

**CONTRACT ON THE BIDDING FOR THE  
PROCUREMENT OF ONE (1) LOT VARIOUS OFFICE TABLES  
(IB No. EPA VOT 2022-02-AC)**

NOV 03 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-

**LEE DESIGNS INDUSTRIES INC.**, a 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 #663 Del Monte Ave., Masambong 1, Quezon City, represented herein by its Sales Director, **PRIMO R. RODRIGO, JR.**, (hereinafter called "**LEE DESIGNS**"), duly authorized for this purpose as evidenced by **LEE DESIGNS** 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 **LEE DESIGNS** for the supply of **thirty one (31) units various office tables** in the sum of, **FIVE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED SEVENTY PESOS (PhP526,570.00)** (hereinafter called "**the Contract Price**").

**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 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) **LEE DESIGNS' Secretary's Certificate (Annex "B")**;
  - (c) Philippine Bidding Documents (PBDs);
    - (i) Schedule of Requirements (**Annex "C"**);
    - (ii) Technical Specifications (**Annex "D"**);
    - (iii) General and Special Conditions of the Contract (**Annex "E"**); and
    - (iv) Bid Bulletin No. 01 (**Annex "F"**);
  - (d) **LEE DESIGNS' Bid**; including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted (**Annex "G"**);
  - (e) Performance Security (**Annex "H"**);
  - (f) Notice of Award of Contract and the Bidder's conforme thereto (**Annex "I"**); and

(g) Other contract document that may be required by existing laws and/or the **PHILHEALTH** in the PBDs. **LEE DESIGNS** 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 (**Annex "J"**).

3. In consideration for the sum of **FIVE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED SEVENTY PESOS (PhP526,570.00)** or such other sums as may be ascertained, **LEE DESIGNS** 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.

5. **LEE DESIGNS** 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 **LEE DESIGNS** or any of its personnel or representative, without prejudice to any other legal action that **PHILHEALTH** may have against **LEE DESIGNS** 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 **LEE DESIGNS** 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 **LEE DESIGNS** 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.

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

  
PRIMO R. RODRIGO, JR.  
Sales Director  
Lee Designs Industries Inc.

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

  
WITNESS  
LEE DESIGNS INDUSTRIES INC.

  
WITNESS  
PHILHEALTH

**PHILIPPINE HEALTH INSURANCE CORPORATION**

**LEE DESIGNS INDUSTRIES INC.**



**ATTY. ELDINO D. SANTOS**  
Officer-in-Charge,  
Office of the President and CEO



**PRIMO R. RODRIGO, JR.**  
Sales Director

**Recommending Approval:**




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

**Signed in the presence of:**



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



\_\_\_\_\_  
**LEANORE LIM LEE**  
**Witness**  
**Lee Designs Industries, Inc.**

**ACKNOWLEDGEMENT**

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

BEFORE ME, this NOV 03 2022 day of \_\_\_\_\_ 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

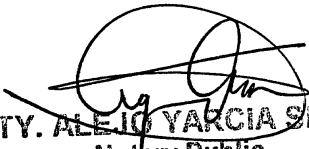
**PRIMO R. RODRIGO, JR.**  
Lee Designs Industries Inc.

DRIVER'S LICENSE#D16-95-120822

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 fifty-eight (158) 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. 362  
Page No. 73  
Book No. 41  
Series of 2022

  
**ATTY. ALEJO YARCIA SEDICO**  
Notary Public  
Until December 31, 2022  
Roll No. 36198  
PTR No. 2463256D/1-3-2022 QC  
IBP No. 174094/1-3-2022/1-3-2022 QC  
MCLE Comp No. VI-0030770/4-14-2022  
ADM Matter No. NP-239(2021-2022)  
TIN: 141-415-007  
# 4 Alley 13 Rd. 3, Proj. 6, Q.C.