

**CONTRACT ON THE BIDDING FOR THE  
PROCUREMENT OF ONE (1) LOT MOBILE STORAGE COMPACTOR  
(IB No. MSC 2021-013-AC)**

AUG 31 2022

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_ 2022, in the City of QUEZON 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, Citystate Centre Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City. PHILHEALTH is represented in this Agreement by its Officer-in-Charge, Office of the President and Chief Executive Officer (CEO), **ATTY. ELI DINO D. SANTOS** who is authorized to sign this agreement under PhilHealth Secretary's Certificate, copy attached hereto as Annex "A";

-and-

**PROGRESS HOME AND OFFICE FURNISHINGS**, 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 73 Panay Avenue, Brgy. Paligsahan, Quezon City, represented herein by its duly authorized and designated representative, **DELMER B. EBUEZA**, (hereinafter called "**PROGRESS HOME**"), duly authorized for this purpose as evidenced by **PROGRESS HOME** Secretary's Certificate, copy attached hereto as Annex "B".

**WHEREAS, PHILHEALTH** invited Bids for certain goods and ancillary services particularly on the **Procurement of One (1) Lot Mobile Storage Compactor** and has accepted a Bid by **PROGRESS HOME** for the supply of **seven (7) units Mobile Storage Compactor** in the sum of, **One Million Eight Hundred Ninety One Thousand Six Hundred Ten Pesos (Php1,891,610.00)** (hereinafter called "**the Contract Price**").

On October 27, 2021, PhilHealth caused the posting of an Invitation to Bid for the Procurement of One (1) Lot Mobile Storage Compactor with an Approved Budget of the Contract (ABC) in the amount of Two Million One Hundred Seventy Thousand Pesos (Php2,170,000.00) in accordance with its 2021 Annual Procurement Plan.

Two (2) bidders submitted their bids on or before November 16, 2021. After opening the bids, **PROGRESS HOME** was declared eligible having submitted the Second Lowest Calculated Bid (2<sup>nd</sup> LCB).

PhilHealth subjected to post-qualification and after such proceedings, **PROGRESS HOME's** bid in the amount of **One Million Eight Hundred Ninety One Thousand Six Hundred Ten Pesos (Php1,891,610.00)** was found to be the Lowest Calculated and Responsive Bid.

PhilHealth subsequently issued the Notice of Award to **PROGRESS HOME** which the latter accepted on May 17, 2022.

**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.

ATTY. ELI DINO D. SANTOS  
Officer-in-Charge, Office of the President and CEO  
PhilHealth

DELMER B. EBUEZA  
Authorized Representative

LOLITA V. TULIAO, CESO V  
Senior Manager  
Physical Resources and Infrastructure Department

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PROGRESS HOME AND OFFICE  
FURNISHINGS


WITNESS  
PHILHEALTH


2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:


- (a) **PhilHealth's Secretary's Certificate (Annex "A");**
- (b) **PROGRESS HOME's Secretary's Certificate (Annex "B");**
- (c) Philippine Bidding Documents (PBDs);
  - (i) **PROGRESS HOME's Schedule of Requirements (Annex "C");**
  - (ii) **PROGRESS HOME'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) **PROGRESS HOME's Bid;**
  - (i) PhilGEPS Registration Certificate **(Annex "H");**
  - (ii) SEC Registration **(Annex "I");**
  - (iii) Business Permit **(Annex "J");**
  - (iv) Tax Clearance **(Annex "K");**
  - (v) Statement of all Ongoing Government and Private Contracts, including contracts awarded but not yet started **(Annex "L");**
  - (vi) Statement of Single Largest Completed Contract (SLCC) **(Annex "M");**
  - (vii) Bid Security/Bid Securing Declaration **(Annex "N");**
  - (viii) Omnibus Sworn Statement **(Annex "O");**
  - (ix) Audited Financial Statements **(Annex "P");**
  - (x) Joint Venture Agreement (JVA) **(Annex "Q");**
  - (xi) Net Financial Capacity (NFCC) or Line of Credit **(Annex "R");**
  - (xii) Financial Bid Form **(Annex "S");**
- (e) Performance Security **(Annex "T");**
- (f) Notice of Award **(Annex "U");**
- (g) BAC-A Resolution No. 52, s. 2021 **(Annex "V");**
- (h) **PROGRESS HOME's Additional Post-Qualification Documents;**
  - (i) Bureau of Internal Revenue (BIR) Value Added Tax Registration Form and Payment Form (BIR Form no. 2303 and 0605) **(Annex "W");**
  - (ii) Annual Income tax Return (ITR) for CY2020 **(Annex "X");**
  - (iii) Quarterly Income Tax Return (BIR Form No. 1702Q) and Monthly Value Added Tax Declaration (BIR Form No. 2550-M) **(Annex "X");** and
  - (iv) Proof of Payment of PhilHealth Premium Contribution **(Annex "Z").**
- (i) Other contract document that may be required by existing laws and/or **PhilHealth** in the PBDs. **PROGRESS HOME** agrees that the additional contract documents or information prescribed by the GPPB that are subsequently required or submission after the execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

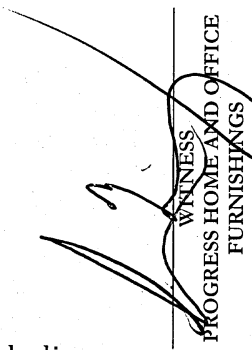
3. In consideration for the sum of **One Million Eight Hundred Ninety One Thousand Six Hundred Ten Pesos (PhP1,891,610.00)** or such other sums as may be ascertained, **PROGRESS HOME** agrees to provide the goods and services and to remedy defects therein within the warranty period in accordance with its Bid.

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

  
AT/VELI DINO D. SANTOS  
Office of the President and CEO  
PhilHealth

  
DELMER B. EBUEZA  
Authorized Representative

  
LOLITA V. TULIAO, CESO V  
Senior Manager  
Physical Resources and Infrastructure Department

  
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FURNISHINGS

  
WITNESS  
PHILHEALTH

5. **PROGRESS HOME** 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 **PROGRESS HOME** or any of its personnel or representative, without prejudice to any other legal action that **PHILHEALTH** may have against **PROGRESS HOME** 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 dispute that is not settled amicably 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 **PROGRESS HOME** agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court where the principal office of **PHILHEALTH** is situated, to the exclusion of other courts of equal jurisdiction.

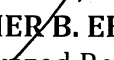
7. Attorney's Fee - In the event that **PHILHEALTH** is compelled to commence arbitration or to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the 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 **PROGRESS HOME** 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**

  
**ATTY. ELI DINO D. SANTOS**  
Officer-in-Charge,  
Office of the President and Chief Executive Officer

**PROGRESS HOME AND OFFICE  
FURNISHINGS**

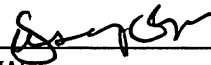
  
**DELMER B. EBUEZA**  
Authorized Representative

**Recommending Approval:**

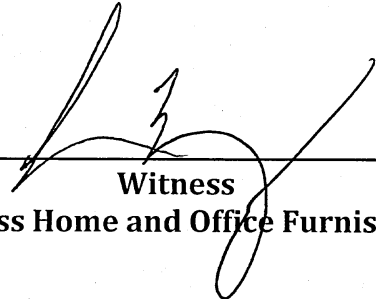


**LOLITA V. TULIAO, CESO V**  
Senior Manager,  
Physical Resources and Infrastructure Department (PRID)

**Signed in the presence of:**



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



\_\_\_\_\_  
Witness  
Progress Home and Office Furnishings

**ACKNOWLEDGEMENT**

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

**BEFORE ME**, this \_\_\_ day of AUG 31 2022 2022, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

**ATTY. ELI DINO D. SANTOS**  
Philippine Health Insurance Corporation

PHILHEALTH COMPANY ID NO. 10183407


**DELMER B. EBUEZA**  
Progress Home and Office Furnishings

SSS ID No. 06-251-9445-6

Known to me to be the same persons who executed the foregoing Contract on the Bidding for the Procurement of One (1) Lot Mobile Storage Compactor consisting of two hundred eighty (278) 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.

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Page No. 14  
Book No. V  
Series of 2022

  
**MA. CECILIA LAUCHENGO-REBOLLIDO**  
ADM. Matter No. ~~NP-009~~  
Notary Public for Quezon City  
Valid until December 31, 2022  
Unit 312 PASDA MANSIONS  
NO. 77 PANAY AVENUE, QUEZON CITY  
Telephone # 70899855  
PTR No. 2510037/01-21-22/QC  
IBP No. 200280/01-25-22/QC  
Rol# No. 43697  
MCE Comp. No. VI-0018286/02-02-19/Pasig