

**Contract Agreement Form for the Procurement of Supply and Installation of 7 Units of Brand New Inverter 6.0HP Split Type Floor Mounted Air Conditioning Units for LHIO Pasig, 3 Units of 4.0HP Split Type Floor Mounted and 1 Unit of 2.0 HP Split Type Wall Mounted Air Conditioning Units for LHIO Manila
PRO NCR ITB NO. 11, S-2021 ACPASIG&MANILA**

CONTRACT AGREEMENT

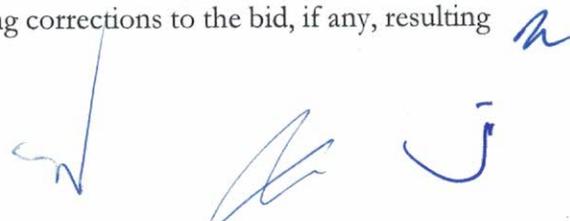
THIS AGREEMENT made the _____ day of FEB 22 2021 between **PHILIPPINE HEALTH INSURANCE CORPORATION** a government-owned and controlled corporation created and existing by virtue of R.A. 7875, as amended by R.A. 11223, otherwise known as the “National Health Insurance Act of 2013”, with office address at VCP Bldg. 68 Kalayaan Ave., Teacher’s Village West, Quezon City, represented by its **Vice President, DR. FRANCISCO Z. SORIA, JR.**, (hereinafter called “the Entity”) of the one part duly authorized to enter into this Contract, as evidenced by Corporate Order No. 2018-0026 dated April 10, 2018, and **MJL ENTERPRISES** of 122 Juan Sumulong Avenue, Brgy. Bagumbayan, Teresa, Rizal, represented by **MARILYN PABIONA** (hereinafter called “the Supplier”) of the other part, duly authorized to enter into this Contract as evidence by Special Power of Attorney dated 09 December 2021;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly Supply and Installation of 7 units of Brand New Inverter 6.0HP Split Type Floor Mounted Air Conditioning Units for LHIO Pasig, 3 units of 4.0HP Split Type Floor Mounted and 1 unit of 2.0 HP Split Type Wall Mounted Air Conditioning Units for LHIO Manila and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Eight Hundred Sixty-Two Thousand Two Hundred Sixty-Seven Pesos (Php1,862,267.00)** (hereinafter called “the Contract Price”).

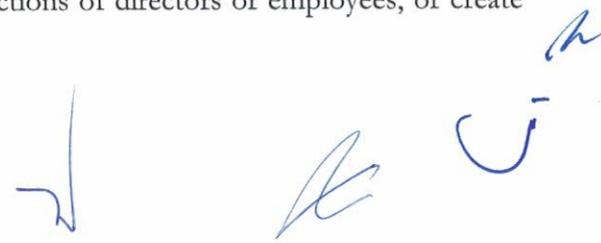
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;


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- iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **One Million Eight Hundred Sixty-Two Thousand Two Hundred Sixty-Seven Pesos (Php1,862,267.00)**, **MJL Enterprises** agrees to provide the goods and to remedy defects therein in conformity in all respects with the provisions of this Contract in accordance with its Bid.
 4. The **PHILIPPINE HEALTH INSURANCE CORPORATION** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
 5. The contract price covers all taxes, including the twelve percent (12%) Value-Added-Tax, customs duties, license fees, freight insurance and other charges which may be imposed on the Product by the foreign and local authorities.
 6. Upon submission by **MJL ENTERPRISES** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements, **PHILHEALTH** shall pay after thirty (30) working days after the delivery, and completion/submission of the duly signed contract, signed delivery receipt and sales invoice, duly signed, approved inspection report and duly signed certificate of completion.

PHILHEALTH shall hold the **five percent (5%)** of the total contract price as retention money or as obligation for "Warranty" in an amount equivalent to **NINETY-THREE THOUSAND ONE HUNDRED THIRTEEN PESOS AND 35/100 (Php93,113.35)** only. Said amount shall only be requested for release after **one (1) year** duration of the warranty period. Provided, however, that the goods supplied and all the conditions imposed under the contract have been fully met. Provided further, that **MJL ENTERPRISES** may opt to post a special bank guarantee equivalent to at least five percent (5%) of the total contract price. The said special bank guarantee must have a validity period of **one (1) year** covering the whole duration of the warranty period.
 7. 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 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 any time, 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 functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.
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8. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the IRR of RA 9184, shall form an integral part of the contract between the **PARTIES** hereto.
9. The courts of Quezon City shall have exclusive jurisdiction over any dispute or claim which may arise between the parties under this contract.

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.

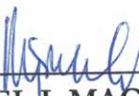


DR. FRANCISCO Z. SORIA, JR.
Vice President
PhilHealth Regional Office NCR



MARILYN PABIONA
Authorized Representative
MJL ENTERPRISES

Recommending Approval:



MARICEL J. MAGLALANG
OIC – Management Services Division
PhilHealth Regional Office NCR

Signed in the Presence of:



JOEL P. SANTOS
Head, General Services Unit
PhilHealth Regional Office NCR



JOHNLY GERBER C. CRUZ
MJL Enterprises



WILLIE M. BUMACOD
OIC, Fund Management Section
PhilHealth Regional Office NCR

CSF NO. 2022-02-006

Acknowledgment

**Identification Card and
Number**

Date/Place of Issue

DR. FRANCISCO Z. SORIA, JR.
Philippine Health Insurance Corp.

Company ID
10080299

MARILYN PABIONA
MJL ENTERPRISES

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

BEFORE ME, this FEB 23 2022 day of _____ 20____, personally appeared the following persons exhibiting to me their respective government-issued IDs, to wit:

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. _____
Page No. _____
Book No. _____
Series of 2022 _____

[Handwritten signature]

[Handwritten signature]
Socorro Maricel N. Nepomuceno
Notary Public for Quezon City
NP 238 until December 31, 2022
Roll No. 50756
IBP No. 178479; 02.16.2022
PTR No. 2430516; 01.04.2022
MCLE No. VI-0018197
35 Matalino Street, Barangay Central
Quezon City, Metro Manila 1100
Contact Number 09985510287

[Handwritten initials]