

**CONTRACT FOR THE
PROCUREMENT OF ONE (1) LOT LABOR AND MATERIALS FOR
RELOCATION, DISMANTLING AND RE-INSTALLATION OF FIVE (5)
UNITS PACU AT DATA CENTER FROM RM 1406 TO 1807**

APR 06 2016

THIS AGREEMENT, made on the _____ day of _____, 2016 between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation created and existing by virtue of Republic Act 7875, as amended by R.A. 10606, otherwise known as the "National Health Insurance Act of 2013", with office address at 18th Floor CityState Centre Building, 709 Shaw Boulevard cor. Oranbo Drive, Pasig City, represented herein by its **OIC-SVP MANAGEMENT SERVICES SECTOR, ATTY. GERMAIN G. LIM**, (hereinafter called the "**PHILHEALTH** ");

-and-

AMERICAN TECHNOLOGIES, INC., a business name registered with the Securities and Exchange Commission (SEC) under Certificate No. 136143 dated October 29, 1986 and existing under the laws of the Republic of the Philippines, with business address at ATI Bldg. #5 Ideal St. cor. McCollough St. Brgy. Addition Hills, Mandaluyong City represented herein by its (hereinafter called the "**ATI**")

WHEREAS, **PHILHEALTH** is desirous that the **AMERICAN TECHNOLOGIES, INC.** execute **Bids for the Procurement of One (1) Lot Labor and Materials for Relocation, Dismantling and Re-Installation of Five (5) Units PACU at Data Center from Rm. 1406 to 1807 (ITB No. PACU 2015-003-Infra)** (hereinafter called "**THE WORKS**") and **PHILHEALTH** has accepted the Bid for **EIGHT HUNDRED SEVENTY FIVE THOUSAND PESOS (PhP875,000.00)** by **ATI** for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - a) General and Special Conditions of Contract; (**Annex "A"**)
 - b) Specifications; (**Annex "B"**)
 - c) Instructions to Bidders; (**Annex "C"**)
 - d) Bid Data Sheet (**Annex "D"**)
 - e) Bid Bulletin No. 1; (**Annex "E"**)
 - f) Bid forms; (**Annex "F"**)
 - g) Eligibility requirements; (**Annex "G"**)
 - h) Performance Security; (**Annex "H"**)
 - i) Notice of Award of Contract and the Bidder's conforme thereto; (**Annex I"**)
3. In consideration of the payments to be made by **PHILHEALTH** to **ATI** as hereinafter mentioned, **ATI** hereby covenants with **PHILHEALTH** to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. **PHILHEALTH** hereby covenants to pay **ATI** in consideration of the execution and completion of the Works, and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
5. The contracting parties undertake to comply with Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy (Revision 1)" which is deemed incorporated into

Atty. Germain G. Lim
OIC-SVP, Management Services
Sector

Charlie T. Torreliza
Technical Head
American Technologies, Inc.

Edgar Julio S. Asuncion
Senior Vice President/Chief Legal Executive,
Legal Sector

Mario S. Matanguihan
Senior Manager, Physical Resource and
Infrastructure Department

Juvy D. Balolong
Division Chief IV, AICD Division,
Comptrollership Dept.

Witness for American Technologies, Inc.

Witness for American Technologies, Inc.

this Contract. No PhilHealth personnel shall solicit, demand or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the public or private sector, at anytime, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the function of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.

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

AMERICAN TECHNOLOGIES, INC.

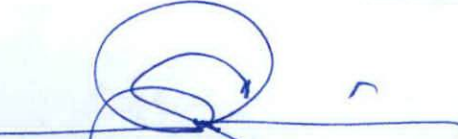
By:


By:



ATTY. GERMAIN G. LIM
OIC-SVP
Management Services Sector



CHARLIE T. TORRELIZA
Technical Head


SIGNED IN THE PRESENCE OF:


EDGAR JULIO S. ASUNCION
Senior Vice President
Legal Sector


Witness for ATI


MARIO S. MATANGUIHAN
Senior Manager
Physical Resources and Infrastructure Department



Witness for ATI



JUVY D. BALOLONG
Division Chief IV, AICD Division
Comptrollership Department

ACKNOWLEDGEMENT

(REPUBLIC OF THE PHILIPPINES
CITY OF QUEZON CITY) S.S.

BEFORE ME, this ___ day of APR 06 2016 2016, personally appeared the following persons exhibiting to me their respective Government-issued ID's, to wit:


	Identification Card and No.	Date/Place of Issue
 ATTY. GERMAIN G. LIM Philippine Health Insurance Corporation	<u>160-843-00 20.30</u>	

 CHARLIE T. TORRELIZA American Technologies, Inc.	<u>CTC# 13143874</u>	<u>2/22/2016 SAN JUAN CITY</u>
---	----------------------	--------------------------------

Known to me to be the same persons who executed the foregoing Agreement consisting of ___ pages including the annexes and this page on which the acknowledgement is written and they acknowledged that the same is their free act and deed and that of the corporations being represented.

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

Doc No. 191
Page No. 40
Book No. 45A
Series of 2016.


ATTY. BENJAMIN A. ALFONSO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
PTR NO. 2147797 1/4/2015 - QUEZON CITY
IBP NO. 1015954 1/4/2015 - QUEZON CITY
ROLL NO. 13296
COMMISSION NO. NP-144 (2015-2016) QUEZON CITY
TIN NO. 177-967-619
MOL EXEMPTED