

Agreement

THIS AGREEMENT made this _____ day of _____ 2016 between **DUTY FREE PHILIPPINES CORPORATION** (hereinafter called "the Entity") of the one part and **MAXICARE HEALTHCARE CORPORATION** with address at Maxicare Tower, 203 Salcedo St., Legaspi Village, Makati City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for the **Provision of DFPC Healthcare Services** and has accepted the Bid by the Supplier for the supply of those goods and services in the sum of **Forty Four Million Four Hundred Sixty Six Thousand Four Hundred Twenty Four Pesos (PhP44,466,424.00)** (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) the Bid Form, the Price Schedule and Proposed Rates for Employees Paid Dependents submitted by the Bidder;
 - b) the Schedule of Requirements;
 - c) the Technical Specifications;
 - d) the General Conditions of Contract;
 - e) the Special Conditions of Contract;
 - f) the Supplemental/Bid Bulletin; and
 - g) 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 to 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 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.

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.

DUTY FREE PHILIPPINES

MAXICARE HEALTHCARE CORPORATION
(TIN NO. 000-487-637-000)

By:



BERNARDINE R. BELMONTE
OIC-Office of the Chief Operating Officer

By:

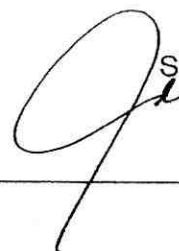


CHRISTIAN S. ARGOS
President and CEO



MARIA NELISSA A. BADAL
VP for Corporate Sales

Signed in the presence of:


_____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.
CITY OF MAKATI

BEFORE ME a Notary Public for and in _____, on this NOV 03 day 2016, 2016, personally appeared: CITY OF MAKATI

<u>Name</u>	<u>Passport No.</u>	<u>Date/Place Issued</u>
DUTY FREE PHILS. BERNARDINE R. BELMONTE	DL# D16-88-013308	20 June 2014/Parañaque
MAXICARE HEALTHCARE CORPORATION CHRISTIAN S. ARGOS MARIA NELISSA A. BADAL	EB 9302796 EC 1311748	04 October 2013 / DFA MANILA 04 JUNE 2014 / DFA NCR SOUTH

known to me and to me known to be the same persons who executed this instrument and they acknowledged to me that the same is their voluntary act and deed.

This Agreement, consisting of two (2) pages, was signed by the parties together with their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

Doc. No. 378
Page No. 27
Book No. XXXIV
Series of 2016.

ATTY. JOSHUA P. LAPUZ
Notary Public Makati City
Until Dec 31, 2017
Appointment No. M-231 (2016-2017)
PTR No. 0056579 Jan. 4, 2016 / Makati
IBP Lifetime No. 04877 Roll No. 45790
MCLE Compliance No. V-0019692
G/f Fedman Bldg., 199 Salcedo St
Legaspi Village, Makati City

[Handwritten signatures and initials]