

**CONTRACT FOR THE PROCUREMENT OF ONE (1) LOT SUPPLY
AND DELIVERY OF STEEL OPEN SHELVES (STEEL RACK)
FOR PRO NCR
(PRO NCR ITB NO. 05, S-2019 STEELRACK)**

THIS CONTRACT made on the ____ day of _____, 2019, 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. 10606, 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 herein by its Vice President, **GILDA SALVACION A. DIAZ**, hereinafter called “**PHILHEALTH**”;

and

PROGRESS HOME & OFFICE FURNISHINGS, a business name registered with the Securities and Exchange Commission with Reg. No. CS093-000320 issued on 11 September 2014 and existing under the laws of the Republic of the Philippines, with business address at 73 Panay Ave., Brgy. Paligsahan, Quezon City, represented herein by its Project Sales Representative, **DELMER B. EBUEZA**, hereinafter called “**PROGRESS HOME & OFFICE FURNISHINGS**”;

WITNESSETH:

WHEREAS, **PHILHEALTH** invited Bids for the **PROCUREMENT OF ONE (1) LOT SUPPLY AND DELIVERY OF STEEL OPEN SHELVES (STEEL RACK) FOR PRO NCR** and has accepted the Bid of **PROGRESS HOME & OFFICE FURNISHINGS** for the supply of subject goods in the sum of **ONE MILLION ONE HUNDRED SIXTY THOUSAND THREE HUNDRED FORTY PESOS (Php1,160,340.00)** only, hereinafter called “**the Contract Price**”.

NOW, THEREFORE, for in consideration of the foregoing premises, the parties hereto have agreed as they hereby agree and bind themselves as follows:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of the Contract hereunder referred to.
2. The following documents shall be deemed to form and be read and construed as part of this contract, viz:
 - a) The Financial Proposal submitted by **PROGRESS HOME & OFFICE FURNISHINGS** (Annex A)
 - b) The Schedule of Requirements submitted by **PROGRESS HOME & OFFICE FURNISHINGS** (Annex B)
 - c) The Technical Specifications submitted by **PROGRESS HOME & OFFICE FURNISHINGS** (Annex C)
 - d) The General Conditions of the Contract (Annex D)
 - e) The Special Conditions of the Contract (Annex E)
 - f) The Supplemental Bid Bulletin (Annex F)
 - g) The BAC Resolution No. 40, s-2019 (Annex G)
 - h) The Notice of Award (Annex H)
 - i) The Performance Security (Annex I)
 - j) The SEC Registration (Annex J)

3. In consideration of the payments to be made by **PHILHEALTH to PROGRESS HOME & OFFICE FURNISHINGS**, as hereinafter mentioned, **PROGRESS HOME & OFFICE FURNISHINGS** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

4. **PHILHEALTH** hereby covenants to pay **PROGRESS HOME & OFFICE FURNISHINGS** in consideration of the provision of the goods and services, the Contract Price or such other sum as may become payable at the time and in the manner prescribed by this Contract.

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. **PROGRESS HOME & OFFICE FURNISHINGS** hereby covenants to deliver in favor of **PHILHEALTH** the goods stated in the Schedule of Requirements (Annex B) and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract.

7. Upon submission by **PROGRESS HOME & OFFICE FURNISHINGS** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements, **PHILHEALTH** shall pay the sum of **ONE MILLION ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED THIRTY SIX PESOS AND 60/100** (Php1,148,736.60) only, which is **ninety nine percent (99%)** of the total contract price, within thirty (30) working days after complete delivery and acceptance by **PHILHEALTH**.

PHILHEALTH shall hold the **one percent (1%)** of the total contract price as retention money or as obligation for "Warranty" in an amount equivalent to **ELEVEN THOUSAND SIX HUNDRED THREE PESOS AND 40/100 (Php11,603.40)** only. Said amount shall only be requested for release after **eighteen (18) months** from the final delivery and issuance of the final Certificate of Acceptance. Provided, however, that the goods supplied and all the conditions imposed under the contract have been fully met. Provided further, that **PROGRESS HOME & OFFICE FURNISHINGS** may opt to post a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said special bank guarantee must have a validity period of **eighteen (18) months** covering the whole duration of the warranty period.

8. 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 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 a conflict of interest.

9. 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.

The parties hereby certify that they have read or caused to be read to them each and every provision of the foregoing Contract and that they had fully understood the same.

IN WITNESS WHEREOF, the parties here to have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

PHILHEALTH REGIONAL OFFICE –
NATIONAL CAPITAL REGION


GILDA SALVACION A. DIAZ
Vice President
PhilHealth Regional Office NCR

PROGRESS HOME & OFFICE
FURNISHINGS


DELMER B. EBUEZA
Project Sales Representative

Recommending Approval:


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

Signed in the Presence of:


WILLIE M. BUMACOD
OIC, Fund Management Section
PhilHealth Regional Office NCR
CAF # 2019-08-010


RONIE I. TENG
PROGRESS HOME & OFFICE
FURNISHINGS

ACKNOWLEDGMENT

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

AUG 30 2019

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

Identification Card and Number	Date /Place of Issue
GILDA SALVACION A. DIAZ PhilHealth Regional Office NCR	OSCA ID Control No. 05011-P November 25, 2016 Quezon City
DELMER B. EBUEZA PROGRESS HOME & OFFICE FURNISHINGS	SSS ID 06-2519445-6

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. 442
Page No. 00
Book No. LXXXI
Series of 2019 _____


ATTY. TOMAS B. BAGA, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
ADM. NO. NP-013 (2018-2019)
ATTYS. ROLL NO. 13003
IBP NO. 058254, 01/03/19
PTR NO. 8827969 / 1-3-19 N. COT.
MCLE NO. IV-0026098
RGH BLDG. TIMOG COR. PANAY AVE. QC