## CONTRACT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF TWENTY-SIX (26) SETS OF WORKSTATIONS 2024-015-G FOR PHILHEALTH REGIONAL OFFICE III (PRO III)

THIS CONTRACT made and entered into this JAN 2 8 2025, 2025 between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation created and existing by virtue of R.A. 7875, as amended by R.A. 9241 and R.A. 10606, otherwise known as the "National Health Insurance Act of 2013" and R.A. 11223, otherwise known as the "Universal Health Care Act", with office address at 19th Floor, City State Center Bldg., 709 Shaw Blvd., Barangay Oranbo, Pasig City, represented herein by its Acting Vice President of PhilHealth Regional Office III (PRO III) HENRY V. ALMANON, with office address at PhilHealth Bldg., No. 168 Lazatin Blvd., San Agustin, City of San Fernando, Pampanga, duly authorized to enter into this Contract, as evidenced by Corporate Order No. 2018-0026 New Delegation and Signing Authority (DSA) in the Head Office and Regional Offices dated April 10, 2018, which is attached hereto as Annex "A", hereinafter referred to as the "PHIC"

-and-

ASAHI DESIGN CENTRE INC., a private corporation duly registered, organized and existing under the laws of the Republic of the Philippines and registered with Securities and Exchange Commission (SEC) with Certificate No. CS201504540 with business address at 355 Tomas Pinpin, Binondo, Manila, Metro Manila, NCR, represented herein by its Project Sales Consultant, MARK ANTHONY O. CALI, duly authorized to enter into Contract, as evidenced by Secretary's Certificate dated December 17, 2024, which is attached hereto as Annex "B", hereinafter referred to as "SUPPLIER"

WHEREAS, the PHIC invited Bidders for the Supply, Delivery, and Installation of Twenty-Six (26) Sets of Workstations for PRO III by posting the Invitation to Bid (IB) in the PhilGEPS and PhilHealth website and in conspicuous place in PRO III Building with bulletin board reserved for posting, pursuant to Section 21. Advertising and Contents of the Invitation to Bid of RIRR of R.A. 9184;

WHEREAS, PHIC has accepted a Bid by "SUPPLIER" for the "Supply, Delivery, and Installation of Twenty-Six (26) Sets of Workstations 2024-015-G for PRO III" in the sum of EIGHT HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED PESOS ONLY (Php 841,800.00) (hereinafter called "the Contract Price").

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 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 integral part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs):
    - Schedule of Requirements;
    - Technical Specification;
    - General and Special Conditions of Contract; and
    - Supplemental or Bid Bulletins, if any

MRK ANTHONY O. CALI Project Sales Consultant

- Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. 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;
- d. Notice of Award of Contract; and the Bidder's conforme thereto; and
- e. 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. In any case of conflict arising from the interpretation or application of the provisions of this contract, the Parties shall immediately exhaust earnest efforts towards an amicable settlement of the issues, through mutual consultation and other available alternative means of dispute resolution, as a condition precedent to any legal action or proceeding arising under this Agreement shall be filed exclusively before the competent courts of Pampanga.
- 4. In consideration for the sum of EIGHT HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED PESOS ONLY (Php 841,800.00) or such other sums as may be ascertained, "SUPPLIER" agrees to the Supply, Delivery, and Installation of Twenty-Six (26) Sets of Workstations 2024-015-G for PRO III in accordance with his/her/its Bid.
- The PHIC agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

HENRY V. ALMANON

Acting Vice President, PRO III

MARK ANTHONY O. CALI

Project-Sales Consultant

Signed in the Presence of:

RUBY M VITUO

Division Chief IV

Management Services Division

MARIOAR JAM

Witness

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES	)	
City of San Fernando, Pampanga	)	S.S

BEFORE ME, a Notary Public for and in the City of Pampanga, Philippines this day of \_\_\_\_\_\_ AN 28205 \_\_\_\_\_, 2025, personally appeared the parties abovementioned and who presented to me the following forms of identification:

Name of Party	me of Party Type of ID Presented		
HENRY V. ALMANON Acting Vice President – PRO III	PhilHealth - ID	100-279-98	
MARK ANTHONY O. CALI Project Sales Consultant	S 81 - 10	02-1963809-2	

known to me to be the same persons who executed the foregoing Contract Agreement, consisting of three (3) pages including this page on which the acknowledgement is written but excluding the annexes, signed by the parties and their witness on each and every page 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.

Page No. S)
Book No. VI

Series of 2025.

Notary Public

Notary Public

Notarial Commission 28-24

Until December 31, 2025

ISP No. 485423/12-19-2024 / Pampanga
PTR No. PAM-07-47844 / 01-02-2025 / Pampanga

MCLE VIII-0003702 / 09-08-23 2nd Floor Jomafer BLDG., Dolores, City of San Fernando, Pampanga

