

CONTRACT FOR THE
PROCUREMENT OF BRAND NEW AIR-CONDITIONERS

THIS CONTRACT made on the 23rd day of August 2016 between PHILIPPINE HEALTH INSURANCE CORPORATION, a government-owned and controlled corporation created and existing by virtue of R.A. 7875, as amended, otherwise known as the National Health Insurance Act”, with office address at PhilHealth Regional Office IVA, Lucena Grand Central Terminal, Brgy. Ilayang Dupay, Lucena City, represented herein by its OFFICER-IN-CHARGE (OIC), EDWIN M. ORIÑA, M.D. (hereinafter called “PHILHEALTH”)

-and-

LINEAIRE MARKETING AND AIRCONDITIONING SERVICES, a Sole Proprietorship registered with the Department of Trade and Industry (DTI) under Certificate no. 03263733 issued on June 30, 2014 and existing under the laws of the Republic of the Philippines with business address at 15 Arty Road 1 Arty Subdivision Talipapa, Novaliches, Quezon City, represented herein by its GENERAL MANAGER, VENUSA ALBARDA DELOS SANTOS (hereinafter called “LINEAIRE”):

WHEREAS, PHILHEALTH invited Bids for the Supply and Delivery of Brand New Air conditioners (ITB No. 12-PB16) and has accepted the Bid by LINEAIRE for the supply of said goods in the sum of NINE HUNDRED SIXTY SIX THOUSAND THREE HUNDRED PESOS ONLY (Php 966,300.00) (hereinafter called “Contract Price”).

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as they hereby agree and bind themselves as follows:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereunder referred to.
2. The following documents shall form and be read and construed as part of this Agreement, viz.:
 - (a) the Financial Proposal submitted by LINEAIRE (Annex “A”);
 - (b) the General Conditions of Contract (Annex “B”);
 - (c) the Special Conditions of Contract (Annex “C”);
 - (d) the Schedule of Requirements (Annex “D”);
 - (e) the Technical Specifications (Annex “E”);
 - (f) the PRO-BAC Resolution No. 075 s.2016 (Annex “F”);
 - (g) the PRO-BAC Resolution No. 077 s.2016 (Annex “G”);
 - (h) the Notice of Award (Annex “H”); and,
 - (i) the Performance Security (Annex “I”);
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 this Contract.
4. PHILHEALTH hereby covenants to pay LINEAIRE in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price at the time and in the manner prescribed by this contract.
5. The contract price covers the costs of all Deliverables Items and Services and includes all applicable taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance, cost of importation, transportation and delivery at the time and locations specified and other charges which may be imposed on the Product by foreign and local authorities.
6. LINEAIRE hereby covenants to deliver in favor of PHILHEALTH the Brand New Air-conditioners and the services related hereto, in accordance with the technical specifications as stated in the Annexes of this contract.

1 | Contract for the Supply, Delivery and Installation of Brand New Air-conditioners
(ITB No. 12-PB16)

LINEAIRE, Represented by: VENUSA A. DELOS SANTOS
General Manager

EDWIN M. ORIÑA, M.D.
OIC. PRO IVA

Approved by:

Recommended by: MIGUEL T. MACALINAO
Division Chief, MSD

Witness
LUCIANO PEREZ

Witness
TERMELO O. DELOS SANTOS

Witness - PRO IVA
FELICIANA O. PASTORPIDE

Witness - PRO IVA
JOSEPH ADRIAN R. REJANO

7. Within Sixty (60) days after complete delivery to and acceptance by **PHILHEALTH** and upon submission of **LINEAIRE** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements as may be required by **PHILHEALTH** as condition for payment, the latter shall pay the sum of **EIGHT HUNDRED SIXTY NINE THOUSAND SIX HUNDRED SEVENTY PESOS (Php 869,670.00) only**, which is ninety percent (90%) of the total contract price.

As obligation for the Warranty, **PHILHEALTH** shall hold the **ten percent (10%) of the total contract price as retention money** in an amount equivalent to **Ninety Six Thousand Six Hundred Thirty Pesos (PhP 96,630.00) only**. Said amount shall only be released after the lapse of the **Five (5) year warranty period** for non-expendable supplies as required under **Section 62 (Warranty) of the Revised IRR of RA 9184**. Provided, however, that the good supplied is free from patent and latent defects and all the conditions imposed under the contract have been fully met. Provided further, that **LINEAIRE** may opt to post a **special bank guarantee** equivalent to at least **ten percent (10%) of the total contract price**. The said special bank guarantee must have a validity period of **five (5) years** covering the whole duration of the **warranty period**.

8. 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. No. 9184, shall form as integral parts of this contract between the **PARTIES** hereto.

The parties hereby certify that they have read or caused to be read to them each and every provision of the this Contract and that they have fully understood the same.

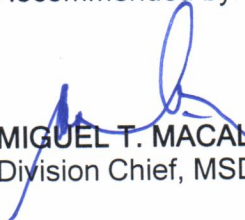
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year written above.

**PHILIPPINE HEALTH
INSURANCE CORPORATION**

**LINEAIRE MARKETING AND
AIRCONDITIONING SERVICES**


Recommended by:

by:



MIGUEL T. MACALINAO
Division Chief, MSD

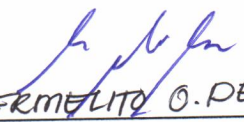

VENUSA A. DELOS SANTOS
General Manager


Approved by:

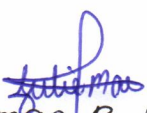

EDWIN M. ORIÑA, M.D.
OIC, PRO IVA

Signed in the presence of:


JOSEPH ADRIAN R. REJANO
Witness - PRO IVA


ERMELITO O. DELOS SANTOS
Witness for **LINEAIRE**


FELICIANA O. PASTORPIDE
Witness - PRO IVA


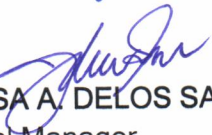

JULIEMAE B. PERANTES
Witness for **LINEAIRE**

ACKNOWLEDGMENT

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

SEP 01 2016

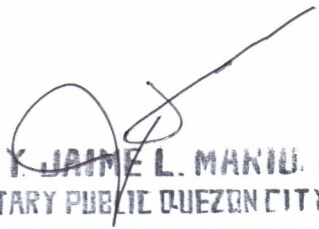
BEFORE ME, this _____ day of _____ 2016, personally appeared
the following persons exhibiting to me their respective Government-issued IDs, to wit:

Identification Card and No.	Date/Place of Issue
 EDWIN M. ORIÑA, M.D. Philippine Health Insurance Corporation	PASSPORT# <u>EB6362469</u> Effectivity Date <u>Sept 17, 2017/DFA Manila</u>
 VENUSA A. DELOS SANTOS General Manager	<u>DRIVER'S LICENSE</u> <u>N25-09-014000</u> <u>QUEZON CITY 9/28/14</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 acknowledgment 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 NOTARIAL SEAL on the date and place first above written.

Doc No. 657 ;
Page No. 132 ;
Book No. XXII ;
Series of 2016.


ATTY. JAIME L. MARIDO, JR.
NOTARY PUBLIC QUEZON CITY
UNTIL DECEMBER 31, 2016
PTR NO. 2181676
IBP NO. 1018684
ISSUED ON JANUARY 6, 2016
ISSUED AT QUEZON CITY
ROLL NO. 18051



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

Field Office: _____ Field Office Code: _____

OFFICIAL RECEIPT

609310400

DATE: 09/29/2014

RECEIVED FROM (Last name, First name, MI)

ADDRESS (Name, Street, City, Municipality, Province, Zip Code) CITY: MCF SECOND DISTRICT

PAYMENT DETAILS

BREAKDOWN OF PAYMENT

License No. N2509104000

Nothing Follows

TOTAL AMOUNT PAID

***41763

MODE OF PAYMENT

FSDolina
CHIEF OF OFFICE
Electronic Signature/Date

CNVillasenor
CASHIER
Signature/Date



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

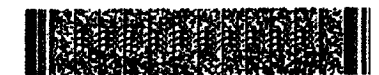
NON-PROFESSIONAL

LAST NAME/FIRST NAME/MIDDLE NAME

DELOS SANTOS, VENUSA ALBARDA



ADDRESS (No., Street, City, Muni., Province)
20 DORA SUMARAY SAN AGUSTIN VL. TALEPAS QUEZON CITY
BIRTH DATE SEX HT. (cm) WT. (kg) NATIONALITY
1977-09-28 F 153 66 PH
RESTRICTIONS CONDITIONS AGY EXPIRES
2 NONE 2017-09-28
LICENSE NO.
N25-09-014000
ASST. SECRETARY



N25-09-014000



PROUD TO BE A FILIPINO



COPY

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LINEAIRE MARKETING AND
AIR CONDITIONING SERVICES

VENUSA & DELOS SANTOS