

Agreement

THIS AGREEMENT made this _____ day of _____ 2015 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 2015** and has accepted the Bid by the Supplier for the supply of those goods and services in the sum of **Forty Million Seven Hundred Eight Thousand Six Hundred Ninety Three Pesos (PhP40,708,693.00)** (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 and the Price Schedule 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

By:

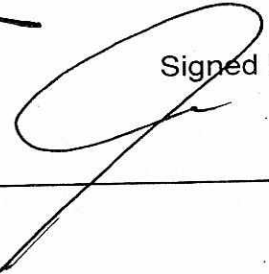

LORENZO C. FORMOSO
Chief Operating Officer

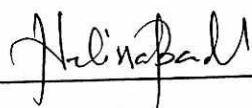
MAXICARE HEALTHCARE CORPORATION
(TIN NO. 000-487-637-000)

By:


JOSE PASTOR Z. PUNO
President

Signed in the presence of:





ACKNOWLEDGMENT

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

NOV 16 2015

BEFORE ME a Notary Public for and in CITY OF MAKATI, on this ____ day of _____, 2015, personally appeared:

<u>Name</u>	<u>Passport No.</u>	<u>Date/Place Issued</u>
DUTY FREE PHILS. LORENZO C. FORMOSO	EC07490303	02 April 2014/DFA Manila

MAXICARE HEALTHCARE CORPORATION EB6527337 10 OCTOBER 2012/DFA MANILA
JOSE PASTOR Z. PUNO

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. 41
Page No. 10
Book No. XXXIX
Series of 2015.

ATTY. JOSHUA P. LAPUZ
Notary Public, Makati City
Until Dec 31, 2015
Appointment No. M-41 (2014-2015)
PTR No. 4742911 Jan. 5, 2015/ Makati
- NICLE Compliance No. IV-0020030
ISP Lifetime No. 01827 R04 r/c 16790
G/F Fedman Bldg., 199 Salvo St.
Legaspi Village, Makati City