

Republic of the Philippines
TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES
BIDS AND AWARDS COMMITTEE
Ayala Blvd, Cor. San Marcelino St. Ermita, Manila 1000

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CONTRACT AGREEMENT
Procurement of Insurance Coverage S.Y. 2013

KNOWN ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into this SEP 05 2013 day of _____ 2013 at the City of Manila by and between:

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES represented herein by its President, **DR. OLYMPIO V. CAPARAS**, with office address at Ayala Blvd. corner San Marcelino St. Ermita, Manila, and hereinafter referred to as the "TUP";

- and

FEDERAL PHOENIX ASSURANCE COMPANY INCORPORATED, a business entity duly organized and existing by virtue of the laws of the Republic of the Philippines represented herein by its President, **MR. RAMON YAP DIMACALI** with office address at 6/F Zuellig Building, Makati Avenue cor. Pasco de Roxas, Makati City and hereinafter referred to as the "Supplier".

WHEREAS, the TUP invited Bids for the **Procurement of Insurance Coverage S.Y. 2013** has accepted a Bid by the Supplier for the supply of those goods/services in the sum of **Two Hundred Sixty Thousand Three Hundred Forty Pesos (Php 260,340.00) or Php 20.00 annual premium (inclusive of taxes) per student** (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 Schedules;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions;
 - (f) The TUP's Notification of Award;
 - (g) The Notice to Proceed;
3. In consideration of the payments to be made by the TUP to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the TUP to provide the **Procurement of Insurance Coverage S. Y. 2013** 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 **Procurement of Insurance Coverage S. Y. 2013** 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.

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5. Supplier shall warrant TUP to provide the **Procurement of Insurance Coverage S. Y. 2013** with the following within the warranty period:

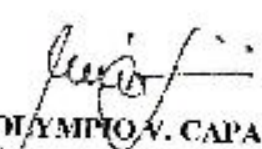
- a) Twenty-four (24) hours on or off school, throughout one school year calendar but not to exceed twelve months.
- b) Unprovoked murder & assault.
- c) Commercial flying as a fare paying passenger.
- d) Motorcycling is covered except for professional racing or sports related activities. Motorcycle driver should possess valid license and will wear protective helmet every time they will be driving in order for motorcycling coverage to respond. (for students below 18 coverage is limited to pillion riding only).
- e) Common carrier benefit coverage for accidental death whilst riding on public conveyance as a fare paying passenger, this includes boarding and alighting from any form of public conveyance.
- f) Animal bites except for mosquito/insect bites.
- g) Accidental poisoning (food & gas).
- h) Acts of Nature.
- i) Burial expense benefit-pays for burial expenses resulting from accidental death.
- j) Daily hospital allowance up to 30 days confinement due to accident & illness (excluding pre-existing conditions, HIV/AIDS, pregnancy related illness, illness of the female reproductive system).
- k) Varsity players are covered, sports related injuries shall include official sanctioned school sporting events, campus sports activities and out of campus sports activities (excluding participation in professional sports and extreme sports activities).
- l) Free coverage for faculty and staff (subject to declaration, age eligibility between 18-70 years old).

This contract shall take effect upon signing of this **CONTRACT** and issuance of **NOTICE TO PROCEED** unless sooner revoked or terminated for cause.

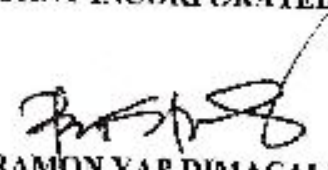
IN WITNESS whereof the parties hereto have caused this Contract of Agreement for the **Procurement of Insurance Coverage S.Y. 2013** to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**TECHNOLOGICAL UNIVERSITY
OF THE PHILIPPINES**

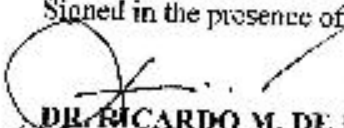
By:


DR. OLYMPIO V. CAPARAS
President

**FEDERAL PHOENIX ASSURANCE
COMPANY INCORPORATED**


MR. RAMON YAP DIMACALI
President

Signed in the presence of:


DR. RICARDO M. DE LUMEN
Vice President for
Administration and Finance


ROGER L. TAPIA
Authorized Representative

FUNDS AVAILABLE: *Insurance fee collected during enrollment*


MR. CATALINA

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Manila, LAS PINAS CITY

BEFORE ME, a Notary Public for and in the City of Manila, on this SEP 06 2013 day of LAS PINAS CITY 2013.

Name	TIN No.	Date/Place Issued
DR. OLYMPIO V. CAPARAS	107-820-499	Manila
MIR. RAMON YAP DIMACALI	<u>129-468-806</u>	<u>MANILA</u>

Known to me and to the same persons who executed the foregoing contract consisting of THREE (3) pages including this page and they acknowledge to me that the same are their own free and voluntary act and deed as well as that of the agencies herein presented.

In witness whereof, these presents are signed at the City of Manila, Philippines, on this ___ day of ___ 2013.

[Handwritten signature]

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Book No. 79
Series of 2013

W
PABLO U. DOMINGO JR.
NOTARY PUBLIC UNTIL DEC. 31, 2014
254 ALVARADO ZARATE RD. PANPLONA 2ND
MOBILE NO. 091709955730/12-PANIG
OFFICE NO. 40441707114/13-LPI
IRP LIFETIME NO. 06500 NOLL NO. 52654
CONTACT NO. 4878642/09187293128

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