

**CONTRACT ON THE BIDDING FOR THE
SUPPLY AND INSTALLATION OF ROLL-UP SUNSCREEN WITH COMPLETE
ACCESSORIES**

(IB No. RUS 2021-002-BE)

MAY 23 2022

THIS AGREEMENT made and entered into this _____ day of _____ 2022, in the City of **MAKATI 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-

RGSA CARPETS & INTERIOR PRODUCTS, 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 Block 19 Lot 34, Kalayaan Village, Pasay City, represented herein by its Authorized and Designated Representative, (hereinafter called "**RGSA**"), duly authorized for this purpose as evidenced by RGSA Secretary's Certificate, copy attached hereto as Annex "B".

WHEREAS, PHILHEALTH invited Bids for certain goods and ancillary services particularly on the **Bidding for the Supply and Installation of Roll-Up Sunscreen (Blinds) with Complete Accessories** and has accepted a Bid by **RGSA** for the supply of those Roll-Up Sunscreen (Blinds) with Complete Accessories in the sum of, **SIX HUNDRED THIRTY SIX THOUSAND THREE HUNDRED NINETY THREE PESOS AND SIXTY NINE CENTAVOS (PhP636,393.69)** (hereinafter called "**the Contract Price**").

On September 16, 2021, PhilHealth caused the publication of an Invitation to Bid for the Procurement of Supply and Installation of Roll-Up Sunscreen (Blinds) with Complete Accessories with an Approved Budget of the Contract (ABC) in the amount of Seven Hundred Fifty Two Thousand Seven Hundred Pesos and Twelve Centavos (PhP752,700.12) in accordance with its 2021 Annual Procurement Plan.

Five (5) bidders submitted their bids on or before October 6, 2021. After opening the bids, RGSA was declared eligible having submitted the Lowest Calculated Bid (LCB).


PhilHealth subjected to post-qualification and after such proceedings, RGSA's bid in the amount of Six Hundred Thirty Six Thousand Three Hundred Ninety Three Pesos and Sixty Nine Centavos (PhP636,393.69) was found to be the Lowest Calculated and Responsive Bid.

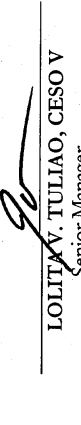
PhilHealth subsequently issued the Notice of Award to RGSA which the latter accepted on December 14, 2021.

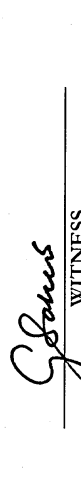
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:


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.


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


GINA A. SALCEDO
General Manager
RGSA Carpets & Interior Products, Inc.


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



WITNESS
RGSA CARPETS & INTERIOR PRODUCTS, INC.



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:

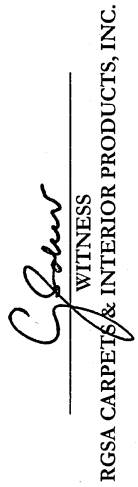
- (a) Corporate Order No. 2018-0026 (**Annex "A"**);
- (b) RGSA's Secretary's Certificate (**Annex "B"**);
- (c) Philippine Bidding Documents (PBDs);
 - (i) RGSA's Schedule of Requirements (**Annex "C"**);
 - (ii) RGSA Technical Proposal and its Appendices (**Annex "D"**);
 - (iii) General Conditions of the Contract (GCC) (**Annex "E"**);
 - (iv) Special Conditions of the Contract (SCC) (**Annex "F"**);
 - (v) Bid Bulletin No. 01 (**Annex "G"**);
- (d) RGSA's Bid;
 - (i) PhilGEPS Registration Certificate (**Annex "H"**);
 - (ii) Securities and Exchange Commission (SEC) Registration Certificate (**Annex "I"**);
 - (iii) Mayor's/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) Net Financial Capacity (NFCC) or Line of Credit (**Annex "Q"**);
 - (xi) Financial Bid Form (**Annex "R"**);
 - (xii) Joint Venture Form (**Annex "S"**);
- (e) Performance Security (**Annex "T"**);
- (f) Notice of Award (**Annex "U"**);
- (g) BAC-B Resolution No. 23, s. 2021 (**Annex "V"**);
- (h) RGSA'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 "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 "Y"**);
 - (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. **ASAHI** 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.

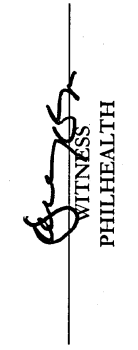
3. In consideration for the sum of **Six Hundred Thirty Six Thousand Three Hundred Ninety Three Pesos and Sixty Nine Centavos (PhP636,393.69)**, RGSA agrees to provide the Supply and Installation Roll-Up Sunscreen (Blinds) with Complete Accessories and to remedy defects therein within the warranty period in accordance with its Bid.


DANYEL A. GUERRAN, CPA
President and Chief Executive Officer
PhilHealth


GINA A. SALCEDO
General Manager
RGSA Carpets & Interior Products, Inc.


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


WITNESS
RGSA CARPETS & INTERIOR PRODUCTS, INC.


WITNESS
PHILHEALTH

4. **PHILHEALTH** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. **RGSA** 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 **RGSA** or any of its personnel or representative, without prejudice to any other legal action that **PHILHEALTH** may have against **RGSA** 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 **RGSA** 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 **RGSA** 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. DANTE A. GIERRAN, CPA
President and Chief Executive Officer

RGSA CARPETS & INTERIOR PRODUCTS, INC.



GINA A. SALCEDO
General Manager

Recommending Approval:

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

Signed in the presence of:

Witness
PhilHealth

Witness
RGSA Carpets & Interior Products, Inc.

ACKNOWLEDGEMENT

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

MAY 23 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

PHILHEALTH COMPANY ID NO. 201647820

GINA A. SALCEDO
RGSA Carpets & Interior Products, Inc.

165-627-622-000

Known to me to be the same persons who executed the foregoing Contract on the Bidding for the Procurement of Supply and Installation of Roll-Up Sunscreen (Blinds) with Complete Accessories consisting of one hundred sixty eight (168) 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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Book No. 46
Series of 2022

ATTY ROMEO M. MONFORT
Notary Public City of Makati
Extended Until June 30, 2022
Per B.M. No. 3795
PTR No. 8852509 Jan. 3, 2022 Makati City
Appointment No. M-133 (2020-2021)
IBP No. 1062634 Jan. 3, 2018
MCLE NO VI-0023417 Roll No. 27932
101 Urban Ave Campos Rueda Bldg.
Brgy Pio Del Pilar, Makti City