

BERNARD B. GO JR.  
Lessor, Yurich Building

EMMANUEL R. LEDESMA, JR.  
Acting President and CEO

ATTY. ELIDINO D. SANTOS  
EVP&COO

WALTER R. BACAREZA  
Vice President for Northern and Central Luzon  
Concurrent Vice-President for South Luzon and NCR

- ii. Winning bidder's bid, including the Eligibility requirements, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Notice of Award of Contract; and the Bidder's conforme thereto; and

- iv. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that 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. **SUBJECT OF LEASE.** Subject of the lease are the 1<sup>st</sup> and 2<sup>nd</sup> floors of Yurich Building located in National Highway corner Tiansuy Go Road, Brgy. San Jose, Puerto Princesa City, Palawan, with total floor area of six hundred sixty (660) square meters in accordance with its Bid.

4. **TERM OF CONTRACT.** The Contract shall be for a period of five (5) years or sixty (60) months to commence on the date of the issuance of the Notice to Proceed (NTP). After expiration of the Contract and no new contract has been made or issued by the **LESSOR** or that the result of the negotiated procurement is not yet issued, if one is conducted, the Contract shall be deemed extended on a month to month basis up to such period as may be allowed by law, rules and regulations.

5. **RENEWAL.** Within **six (6) months** prior to the expiration of this Contract of Lease, the **LESSEE** may make a formal notice to the **LESSOR** of its intention to renew or extend the lease for such period as may be allowed by the law, rules and regulations and on such terms and conditions as may then be mutually agreed upon by the parties.

6. **CONTRACT PRICE AND LEASE RATE.** The lease rate is **One Hundred Seventy Two Thousand Nine Hundred and Twenty Pesos (Php 172,920.00) per month.** This is computed at **Two Hundred and Sixty Two Pesos (Php 262.00)** multiplied by **six hundred sixty (660) square meters**, the total office space required by the **LESSEE**.

The lease rate is fixed for the whole duration of this Contract. It is **inclusive of VAT** and is subject to withholding of applicable taxes to be remitted by the **LESSEE** to the BIR on or before the prescribed due dates.

7. **SECURITY DEPOSIT.** Within fifteen (15) days after the **LESSEE** has occupied the leased space, it shall pay two (2) months security deposit in the amount equivalent to two (2) months rent. No advance lease payment shall be allowed.

Upon termination of this Contract based on the grounds under Paragraph 16 hereof, the **LESSOR** shall refund the security deposit without interest minus the cost of electricity and water charges, if any.

In accordance with the applicable provision stated in Paragraph 16 of this Contract, the cost of repairs necessary for the **LESSEE** to return the leased premises to the **LESSOR** in tenantable condition shall also be deducted from the security deposit.

MARLOVEL K. RODRIGUEZ  
Witness

ATTY. JERRY F. IBAY  
Regional Vice President PRO IV-R

CATALINA R. AMATUS  
Financial Controller IV-RC

WILFRED G. HERNANDEZ  
Regional Vice President PRO IV-R



8. TERMS OF PAYMENT.

- a) The **LESSOR** shall send a Billing Statement/Statement of Account to the **LESSEE** on or before the tenth (10<sup>th</sup>) day of each month.
- b) The **LESSEE** shall pay its obligation with the **LESSOR** within thirty (30) working days from the date of receipt of the monthly Billing Statement/Statement of Account from the latter and upon full compliance to the requirements for payment and submission of other required documents in accordance with the **LESSEE's** existing accounting and auditing rules and regulations.
- c) The **LESSEE** agrees to have the payment picked up by an authorized representative or collector of the **LESSOR** at the Local Health Insurance Office Palawan's place of business.

9. **LAWS AND ORDINANCES.** The **LESSEE** shall comply and abide by ordinances applicable regarding the use of the premises, comply with the health regulations and secure permits or license for its business operations. **Provided, that all the requirements under National Building Code of the Philippines, the Revised Fire Code of the Philippines and other laws, ordinances or regulations pertaining to the building and/or the office space subject-matter of the lease contract shall be complied with by and at the cost of the LESSOR.**

10. **INSPECTION OF PREMISES.** The **LESSOR** or his representative, with proper notice to the **LESSEE** and at a reasonable hour of any working day, shall be allowed entry to the leased premises to conduct inspection for maintenance, repairs or improvements. Subsequent access to the leased premises shall be given to the authorized person/s who will undertake maintenance, repair or improvement works. The **LESSEE** shall designate the time when such works will be undertaken to avoid inconvenience or disruption to office work or activities.

11. **FEES AND REALTY TAX.** Real property taxes and assessments of the leased premises shall be at the expense and for the account of the **LESSOR**. In case of alterations and improvements undertaken by the **LESSEE**, all fees such as but not limited to building permits, occupancy permits, electrical permits, etc. shall be the responsibility and sole account of the **LESSEE**.

12. **SUBLEASE, TRANSFER OF RIGHTS.** The transfer of rights of the **LESSEE** under this Contract and/or the sublease of any part or portion of the leased premises shall not be made unless a written notice to the **LESSOR** is given and approval is secured. Any violation of this condition will be a basis for the termination of the contract.

13. **MORTGAGE AND ENCUMBRANCE.** The **LESSOR** reserves the right to mortgage the property including the leased premises or to sell the property, provided that the terms and conditions of this Contract and the rights acquired therefrom by the **LESSEE** are protected and respected in its entirety and with prior notice to the latter.

14. **VIOLATION.** A violation by one of the parties of any of the agreed terms and conditions of this Contract shall be a ground for its termination. In such event, the aggrieved party may terminate this Contract by providing sixty (60) days written notice to the other party containing the term/s and condition/s violated. However, despite the right to terminate then obtaining, the parties shall endeavor to amicably or extra-judicially settle the matter. Furthermore, if amicable or extra-judicial settlement cannot be arrived at and termination of the contract is the only solution, then the conditions set forth under Section 16 shall be applied and the procedures expressed therein shall be followed.

BERNARDO S. GO JR.  
Lessor, Yunch Building

EMMANUEL R. LEDESMA, JR.  
Acting President and CEO

ATTY. ELI DINO D. SANTOS  
EVP & COO

WALTER R. BACAREZA  
Vice President for Northern and Central Luzon  
Concurrent Vice-President for South Luzon and NCR

MARLOVELK RODRIGUEZ  
Witness

ATTY. JERRY F. IBAY  
Regional Vice-President, PRO IV-B

CATALINA R. AMATUS  
Fiscal Controller IV FMS

WILFRED G. HERNANDEZ  
CEO LHIO Palawan


15. RESPONSIBILITIES OF THE PARTIES.

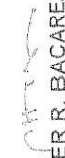
- a. The **LESSEE** shall keep the leased premises in clean, good and sanitary condition at all times.
- b. The **LESSOR** shall apply pest and rodent control on all the areas occupied by the **LESSEE** at least once every three (3) months or as the situation requires. The cost incurred in the pest and rodent control shall be shouldered by the **LESSOR**.
- c. The **LESSEE** shall be allowed to install office equipment and additional air-conditioning units when necessary and to deliver furniture, equipment and other bulky items into the leased premises without prior notice to the **LESSOR**.
- d. The **LESSEE** shall have the right to take out from the building at any time of the day, any of its office furniture, office machine, or any type of office equipment and accessories of any kind, without notice to the **LESSOR**. However, if the **LESSEE** shall take out all or substantially all of its office furniture, machines, and equipment, the **LESSEE** may only do so after giving notice to the **LESSOR**.
- e. The **LESSOR** and the **LESSEE** shall keep free from obstructions the common corridors, hallways and lobbies of the building destined as passageway for ingress to and egress from the leased premises.
- f. The **LESSEE** shall not cause the exterior façade of the building to be changed or altered in any way without prior consent of the **LESSOR**.
- g. The **LESSEE** shall see to it that the leased premises are free from annoying sound, disturbing noises, free from obnoxious odors and other nuisances, and that it can be used in a manner that will not disturb the peace and tranquility of other building occupants.
- h. No article shall be brought into and stored in the leased premises, on a more or less permanent basis, that is fire hazard or will unduly cause the occurrence of fire or explosion, such as but not limited to explosives of any kind or type, pyrotechnic articles, gasoline, flammable fluids. When this condition is violated and results in damage or destruction to the leased premises, the **LESSEE** shall be held responsible for claims from all damages and any action against it for ordinance violation.
- i. The **LESSOR** shall see to it that the leased premises are rendered in tenantable condition. In the event certain damage or destruction is caused by the occurrence of a natural event, the **LESSOR** shall undertake immediate repair or restoration of the leased premises and grant a moratorium or waiver of rental payment for the period of time needed for such repair or restoration.
- j. Any damage on the leased premises, attributable to or caused by the **LESSEE**, its employees or representatives, or otherwise, shall be immediately reported by the **LESSEE** to the **LESSOR**.

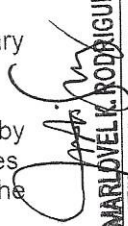
The **LESSEE** at its own expense shall undertake ordinary repairs and repair of any damage on the leased premises that is attributable to or caused by the **LESSEE**, its employees or representatives.

  
BERNABE GO JR.  
Lessor, Yurich Building

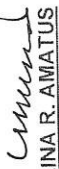
  
EMMANUEL R. LEDESMA, JR.  
Acting President and CEO

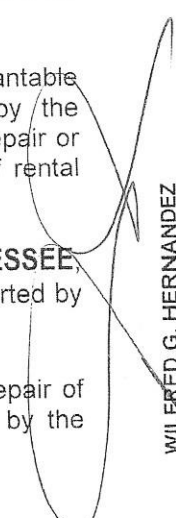
  
ATTY. ELIDINO D. SANTOS  
EVP&COO

  
WALTER R. BACAREZA  
Vice President for Northern and Central Luzon  
Concurrent Vice-President for South Luzon and NCR

  
MARLOVEL K. RODRIGUEZ  
Witness

  
ATTY. JERRY F. IBAY  
Declaral Vice President PRM/LP

  
CATALINA R. AMATUS  
NCR

  
WILFRED G. HERNANDEZ  
NCR




  
BERNADETTE B. GO JR.  
Lessor, Yurich Building

  
EMMANUEL R. LEDESMA, JR.  
Acting President and CEO

  
ATTY. ELIDINO D. SANTOS  
EVP & COO

  
WALTER R. BACAREZA  
Vice President for Northern and Central Luzon  
Concurrent Vice-President for South Luzon and NCR

- k. The **LESSOR** at its expense shall undertake major repairs and maintenance of the premises, civil, electrical, sanitary, and mechanical equipments/systems/components caused by natural or man-made calamities. In the event that the leased premises cannot be utilized during the period of repair, the **LESSOR** shall grant a moratorium or waiver of rental payment for such period.
- l. The **LESSOR** warrants that the **LESSEE** shall have peaceful possession of the premises for the whole duration of the lease except when the disturbance is caused by natural calamities or acts outside the **LESSOR's** control.
- m. As required under Executive Order (EO) 398, the **LESSOR** shall submit income and business tax returns duly stamped and received by the Bureau of Internal Revenue, before entering and during the duration of this Contract. The **LESSOR** through its responsible officer shall also certify under oath that it is free and clear of all tax liabilities to the government. The **LESSOR** shall pay taxes in full and on time and that failure to do so will entitle the **LESSEE** to suspend or terminate this Contract.

  
MARLOVEL K. RODRIGUEZ  
Witness

#### 16. TERMINATION.

- a. This Contract of Lease shall end on its terminal date should there be no renewal or extension agreed upon by the parties.
- b. It shall also be terminated due to violation or breach by any of the parties of any of the agreed terms and conditions in the Contract and amicable settlement cannot be reached by them.
- c. The same shall also be terminated when as a result of the occurrence of the events disturbing peaceful possession or due to natural calamities, the leased premises is rendered in a condition unfit for occupancy.


Upon termination of this Contract due to the foregoing reasons, the **LESSEE** shall peacefully vacate the leased premises and return the same in tenantable condition subject to the effects of ordinary wear and tear and improvements made on it.

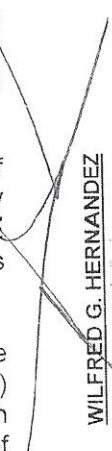
For this purpose, prior to the **LESSEE** vacating the leased premises, the **LESSEE** and the **LESSOR's** representatives shall conduct an inspection of it and agree on the nature, extent and cost of ordinary repairs and of repairs of damage on the leased premises attributable to or caused by the **LESSEE**, its employers or representatives. The repairs shall be undertaken by the **LESSOR** and the corresponding cost as agreed upon by the **LESSEE** and the **LESSOR's** representatives shall be deducted from the Security Deposit made by the **LESSEE**.

Further, the **LESSEE** shall be granted by the **LESSOR** a moving out period of ten (10) working days without rental charge. In case the **LESSOR** is the guilty party, it shall also pay damages equivalent to one-month rental to the **LESSEE** before the actual vacation of the premises, without prejudice to other remedies as provided for by law.

17. **DELAY IN VACATING THE LEASED PREMISES.** Except as provided for in the immediately preceding paragraph, if the premises is not vacated within the ten (10) day grace period allowed by the **LESSOR**, then the **LESSEE** shall be charged with the corresponding daily rentals of the premises to be effected after the expiration of the ten (10) day grace period up to the date when the premises is totally vacated. The daily rental payment in case of delay in vacating the leased premises shall be the lease rate per month / 30 days multiplied by applicable number of days.

  
ATTY. JERRY F. IBAY  
Principal Vice-President DDA IV, R

  
CATALINA R. AMATUS

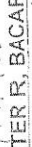
  
WILFRED G. HERNANDEZ



  
BERNADETTE GO JR.  
Lessor, Yurich Building

  
EMMANUEL R. LEDESMA, JR.  
Acting President and CEO

  
ATTY. ELIDINO D. SANTOS  
EVP & COO

  
WALTER R. BACAREZA  
Vice President for Northern and Central Luzon  
Concurrent Vice-President for South Luzon and NCR

18. **NON-WAIVER.** The failure of the LESSOR and the LESSEE to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed relinquishment or waiver of any subsequent breach or default of such terms and conditions and covenants.

19. **CONFIDENTIALITY.** The parties and all of their staff or representatives who will be involved in the implementation of this Contract shall sign a Non-Disclosure Agreement and maintain strict confidentiality on any information accessed from the PhilHealth database or provided by PhilHealth. This condition shall apply even after this Contract ends. **YURICH BUILDING** shall not disclose any proprietary or confidential information relating to PhilHealth or to this Contract without prior written consent from the latter.

20. **"NO GIFT POLICY" UNDERTAKING.** The parties undertake to comply with Office Order No. 0053-2015 entitled "*Reiteration of PhilHealth No Gift Policy (Revision 2)*" which is deemed incorporated into this Contract. No PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the public or private sector, at anytime, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.

21. **DISPUTE RESOLUTION AND VENUE FOR SUIT.** 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.

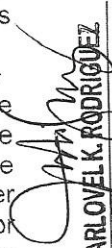
In the event that amicable settlement is not feasible, the Parties agree that any and all disputes arising out of or relating to this Contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

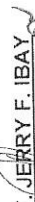
Whenever necessary to seek judicial relief as allowed by the Arbitration Law, ADR Act and Special ADR Rules, the Parties agree that such proceedings be instituted in any competent court in Pasig City, to the exclusion of other courts of equal jurisdiction.

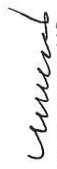
22. **ATTORNEY'S FEES.** In the event that LESSEE is compelled to commence arbitration or to seek judicial relief in accordance with the preceding section, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the Contract Price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the costs of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.


23. **SEVERABILITY CLAUSE.** All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the 2016 RIRR of RA 9184, shall form as an integral part of this Contract between the parties. In case any provision or stipulation hereof is declared invalid, null and void or contrary to law, rules and regulations, the unaffected portion shall remain valid and effective.

24. **SUPERSEDING CLAUSE.** This Contract of Lease supersedes and renders void any and all agreements undertakings, oral or written, which may have been entered into by and between the parties, the same being considered as having been merged herein. Any changes or alterations in this Contract shall be valid if made in writing and duly signed by the parties.

  
MARLOVEL K. RODRIGUEZ

  
ATTY. JERRY F. IBAY

  
CATALINA R. AMATUS

  
WILLERFO G. HERNANDEZ

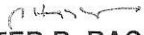
25. **DOCUMENTARY STAMP TAX (DST).** The Documentary Stamp Tax due on this Contract of Lease shall be paid by the **LESSOR** on or before its due date in accordance with Revenue Memorandum Circular No. 3-2018 and Revenue Regulation No. 4-2018 of the Bureau of Internal Revenue (BIR). Within a period of five (5) days after payment, the **LESSOR** shall furnish the **LESSEE** a copy of proof that DST had been paid.
26. **EFFECTIVITY.** This Contract shall take effect upon signing thereof by the parties and shall commence performance of its obligations upon the issuance by PHIC 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**

**YURICH BUILDING**

Recommending Approval by:

  
**WALTER R. BACAREZA**


Vice President for Northern and Central Luzon  
Concurrent Vice-President for South Luzon and NCR

  
**BERNARDO B. GO JR.**  
Lessor


  
**ATTY. ELI DINO D. SANTOS**

Executive Vice President and Chief Operating Officer

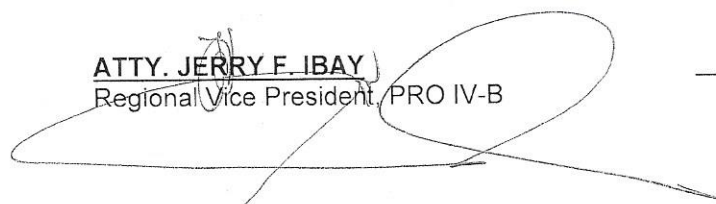
Approved by:


  
**EMMANUEL R. LEDESMA, JR.**  
Acting President and CEO

SIGNED IN THE PRESENCE OF:

  
**ATTY. JERRY F. IBAY**  
Regional Vice President, PRO IV-B

  
**MARLOVEL K. RODRIGUEZ**  
Witness  
Yurich Building

  
**WILFRED G. HERNANDEZ**  
CSIO, LHIO Palawan

  
**CATALINA R. AMATUS**  
Fiscal Controller IV, FMS  
(Certified Funds Available)

CAF 2023-01-02

### ACKNOWLEDGMENT

Republic of the Philippines}  
CITY OF PUERTO PRINCESA } S.S.

JUN 7 2023 BEFORE ME, a Notary Public for and in CITY OF PUERTO PRINCESA, Philippines, this \_\_\_\_ day of  
\_\_\_\_ 2023, personally appeared:

BERNARDO B. GO JR. \_\_\_\_\_

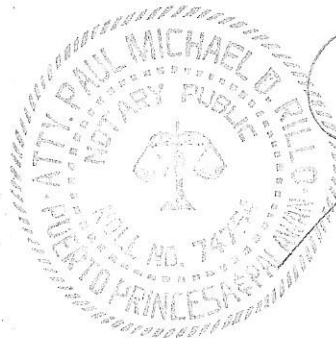
EMMANUEL R. LEDESMA, JR. \_\_\_\_\_

Known to me and to me known to be the same persons who executed the foregoing instrument on which this acknowledgment is written and acknowledged to me that the same is their true and lawful act and deed.

This Contract consists of eight (8) pages, including this page in which this Acknowledgment is written, duly signed by the parties and his instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on the date and place above-written.

Doc. No. 38  
Page No. 9  
Book No. XI  
Series of 2023.



ATTY. PAUL MICHAEL B. BILLO  
Notary Public - NPL No. 2022-012  
For the City of Puerto Princesa and the Municipalities of  
Narra, Cuyo, Maguway, and Agutaya, Palawan  
Until 31 December 2023  
Roll No. 74734

IBP No. 257231-02-JL-2023  
PTR No. 1768082-03.01.2023 - PTC  
266 Road Avenue, Puerto Princesa City