Surety Bond of the total contract price, which may be increased whenever the requirements of the **ENTITY** also increases, as guarantee for the payment of any claim made by the **ENTITY** of losses, liability, injury or damage arising from or growing out of the **SUPPLIER**'s operations under

this contract, and for the faithful performance made by the **SUPPLIER** of the covenants, obligations and undertakings assumed and agreed to by the parties hereunder, such bond to be and to remain in force until the period of prescription provided by law for the filling of such claim or loss, liability, injury or damage shall have lapsed. Provided, however, that if any claim for any of the foregoing has been filed within the same period, then in any such case, said bond shall continue;

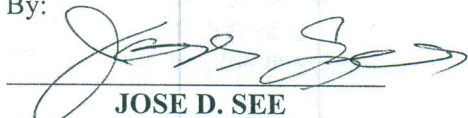
6. In case any provision or stipulations hereof is declared invalid, null and void or contrary to law, rules and regulations, the unaffected portion shall remain valid and effective.

**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.

**SEE MANUFACTURING  
CONTRACTOR**  
(Supplier)

**PHILIPPINE HEALTH INSURANCE  
CORPORATION (PHIC)**  
(Entity)


By:

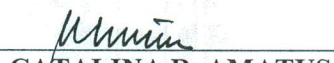
  
**JOSE D. SEE**  
Proprietor

By:

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

**SIGNED IN THE PRESENCE OF:**

  
**ANTONIA RUTH R. MACATANGAY**  
Administrative Office II  
OIC – Administrative Section

  
**CATALINA R. AMATUS**  
Fiscal Controller IV  
Certified Funds Available

#### **ACKNOWLEDGMENT**

Republic of the Philippines }  
**SAN JUAN CITY** } S.S.

**BEFORE ME** personally appeared on this \_\_\_\_ day of **JAN 10 2013** 2012,  
at **SAN JUAN CITY**, Philippines.

Competent Evidence of Identity

**PAOLO JOHANN C. PEREZ**  
**JOSE D. SEE**

Driver's License # **NOI-78-069105**

Known to me and to me known to be the same persons who executed the foregoing instrument consisting of two (2) pages including the page on which this acknowledgment is written and acknowledge 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.

Doc No. 319  
Page No. 64  
Book No. XXXX  
Series of 20 13

  
**EDWARD T. ONG**  
ATTORNEY'S ROLL NO. 49706  
LIFE TIME IBP No. 746920, 08-08-08, QC  
MY COMMISSION EXPIRES 12-31-13  
PTR No. J173951, 01-07-09, QC.