

Contract Agreement Form for the Procurement of Air Conditioning Units

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is for the Procurement of Air Conditioning Units executed on _____ day of MAY 18 2023 by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, hereinafter referred to as the "PROCURING ENTITY", a government-owned and controlled corporation duly created by virtue of RA 7875, as amended by RA 9241, and RA 10606, otherwise known as the "National Health Insurance Act of 2013", holding office at Akia Building, Old De Venecia Highway, Lucao District, Dagupan city, and represented herein by its Regional Vice President, **DENNIS B. ADRE** who is authorized to sign this Agreement under Corporate Order No. 0026 s. 2018, attached herewith as Annex "A";

-and-

DEOKMA EIGHT TRADING INC., hereinafter referred to as the "SUPPLIER", a corporation organized and existing under the laws of the Republic of the Philippines, holding main office at Unit 1 Greenhills Product Compound, M.L. Quezon Street, Casuntingan, Mandaue City, represented herein by its Account Executive, who is authorized to sign this Agreement under Secretary Certificate herewith as Annex "B";

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Procurement of Air Conditioning Units** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Two Million Seventy Thousand Pesos (Php2,070,000.00)** (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;

- 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 **Two Million Seventy Thousand Pesos (Php2,070,000.00)** or such other sums as may be ascertained, Deokma Eight

Trading, Inc. agrees to provide Air Conditioning Units in accordance with his/her/its Bid.

4. The Philippine Health Insurance Corporation agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. **Payment of Taxes.** Deokma Eight Trading, Inc. shall pay taxes in full and on time and that failure to do so will entitle the government to suspend payment for any goods or services delivered by CBII.
6. 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 RA 9184, shall form an integral part of the Contract between the PARTIES hereto.
7. **Litigation and Venue.** The parties shall exert their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

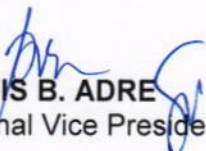
Whenever necessary to seek judicial relief as allowed by the Alternative Dispute Resolution Act of 2004, the Parties agree that such proceedings be instituted in any competent court in Dagupan City, to the exclusion of other courts of equal jurisdiction.

8. The parties and any or all of their staff or representatives who will be involved in this project shall be required to sign a mutual Non-Disclosure Agreement and maintain strict confidentiality on any information accessed from the PhilHealth database or provided by PhilHealth. This condition shall apply even after the contract ends. Deokma Eight Trading, Inc. or any person acting under its authority, shall not disclose any proprietary or confidential information relating to PhilHealth or to this agreement without prior written consent from the latter.
9. 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 judicial entity, whether from the public or private, group, association or judicial 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 functions of their office or influence the actions of directors or employees, or create the appearance of 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.

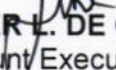
PHILIPPINE HEALTH INSURANCE CORPORATION

By:


DENNIS B. ADRE
Regional Vice President

Deokma Eight Trading, Inc.

By:

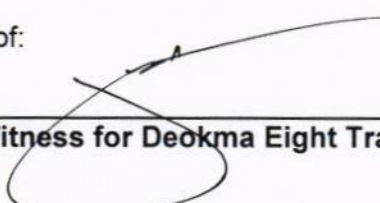

JENER L. DE GUZMAN
Account Executive

Recommended by:


CYNTHIA S. SANTOS
Division Chief, Management Services Division

Signed in the presence of:


SALLY S. GOMEZ
HRMO III/ Acting ASS Chief


Witness for Deokma Eight Trading, Inc.

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Pangasinan)
City of Dagupan) S.S.
CITY OF SAN FERNANDO, PAMPANGA

MAY 18 2023

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

Name	ID No.	Competent Evidence of Identity
<u>JENER L. DE GUZMAN</u>	<u>110-14-011007</u>	<u>Driver's License</u>

Who are known to me and to me known to be the same parties who executed foregoing Contract for the Procurement of Air Conditioning Units and acknowledged that the same is their free act and deed and that of the respective enterprise and corporation being represented. This instrument consisting of four (4) pages including this page on which this acknowledgment 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.

MAY 18 2023

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

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Page No. 18
Book No. CXXXI
Series of 1117


ATTY. RAUL E. MACALINO
Notary Public Until December 31, 2024
Commission No. 12-23
Roll No. 33840
IBP No. Lifetime Member No. 09880
MCLE VIII-00017522-6-23
PTR No. 9516616 1-3-22

ACKNOWLEDGMENT

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

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

Name	ID No.	Competent Evidence of Identity
DENNIS B. ADRE	_____	_____

Who are known to me and to me known to be the same parties who executed foregoing Contract for the Procurement of Air Conditioning Units and acknowledged that the same is their free act and deed and that of the respective enterprise and corporation being represented. This instrument consisting of four (4) pages including this page on which this acknowledgment 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.

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