

**CONTRACT ON THE BIDDING FOR THE
PROCUREMENT OF ONE (1) LOT VARIOUS OFFICE TABLES
(IB No. VOT 2021-008-CA)**

THIS AGREEMENT made and entered into this MAY 02 day of 2022 2022, in the City of MANILA 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-

ASAHI DESIGN CENTRE, 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 Unit 222 Teoff Centre, Escolta Cor. 355 T. Pinpin Street, Binondo, Manila, represented herein by its Project Sales Consultant, **MARK ANTHONY CALI**, (hereinafter called "ASAHI"), duly authorized for this purpose as evidenced by Asahi 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 Various Office Tables** and has accepted a Bid by **ASAHI** for the supply of one hundred seven (107) sets Office Tables in the sum of, **ONE MILLION FOUR HUNDRED SIX THOUSAND NINE HUNDRED TWENTY PESOS (PhP1,406,920.00)** (hereinafter called "**the Contract Price**"),

On October 19, 2021, PhilHealth caused the publication of an Invitation to Bid for the procurement of Various Papers with an Approved Budget of the Contract (ABC) in the amount of Two Million Two Hundred Six Thousand Fifteen Pesos and Forty Centavos (PhP2,206,015.40) in accordance with its 2021 Annual Procurement Plan.

Five (5) bidders submitted their bids on or before November 10, 2021. After opening the bids, **ASAHI** was declared eligible having submitted the Lowest Calculated Bid (LCB).

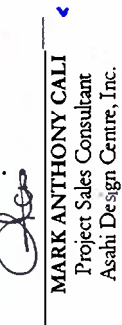
PhilHealth subjected to post-qualification and after such proceedings, **ASAHI's** bid in the amount of One Million Four Hundred Six Thousand Nine Hundred Twenty Pesos (PhP1,406,920.00) was found to be the Lowest Calculated and Responsive Bid.

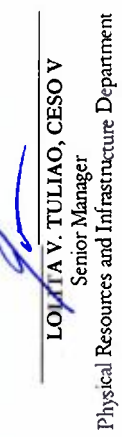
PhilHealth subsequently issued the Notice of Award to **ASAHI** which the latter accepted on December 29, 2021.

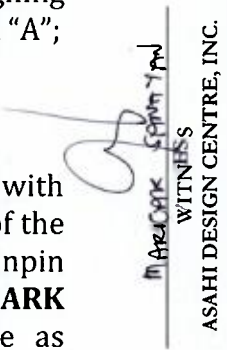
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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.


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


MARK ANTHONY CALI
Project Sales Consultant
Asahi Design Centre, Inc.


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


MARK ANTHONY CALI
Project Sales Consultant
Asahi Design Centre, Inc.
WITNESS


LOMITA V. TULIAO, CESO V
Senior Manager
Physical Resources and Infrastructure Department
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) **ASAHI's** Secretary's Certificate (**Annex "B"**);
- (c) Philippine Bidding Documents (PBDs);
 - (i) **ASAHI's** Schedule of Requirements (**Annex "C"**);
 - (ii) **ASAHI'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) **ASAHI'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) Tax Clearance (**Annex "P"**);
 - (x) Financial Bid Form (**Annex "Q"**);
- (e) Performance Security (**Annex "R"**);
- (f) Notice of Award (**Annex "S"**);
- (g) BAC-C Resolution No. 38, s. 2021 (**Annex "T"**);
- (h) **ASAHI'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 "U"**);
 - (ii) Annual Income tax Return (ITR) for CY2020 (**Annex "V"**);
 - (iii) Business Tax Return (**Annex "W"**); and
 - (iv) Proof of Payment of PhilHealth Premium Contribution (**Annex "X"**).
- (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.

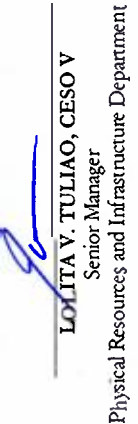
3. In consideration for the sum of **One Million Four Hundred Six Thousand Nine Hundred Twenty Pesos (PhP1,406,920.00)**, **ASAHI** agrees to provide the **Various Office Tables** and services and to remedy defects therein within the warranty period in accordance with its Bid.

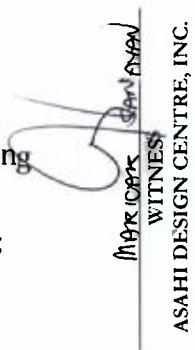
4. **PHILHEALTH** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. **ASAHI** 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 **ASAHI** or any of its personnel or


ATTY. DANTE SIERRAN, CPA
President and Chief Executive Officer
PhilHealth


MARK ANTHONY CALI
Project Sales Consultant
Asahi Design Centre, Inc.


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


MARK LOPEZ
WITNESSES
ASAHI DESIGN CENTRE, INC.


WITNESSES
PHILHEALTH

representative, without prejudice to any other legal action that **PHILHEALTH** may have against **ASAHI** 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 **ASAHI** 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 **ASAHI** 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

ASAHI DESIGN CENTRE, INC.

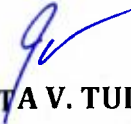


ATTY. DANTE A. GIERRAN, CPA
President and Chief Executive Officer




MARK ANTHONY CALI
Project Sales Consultant

Recommending Approval:

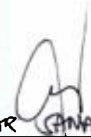


LOLITA V. TULIAO, CESO V
Senior Manager,
Physical Resources & Infrastructure Department (PRID)

Signed in the presence of:



Witness
PhilHealth


MARICAR ANAAN

Witness
Asahi Design Centre, Inc.

ACKNOWLEDGEMENT

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

BEFORE ME, this 14th day of May 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. 20647820

MARK ANTHONY CALI
Asahi Design Centre, Inc.

Known to me to be the same persons who executed the foregoing Contract on the Bidding for the Procurement of One (1) Lot Various Office Tables consisting of one hundred ninety nine (199) 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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Series of 2022


ATTY. RAFAEL CHRIS F. TESTON
NOTARY PUBLIC - MANILA
VALID UNTIL JUNE 30, 2022 P. R. NO. 3795
COMMISSION NO. 2010-070
RM. 214 TEEFF CENTRE BLDG. ESCOLTA MLA.
ROLL OF ATTORNEY NO. 36550
TIN 110-862-401-000
IBP NO. 124430 FOR 2022
PTR NO. 0144563 12 28 2021
MCLE NO. VI-0001803