

**CONTRACT ON THE BIDDING FOR THE  
PROCUREMENT OF ONE (1) LOT COLLAPSIBLE MODULAR PARTITIONS  
(IB No. CMP 2021-007-CF)**

MAY 17 2022

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_ 2022, in the City of ~~PASIG CITY~~ Metro Manila, by and between:

**PHILIPPINE HEALTH INSURANCE CORPORATION (PHILHEALTH)**, a government owned and controlled corporation duly created by virtue of R.A. 7875, as amended by R.A 9241 and R.A. No. 10606 or the “National Health Insurance Act of 2013”, with principal office address at 17th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City. PHILHEALTH is represented in this Agreement by its President and Chief Executive Officer (CEO), **ATTY. DANTE A. GIERRAN, CPA** who is authorized to sign this agreement under Corporate Order No. 2018-0026 on the New Delegation and Signing Authority (DSA) in the Head Office and Regional Offices, copy attached hereto as Annex “A”;

-and-

**DESIGN AND FUNCTION, INC.**, a stock corporation, organized and registered with the Securities and Exchange Commission and existing under the laws of the Republic of the Philippines, with business address at 26/F 2609 Prestige Tower Condominium F. Ortigas Jr. Ortigas Center, San Antonio, Pasig City, represented herein by its Authorized Representative, **TERESA M. ROSELADA**, (hereinafter called “**DESIGN AND FUNCTION**”), duly authorized for this purpose as evidenced by **DESIGN AND FUNCTION**’s Secretary’s Certificate, copy attached hereto as Annex “B”;

**WHEREAS**, **PHILHEALTH** invited Bids on the Bidding for the **Procurement of One (1) Lot Collapsible Modular Partitions** and has accepted a Bid by **DESIGN AND FUNCTION** for the supply of Collapsible Modular Partitions in the sum of, **Two Hundred Forty Seven Thousand Nine Hundred Sixty Pesos (PhP247,960.00)** (hereinafter called “**the Contract Price**”),

On October 11, 2021, PhilHealth caused the posting of an Invitation to Bid for the Procurement of One (1) Lot Collapsible Modular Partitions with an Approved Budget of the Contract (ABC) in the amount of Three Hundred Ninety One Thousand Seventy Seven Pesos and Ninety Centavos (PhP391,077.90) in accordance with its 2021 Annual Procurement Plan.

One (1) bidder submitted their bids on or before November 03, 2021. After opening the bids, **DESIGN AND FUNCTION** was declared eligible having submitted the Single Calculated Bid (SCB).

PhilHealth subjected to post-qualification and after such proceedings, **DESIGN AND FUNCTION**’s bid in the amount of **Two Hundred Forty Seven Thousand Nine Hundred Sixty Pesos (PhP247,960.00)** was found to be the Single Calculated and Responsive Bid.

PhilHealth subsequently issued the Notice of Award to **DESIGN AND FUNCTION** which the latter accepted on December 29, 2021.

**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) Corporate Order No. 2018-0026 (**Annex "A"**);
- (b) **DESIGN AND FUNCTION**'s Secretary's Certificate (**Annex "B"**);
- (c) Philippine Bidding Documents (PBDs);
  - (i) **DESIGN AND FUNCTION**'s Schedule of Requirements (**Annex "C"**);
  - (ii) **DESIGN AND FUNCTION**'s Technical Proposal and its Appendices (**Annex "D"**);
  - (iii) General Conditions of the Contract (GCC) (**Annex "E"**);
  - (iv) Special Conditions of the Contract (SCC) (**Annex "F"**);
  - (v) Bid Bulletin No. 01 (**Annex "G"**);
- (d) **DESIGN AND FUNCTION**'s Bid;
  - (i) PhilGEPS Registration Certificate (**Annex "H"**);
  - (ii) Statement of all Ongoing Government and Private Contracts, including contracts awarded but not yet started (**Annex "I"**);
  - (iii) Statement of Single Largest Completed Contract (SLCC) (**Annex "J"**);
  - (iv) Bid Security/Bid Securing Declaration (**Annex "K"**);
  - (v) Omnibus Sworn Statement (**Annex "L"**);
  - (vi) Audited Financial Statements (**Annex "M"**);
  - (vii) Net Financial Capacity (NFCC) or Line of Credit (**Annex "N"**);
  - (viii) Joint Venture Agreement (JVA) (**Annex "O"**);
  - (ix) Financial Bid Form (**Annex "P"**);
- (e) Performance Security (**Annex "Q"**);
- (f) Notice of Award (**Annex "R"**);
- (g) BAC-C Resolution No. 36, s. 2021 (**Annex "S"**);
- (h) **DESIGN AND FUNCTION**'s Additional Post-Qualification Documents; and
  - (i) Bureau of Internal Revenue (BIR) Value Added Tax Registration Form and Payment Form (BIR Form no. 2303 and 0605) (**Annex "T"**);
  - (ii) Annual Income tax Return (ITR) for CY2020 (**Annex "U"**);
  - (iii) Business Tax Return (**Annex "V"**); and
  - (iv) Proof of Payment of PhilHealth Premium Contribution (**Annex "W"**).
- (i) Other contract document that may be required by existing laws and/or the **PHILHEALTH** in the PBDs. **DESIGN AND FUNCTION** agrees that the additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **Two Hundred Forty Seven Thousand Nine Hundred Sixty Pesos (PhP247,960.00)**, **DESIGN AND FUNCTION** agrees to provide the **Collapsible Modular Partitions** and services and to remedy defects therein within the warranty period in accordance with its Bid.

4. **PHILHEALTH** agrees to pay **DESIGN AND FUNCTION** the above-mentioned sum in accordance with the terms of the Bidding.

5. **DESIGN AND FUNCTION** holds **PHILHEALTH** free and harmless from any claim, obligation or liability that may be caused to any third party that may be injured or harmed due to the willful, unlawful or negligent act or omission of **DESIGN AND FUNCTION** or any of its personnel or representative, without prejudice to any other

legal action that **PHILHEALTH** may have against **DESIGN AND FUNCTION** for, in relation to the implementation of the Contract.

6. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out of or relating to the Contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote Arbitration or to seek judicial relief, **PHILHEALTH** and **DESIGN AND FUNCTION** agree that any legal action, suit or proceeding arising out of or relating to the Contract should be instituted in a court of jurisdiction where the principal office of **PHILHEALTH** is located.

7. Attorney's Fee - In the event that **PHILHEALTH** is compelled to commence arbitration or to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the cost of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.
8. EFFECTIVITY CLAUSE. This Agreement shall take effect upon signing thereof by the Parties and **DESIGN AND FUNCTION** shall commence performance of its obligations upon the issuance by **PHILHEALTH** of a Notice to Proceed.

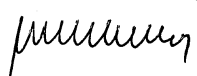
**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**PHILIPPINE HEALTH INSURANCE  
CORPORATION**

**DESIGN AND FUNCTION, INC.**



**ATTY. DANTE A. GIERRAN, CPA**  
President and Chief Executive Officer



**TERESA M. ROSELADA**  
Authorized Representative

**Recommending Approval:**

**LOLITA V. TULIAO, CESO V**  
Senior Manager,  
Physical Resources & Infrastructure Department (PRID)

**Signed in the presence of:**

\_\_\_\_\_  
**Witness**  
**PhilHealth**

\_\_\_\_\_  
**Witness**  
**Design and Function, Inc.**

ACKNOWLEDGEMENT

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

MAY 17, 2022

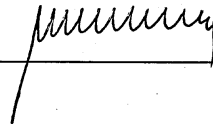
BEFORE ME, this \_\_\_ day of \_\_\_\_\_ 2022, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

ATTY. DANTE A. GIERRAN, CPA  
Philippine Health Insurance Corporation

TERESA M. ROSELADA  
Design and Function, Inc.

PHILHEALTH COMPANY ID NO. 20647220

SSS ID # 33-0890922-4



Known to me to be the same persons who executed the foregoing Contract on the Bidding for the Procurement of One (1) Lot Collapsible Modular Partitions consisting of one hundred sixty five (165) 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. 133  
Page No. 28  
Book No. 1A  
Series of 2022

JOSE MA. JASON J. FRANCISCO  
Appointment No. 136 (2019-2020)  
Notary Public for Pasig City  
Until June 30, 2022 (B.M. No. 3795)  
Weremote, 2/F Bldg. C, Metrowalk  
Meralco Ave., Brgy. Ugong, Pasig City  
Roll No. 62594, 04/29/2013  
PTR No. 8121727- 01/03/2022; Pasig City  
IBP Lifetime No. 013055; 01/05/2015  
MCLE No. VI-0018262; 02/06/2019