

**CONTRACT FOR THE PROCUREMENT OF FURNITURE & FIXTURES
(37 UNITS CLERICAL TABLE FOR SG 17 & BELOW, 1 UNIT 6-10
SEATER CONFERENCE TABLE, 1 UNIT SENIOR EXECUTIVE CHAIR
AND 21 UNITS 5 SEATER GANG CHAIRS)**

This AGREEMENT made on the _____ day of _____, 2020, in the City of Davao, Province of Davao del Sur, by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION REGIONAL OFFICE XI - DAVAO CITY, a government owned and controlled corporation created and existing by virtue of Republic Act 7875 as amended by R.A 9241 and R.A 10606, or the "National Health Insurance Act of 2013" through its Regional Office XI-Davao City, with office address at Valgosons Building, Bolton Extension, Davao City, represented herein by its **REGIONAL VICE PRESIDENT, EDUARDO S. GONZALEZ, M.D.**, (hereinafter called "PHILHEALTH");

-and-

PROGRESS HOME AND OFFICE FURNISHINGS, a corporation, organized and registered with the Securities and Exchange Commission (SEC) with Registration No. C5093-000320, issued on July 31, 2009 and existing under the laws of the Republic of the Philippines, with business address at VLC Building Quimpo Boulevard corner Ecowest Drive, Ecoland, Davao City, represented herein by its **PROJECT SALES EXECUTIVE, ANTHONY A. JALOP**, (hereinafter referred to as the "**SUPPLIER**");

WHEREAS, PHILHEALTH conducted a public bidding for the **PROCUREMENT OF FURNITURE & FIXTURES FOR PHILHEALTH REGIONAL OFFICE XI** under ITB No. 2020-006 and the contract was awarded to **PROGRESS HOME AND OFFICE FURNISHINGS** for the supply of those goods in the sum of **NINE HUNDRED TWENTY FOUR THOUSAND TWO HUNDRED FIFTY EIGHT & 76/100 PESOS (P 924,258.76) ONLY**, (hereinafter called "**THE CONTRACT PRICE**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as respectively assigned to them in the Conditions of the Contract;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Terms of Reference (**Annex "A"**);
 - (b) BAC-TWG Report of Evaluation No. 20-08-02 (**Annex "B"**);
 - (c) BAC Resolution No. 2020-017, s. 2020 (**Annex "C"**);
 - (d) Notice of Award No. 2020-007 (**Annex "D"**);
 - (e) Purchase Order Number 20-09-165 (**Annex "E"**);
 - (f) **PROGRESS HOME AND OFFICE FURNISHINGS** Technical & Financial Proposal (**Annex "F"**);
3. In consideration of the payments to be made by **PHILHEALTH** to **PROGRESS HOME AND OFFICE FURNISHINGS** the latter hereby covenants with the former to deliver goods, and remedy defects therein, if any, in conformity with the provisions of the Contract;
4. **PHILHEALTH** hereby covenants to pay **PROGRESS HOME AND OFFICE FURNISHINGS** in consideration of the provision of the goods, the contract

ANTHONY A. JALOP

PROJECT Sales Executive

Progress Home & Office Furnishings

EDUARDO S. GONZALEZ, M.D.

Regional Vice President

Philhealth Regional Office XI

Witness for Progress Home


Witness for Philhealth


Witness for Philhealth

price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed in the contract;

5. The contract price covers the costs of all deliverable items and services and inclusive of all applicable taxes and duties in the Philippines, such as the 12% Value-Added-Tax (VAT), customs duties, licenses fees, freight, insurance, costs of importation, transportation and delivery at the time, the locations specified and other charges which may be imposed on the products by foreign and local authorities but excluding any special handling or hosting charges which may be incurred at **PHILHEALTH**'s site and also for its account;
6. The **SUPPLIER** hereby covenants to deliver in favor of **PHILHEALTH** the subject goods, in accordance with the technical specifications as stated in the attached annexes of this contract;
7. Within thirty (30) Calendar Days after complete delivery to and acceptance by **PHILHEALTH, PROGRESS HOME AND OFFICE FURNISHINGS** shall submit the Statement or Billing of Account and other documentary requirements as may be required by the former as condition for payment. **PHILHEALTH** shall thereafter pay the sum of **NINE HUNDRED TWENTY FOUR THOUSAND TWO HUNDRED FIFTY EIGHT & 76/100 PESOS (P 924,258.76) ONLY**, which comprises 86.67% of the ABC, *subject to the 1% retention as Warranty Security in accordance with Section 62 of the Revised Implementing Rules and Regulations (RIRR) of Republic Act (R.A) 9184. The Warranty Security shall only be released after the lapse 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. Specifically stated, "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. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by Republic Act 9184 and its IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation, otherwise the same shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004";
10. 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 R.A. 9184, shall form an integral part of the contract between the PARTIES hereto;
11. 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 have fully understood the same.

IN WITNESS whereof, the parties hereto 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.


ANTHONY A. JALOP
Project Sales Executive
Progress Home & Office Furnishing


EDUARDO S. GONZALEZ, M.D.
Regional Vice President
Philhealth Regional Office XI

Witness for Progress Home

Witness for Philhealth

Witness for Philhealth

PHIL. HEALTH INSURANCE CORPORATION

**PROGRESS HOME AND
OFFICE FURNISHINGS**

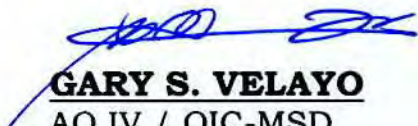
By:

By:


EDUARDO S. GONZALEZ, M.D.
Regional Vice President


ANTHONY A. JALOP
Project Sales/Executive

Signed in the presence of:


GARY S. VELAYO
AO IV / OIC-MSD


CHERYL F. ARACAN
FC IV / OIC-AdmSS

REPUBLIC OF THE PHILIPPINES)
CITY OF DAVAO) S.S
X-----/

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of Davao, Philippines, this _____, 2020 appeared **EDUARDO S. GONZALEZ, M.D.**, Regional Vice President of Philippine Health Insurance Corporation Regional Office XI, exhibiting his **EMPLOYEE ID NO. 10085400** as competent proof of identity, known to me and to me known to be the same person who executed the foregoing instrument, and he acknowledged to me that the same is his free and voluntary act and deed.

This Instrument consists of 4 pages including the page hereof whereon this Acknowledgement is written, is signed by the parties and the witnesses.

IN TESTIMONY WHEREOF, I have hereunto signed and affixed my notarial seal on the date and the place first above written.

Doc. No. 497;
Page No. 101;
Book No. XIV;
Series of 2020

ATTY. ALNESSA THEA V. REPOLLO-UY, REB



Notary Public for Davao City
Serial No. 2019-195-2020 until December 31, 2020
Roll of Attorneys No. 61854
PTR No. 359369/12.20.2019 (for 2020) / Davao City
IBP No. 107541 / 01.10.2020 / IBP Pasig City
MCLE Compliance No. VI-0024130
BIRTIN 226-716-202-000
ATRU LAW, REALTY AND ACCOUNTING OFFICE
Mezzanine Floor, Veterans Bank Bldg.,
C.M. Recto Street, Davao City

REPUBLIC OF THE PHILIPPINES)
CITY OF DAVAO) S.S
X-----/

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of Davao, Philippines, this _____, 2020 appeared **ANTHONY A. JALOP**, Project Sales Executive of Progress Home & Office Furnishings, Inc., exhibiting his **B.I.R T.I.N.** _____ as competent proof of identity, known to me and to me known to be the same person who executed the foregoing instrument, and he acknowledged to me that the same is his free and voluntary act and deed.

This Instrument consists of 4 pages including the page hereof whereon this Acknowledgement is written, is signed by the parties and the witnesses.

IN TESTIMONY WHEREOF, I have hereunto signed and affixed my notarial seal on the date and the place first above written.

Doc. No. 90;
Page No. 21;
Book No. LXX;
Series of 2020

KAREN CATE I. PINTO

Notary Public
Until December 31, 2021
Roll of Attorneys No. 43441
Notarial Commission No. 2020-100-2021
PTR OR. No. 36244146-12/19/2019 Davao City
IBP OR. No. 107541/01/10/2020 Davao City
MCLE No. VI-0001775-06/07/2018
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