CONTRACT FOR THE PROCUREMENT OF SIX (6) UNITS MARKETING AD VIDEOS

APR 2 0 2015

THIS CONTRACT made on the _____ day of _____, 2015 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. 10606, otherwise known as the "National Health Insurance Act of 2013", with office address at 18th Floor, Citystate Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **EXECUTIVE VICE PRESIDENT AND CHIEF OPERATING OFFICER, RAMON F. ARISTOZA, JR.,** (hereinafter called **"PHILHEALTH"**);

-and-

TWENTY FIFTH MEDIA PRODUCTION, INC., a corporation registered with the Securities and Exchange Commission under Registration No. CS201214498 issued on 3 August 2012, and existing under the laws of the Republic of the Philippines, with business address at 2nd Floor, Left Wing, 39B, Scout Ybardolaza St., Sacred Heart, Quezon City, represented herein by its **OPERATIONS MANAGER, ADRIENNE MARIA KARYNA V. CLAVIO**, (hereinafter called **"TWENTY FIFTH MEDIA"**).

WITNESSETH: That –

WHEREAS, PHILHEALTH invited Bids for the **Procurement of Six (6) units Marketing Ad Videos (ITB No. RMAV 2014-020-GS)** and has accepted the Bid by **TWENTY FIFTH MEDIA** for the supply of those goods and services in the sum of **FOUR HUNDRED SIXTY TWO THOUSAND PESOS (PhP462,000.00) ONLY,** (hereinafter called **"the Contract Price"**).

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as they hereby agree and bind themselves as follows:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereunder referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:

   (a) the Financial Proposal submitted by **TWENTY FIFTH MEDIA PRODUCTION, INC. (Annex "A")**;
   (b) the Schedule of Requirements **(Annex "B")**;
   (c) the Technical Specifications **(Annex "C")**;
   (d) the General Conditions of Contract **(Annex "D")**;
   (e) the Special Conditions of Contract **(Annex "E")**;
   (f) the BAC-GS Resolution No. 013, s. 2015 **(Annex "F")**;
   (g) the Notice of Award **(Annex "G")**; and,
   (h) the Performance Security **(Annex "H")**.

3. In consideration of the payments to be made by **PHILHEALTH** to **TWENTY FIFTH MEDIA** as hereinafter mentioned, **TWENTY FIFTH MEDIA** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

4. **PHILHEALTH** hereby covenants to pay **TWENTY FIFTH MEDIA** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable at the time and in the manner prescribed by this Contract.

Ramon F. Aristoza, Jr.
Executive Vice President and Chief Operating Officer

Ms. Adrienne Maria Karyna V. Clavio
Operations Manager

Edgar Julio A. Asuncion
Senior Vice President/Chief Legal Executive, Legal Sector

Israel Francis A. Pargas, M.D.
OIC-Vice President, Corporate Affairs Group (CAG)

Juvy D. Balolong
Fiscal Controller IV/OIC-AICD, Comptrollership Dept.

Witness for Twenty Fifth Media Production, Inc.

Witness for Twenty Fifth Media Production, Inc.

5. The contract price covers all taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance and other charges which may be imposed on the Product by foreign and local authorities.

6. **TWENTY FIFTH MEDIA** hereby covenants to deliver in favor of **PHILHEALTH** the **Six (6) units Marketing Ad Videos** and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract.

7. Upon submission of **TWENTY FIFTH MEDIA** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements, **PHILHEALTH** shall pay the sum of **Four Hundred Fifteen Thousand and Eight Hundred Pesos (PhP415,800.00) only,** which is ninety percent (90%) of the total contract price, within fifteen (15) working days after complete delivery to and acceptance by **PHILHEALTH**.

   PHILHEALTH shall hold the **ten percent (10%) of the total contract price** as **retention money** or as obligation for **"Warranty"** in an amount equivalent to **Forty Six Thousand and Two Hundred Pesos (PhP46,200.00) only**. Said amount shall only be released after the lapse of the **one (1) year warranty period** for non-expendable supplies as required under **Section 62 (Warranty) of the Revised IRR of RA 9184**. Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met. Provided further, that **TWENTY FIFTH MEDIA** may opt to post a **special bank guarantee** equivalent to at least **ten percent (10%) of the total contract price.** The said special bank guarantee must have a validity period of **one (1) year** covering the whole duration of the **warranty period**.

8. **TWENTY FIFTH MEDIA** shall be amenable to deliver additional goods/services subject to the conditions of **REPEAT ORDER** under **Section 51 of the Revised IRR of R.A. 9184.**

9. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. No. 9184, shall form an integral part of the contract between the PARTIES hereto.

   The parties hereby certify that they have read or caused to be read to them each and every provision of the foregoing Contract and that they had fully understood the same.

   IN WITNESS WHEREOF, the parties hereto have caused this Contract 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

By:

RAMON F. ARISTOZA, JR.
Senior Vice President/
Chief Management Executive,
Management Services Sector

TWENTY FIFTH MEDIA PRODUCTION, INC.

By:

ADRIENNE MARIA KARYNA V. CLAVIO
Operations Manager

Signed in the presence of:

EDGAR JULIO S. ASUNCION
Senior Vice President/Chief Legal Executive

RYAN DIAZ
Witness for **Twenty Fifth Media**

ISRAEL FRANCIS A. PARGAS, M.D.
OIC – Vice President
Corporate Affairs Group

Witness for **Twenty Fifth Media**

JUVY D. BALOLONG
Fiscal Controller IV/OIC, AICD
Comptrollership Department

POF # 03-2015-035
CAF # 2015-04-01

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ____[illegible]____) S.S.

APR 2 0 2015

BEFORE ME, this ____ day of ___________ 2015, personally appeared the following persons exhibiting to me their respective Government-issued ID's, to wit:

	Identification Card and No.	Date/Place of Issue
RAMON F. ARISTOZA, JR. Philippine Health Insurance Corporation	PHILHEALTH CO. ID 10027198	
ADRIENNE MARIA KARYNA V. CLAVIO Twenty Fifth Media Production, Inc.	EC0804044	10 Apr 14 / DFA NCR NORTHEAST

Known to me to be the same persons who executed the foregoing Agreement consisting of thirty-five (35) 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. 415 ;
Page No. 2 ;
Book No. 97-A ;
Series of 2015.

ATTY. [illegible] ALFONSO
NOTARY PUBLIC
UNTIL December 31, 2016
PTR NO. [illegible] 2015 - QUEZON CITY
IBP NO. [illegible] 2014 - QUEZON CITY
ROLL NO. [illegible]
ADM. MATTER NO. NP 144 (2015 - 2016)
TIN NO. 177957619
MCLE EXEMPTED

MGA PAGTATAKDA-LIMITATIONS

Buong pangalan / Full name
CLAVIO, VELUZ, ADRIENNE MARIA, KARYNA

REPUBLIKA NG PILIPINAS / REPUBLIC OF THE PHILIPPINES

PASAPORTE
PASSPORT

Uri/Type: P
Kodigo ng bansa/Country code: PHL
Pasaporte blg/Passport no.: EC0804044

Apelyido/Surname: CLAVIO
Pangalan/Given names: ADRIENNE MARIA
Panggitnang apelyido/Middle name: VELUZ
Araw ng kapanganakan/Date of birth: 26 Oct 87
Nasyonalidad/Nationality: FILIPINO
Kasarian/Sex: F
Lugar ng kapanganakan/Place of birth: MANILA
Araw ng pagkakaloob/Date of issue: 10 Apr 14
Maykapangyarihang naglabas/Issuing authority: DFA NCR NORTHEAST
Araw ng pagtatapos ng bisa/Valid until: 09 Apr 19
Lagda ng may-hawak/Holder's signature

P<PHLCLAVIO<<ADRIENNE<MARIA<<<<<<<<<<<<<<<<<<
EC08040440PHL8710260F1904091<<<<<<<<<<<<<<08

Annex "H"

Bid Form

Date: 24 NOVEMBER 2014

Invitation to Bid No.: IRMAV-2014-020-48

The Chairperson
Bids and Awards Committee
PHILHEALTH

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver/perform Six (6) units Marketing Ad Videos in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS	COST per item (Inclusive of VAT)	Total Cost (Inclusive of VAT)
TOTAL (In Words) FOUR HUNDRED SIXTY TWO THOUSAND PESOS	₱ 77,000.00	₱ 462,000.00

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

Dated this 24th day of NOVEMBER 2014.

ADRIENNE MARIA KARYNA V. GLAVIO — OPERATIONS MANAGER
[signature] — *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of TWENTY FIFTH MEDIA PRODUCTION, INC.

BID VALIDITY : 120 CALENDAR DAYS FROM THE OPENING OF BID.

020.002

Office of the Secretariat
BAC Central Office

EQUIPMENT LIST

PRODUCTION	POST PRODUCTION
OUTPUT: 1080p 30fps	OUTPUT: 1080p 30fps
	Prores 422 C-LOG
CANON C100 CANON 60D CANON 7D RODE NT62 RODE VIDEO MIC PRO RING LIGHT A TOMOS NINJA 2 ZOOM H4N KENOVA SLIDER 1m BENRO FLUID HEAD TRIPOD	27" iMAC 16gb MEMORY 2TB STORAGE TANGENT ELEMENT GRADING CONSOLE 27" THUNDERBOLT MONITOR
LENSES CANON: 35 mm 10-24 mm 24-105 mm 105 mm MACRO **MEMORY CARD CLASS 10** 250gb SSD 2x64gb SDXC 3x32gb SDXC	ADOBE CS6 LICENSED VERSION PREMIER PRO AFTER EFFECTS AUDITION /PRO TOOLS/ REASON DA VINCI RESOLVE 10 MEDIA ENCODER

CONFIDENTIALITY NOTICE

This message (including any attachments) may contain confidential information. Unless you are the intended recipient, or are authorized to receive on behalf of the intended recipient, you may not read, print, retain, use, copy, distribute or disclose to anyone this message or any information contained herein. If you have received this message in error, please advise the sender by reply e-mail, and destroy all copies of the original message (including any attachments).

twenty5th MEDIA PRODUCTION

398, Sgt. Ybardolaza Street, Brgy
Sacred Heart, Quezon City 1105

[illegible]
[illegible]

24 November 2014

SVP EDGAR JULIO S. ASUNCION
Chairperson, BAC-GS
PhilHealth Insurance Corporation
PhilHealth Head Office, Room 1003
10th Floor, Citystate Centre Building
709 Shaw Blvd., Brgy. Oranbo, Pasig City
4417444 local 7673
osbac@philhealth.gov.ph

Dear Sir,

We are pleased to present you this proposal for the Re-bidding for the Procurement of Contract of Six (6) Units of Marketing Ad Videos.

We respectfully propose and submit our legal documents for your perusal.

PRE-PRODUCTION	**Php 7,500.00**
Conceptualization	Php 2,500.00
Script Development	2,500.00
Script Writing	2,500.00
PRODUCTION	**Php 36,000.00**
Director	Php 10,000.00
Assistant Director	2,500.00
Director of Photography	7,500.00
Assistant DOP	2,000.00
Sound Director	5,000.00
Production Manager	2,500.00
Line Producer	FREE OF CHARGE
Gaffer/Grip	FREE OF CHARGE
Equipment Rental	FREE OF CHARGE
Production Designer / Art Director	6,500.00
POST PRODUCTION	**Php 33,500.00**
Non-linear Editing	Php 7,500.00
Color Grading	7,500.00
Sound Mastering	5,000.00
2D Animation	7,500.00
Original Scoring & SFX	3,000.00
Graphics & Subtitle	FREE OF CHARGE
Voice Over	FREE OF CHARGE
Final Deliverables	3,000.00

CONFIDENTIALITY NOTICE

This message (including any attachments) may contain confidential information. Unless you are the intended recipient, or are authorized to receive on behalf of the intended recipient, you may not read, print, retain, use, copy, distribute or disclose to anyone this message or any information contained herein. If you have received this message in error, please advise the sender by reply e-mail, and destroy all copies of the original message (including any attachments).

twenty5th
MEDIA PRODUCTION

39B, Scout Ybardolaza Street, Brgy.
Sacred Heart, Quezon City, 1103

(02) 352 [illegible]
info@twenty5thmedia.com

FINAL OUTPUT

Six (6) Units of 30 second (running time) Marketing Ad Videos***

COSTING

	Price / Unit	QTY	Total
Service Output	Php 77,000.00	6	Php 462,000.00
Vatable Amount			Php 412,500.00
VAT (12%)			49,500.00
TOTAL			Php 462,000.00

FOUR HUNDRED SIXTY TWO THOUSAND PESOS ONLY

Sincerely,

ADRIENNE MARIA KARYNA V. CLAVIO
Operations Manager
Twenty Fifth Media Production Inc.
2F, Left Wing, 39B, Scout Ybardolaza St., Sacred Heart, Quezon City
023523818/09178309848

Section IV. General Conditions of Contract

I. Definitions

I 1. In this Contract, the following terms shall be interpreted as indicated.

(a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.

(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this Section.

(f) "SCC" means the Special Conditions of Contract. .

(g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.

(h) "The Procuring Entity's country" is the Philippines

(i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC

(j) The "Funding Source" means the organization named in the SCC.

(k) "The Project Site," where applicable, means the place or places named in the SCC.

(l) "Day" means calendar day.

(m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract

(n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution, entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

6.1. The GOODS and Related Services to be provided shall be as specified in Section VI Schedule of Requirements.

6.2 This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

7.2 Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. Prices

9.1 For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

10.1 Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.

10.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

10.3 Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

10.4 Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

11.1 Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of R.A. 9184.

11.2 For Goods supplied from abroad, the terms of payment shall be as follows:

(a) On Contract Signature: Fifteen percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

(b) On Delivery. Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

11.3 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract

13. Performance Security

13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

(a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

(b) The Supplier has no pending claims for labor and materials filed against it, and

(c) Other terms specified in the SCC.

13.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such

reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests

16.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract

17. Warranty

17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC, provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity.

17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 16 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of

duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 25, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

21.1. The Supplier's liability under the Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

22.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which, though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not

limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

(a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;

(b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

(a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

(a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);

(b) Drawing up or using forged documents;

(c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

(d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.

(c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

(d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;

(e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;

(f) Within a non extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

(g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and

(h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract

Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is *Philippine Health Insurance Corporation.*
1.1(i)	The Supplier is *(to be inserted at the time of contract award)*
1.1(j)	The Funding Source is: **Philippine Health Insurance Corporation Corporate Operating Budget for CY 2014. *FIVE HUNDRED FORTY FIVE THOUSAND SEVEN HUNDRED AND THIRTY PESOS (PhP545,730.00)* on the *RE-BIDDING FOR THE PROCUREMENT OF SIX (6) UNITS MARKETING AD VIDEOS.***
1.1(k)	The Project Site is *at PhilHealth Head Office, Citystate Centre, 709 Shaw Blvd., Brgy. Oranbo, Pasig City*
5.1	The Procuring Entity's address for Notices is: ***SVP EDGAR JULIO S. ASUNCION, Chief Legal Executive, Chairperson for Bids – Goods and Services, Room 1003, 10th Floor CityState Centre, 709 Shaw Boulevard, Pasig City***
6.2	Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI. **Delivery and Documents –** The Delivery terms of this Contract shall be as follows: **The Marketing Ad Videos** shall be delivered to the PhilHealth Head Office, Citystate Centre, 709 Shaw Blvd., Brgy. Oranbo, Pasig City. Risk and title will pass from the Supplier to PhilHealth upon receipt and final acceptance of the Goods at their final destination. Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows: Upon delivery of the Goods and Services to the Project Site, the Supplier shall notify PhilHealth and present the following documents to PhilHealth: (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. **Insurance –** The Goods supplied under this Contract shall be fully insured by the Winning Bidder, in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Winning Bidder until their final acceptance by the PhilHealth. **Transportation –** PhilHealth accepts no liability for the damage of Goods during transit. In the case

	of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to PhilHealth until their receipt and final acceptance at the final destination. **Patent Rights –** The Winning Bidder shall indemnify the PhilHealth against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
10.2	NO FURTHER INSTRUCTIONS
10.4	NO FURTHER INSTRUCTIONS
13.4(c)	NO FURTHER INSTRUCTIONS
16.1	The inspections/tests that will be conducted are: PhilHealth technical personnel must review the testing conducted by the bidder based on the test and actual results submitted. All deliverables mentioned above should be checked by PHILHEALTH and if found to have deficiencies shall be complied by the bidder before the final acceptance and turnover of the project
17.3	All works shall be provided with one (1) year warranty against defects. During this period, the winning bidder shall correct any such defect.
17.4	In case of defects in the marketing ad videos produced and delivered by the winning bidder, PhilHealth has the right to demand replacement of the defective marketing ad videos at the expense of the winning bidder. Replacement of the items shall be made within fifteen (15) calendar days upon notice.
21.1	NO ADDITIONAL PROVISION

Section VI. Schedule of Requirements

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of the delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Days/Weeks/ Months
1	PhP6 60/ Premium Realization Marketing Ad Video	1 unit of 30 seconder (running time) video, with 15 second version and same 15 sec version with text/graphics (no audio).	6 units of 30 seconder (running time) videos, with 15 second versions of each and same 15 sec version with text/graphics (no audio).	Within fifty (50) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed.
2	"Maasahan"/ Peace of Mind for All Marketing Ad Video	1 unit of 30 seconder (running time) video, with 15 second version and same 15 sec version with text/graphics (no audio).		
3	A. PhilHealth Kaakibat Mo/Membership Marketing Ad Video	1 unit of 30 seconder (running time) video, with 15 second version and same 15 sec version with text/graphics (no audio).		
4	B. PhilHealth Kaakibat Mo/Contributions Marketing Ad Video	1 unit of 30 seconder (running time) video, with 15 second version and same 15 sec version with text/graphics (no audio).		
5	C. PhilHealth: Kaakibat Mo/Benefits Marketing Ad Video	1 unit of 30 seconder (running time) video, with 15 second version and same 15 sec version with text/graphics (no audio).		
6	D. PhilHealth: Kaakibat Mo/OFW Membership Marketing Ad Video	1 unit of 30 seconder (running time) video, with 15 second version and same 15 sec version with text/graphics (no audio).		

I hereby certify to comply and deliver all the above requirements.

TWENTY FIFTH MEDIA PRODUCTION, INC.
Name of Company/Bidder

ADRIENNE MARIA KARYNA V. CLAVEL
Signature over Printed Name of Representative

25NOV.2014
Date

NO 20-09?
Office of the Secretariat
BAC Central Office

SPECIFICATIONS	Statement of Compliance

* Statement of Compliance- Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

Re-bidding for the Procurement of Six (6) units Marketing Ad Videos	Statement of Compliance *
Purpose:	
Developed materials are primarily aimed to be shown on cinemas and LED walls, which shall likewise be uploaded on social network and other terminals where product can be displayed.	COMPLY
Item Specifications	
A. Final output	
• Six (6) units of 30 second (running time) videos*, with the following versions:	COMPLY
a. 15 second versions of each;	COMPLY
b. Same 15 sec version with text/graphics* (no audio).	COMPLY
• With frame size: 1920 x 1080 Full HD, formats applicable on cinema screen LED wall, TV and can be shared thru social network sites.	COMPLY
B. Scope of Work	
• Directing	COMPLY
• Video shoot *consider talents, production set-up and location*	COMPLY
• Video over recording and mixing	COMPLY
• Editing and revisions *at least three (3) revisions and minor editing for each unit*	COMPLY
• Musical Scoring	COMPLY
C. Other requirements	
• Presentation and approval of talents	COMPLY
• Presentation of storyboard (when necessary)	COMPLY
• Provide copy of raw materials/ footages	COMPLY
• Client will select/approve the models and location that will be presented by the supplier; and	COMPLY
• Supplier will secure the necessary permits requisite to conduct the shoot.	COMPLY
D. Delivery Format	
• Draft versions can be presented through YouTube links	COMPLY
• Final approved output/product shall be delivered in	COMPLY

Data File Format (.mov and mp4) -- 2 separate discs COMPLY
DVD format - 1 disc COMPLY
Raw materials 1 disc COMPLY

* Concept, script and text for graphics provided

Proposed Script per Ad

	TITLE/ THEME	VOICE OVER	VIDEO	GRAPHICS	
1	P6.60/ Premium realization	Sa halagang P6.60 kada araw, sigurado na ang kalusugan mo at ng pamilya mo.	On a table, coins fall that would sum to P6.60. Then being picked-up one-by-one (like being counted).	Flash text Sa halagang P6.60 kada araw, Sigurado na ang kalusugan mo at ng pamilya mo	COMPLY
		Sound of being "stamped"	On an empty table: show text Magpamiyembro na!	Same as video	COMPLY
		Play PhilHealth Hymn	Flash Media Contact details Social media info PhilHealth/UHC logo Philippine Health Insurance Corporation June 2014	Same as video	COMPLY

	TITLE/ THEME	VOICE OVER	VIDEO	GRAPHICS	
2	"Maasahan" Peace of Mind for All	Kahit anong oras, Kahit anong araw, Wala kang pangamba Alagang PhilHealth, siguradong maaasahan	Studio setting (probably white); shots of people, one by one; Elder/Indigent/Taho Vendor/Dentist or Doctor/Helper/ Construction Worker/Driver/ Cigarette Vendor, etc Focus one by one, as model shows his/her PhilHealth card	Kahit anong oras, Kahit anong araw, Wala kang pangamba Alagang PhilHealth, Siguradong maaasahan.	COMPLY
		Play PhilHealth Hymn	Flash Media Contact details Social media info PhilHealth/UHC logo Philippine Health	Same as video	COMPLY

BB 20 . 002

Office of the Secretariat
BAC, Central Office

			Insurance Corporation May 2014		COMPLY

	TITLE/ THEME	SCENE	VOICE OVER	VIDEO	GRAPHICS (for version with text)	
3	A. PhilHealth: Kaakibat Mo Membership	1 In an office	No voice-over	Mike applies for work		COMPLY
		2 At PhilHealth Office (LHIO/Express Office)	No voice-over	Then, attended by PhilHealth frontliner as he submits PMRF		COMPLY
			No voice over	Mike gets MDR and PhilHealth ID Card		COMPLY
			Sa PhilHealth, panatag ang loob mo. Kalusugan mo segurado.	Then, leaving the counter. Focus on Mike and PhilHealth Card only Mike smiling, inserts ID card on polo pocket, leaving with peace of mind	Sa PhilHealth, panatag ang loob mo. Kalusugan mo segurado.	COMPLY
			Play PhilHealth Hymn	Flash media Contact details Social media info PhilHealth/ UHC logo Philippine Health Insurance Corporation May 2014	Same as video	COMPLY

	TITLE/ THEME	SCENE	VOICE OVER	VIDEO	GRAPHICS (for version with text)	
4	B. PhilHealth: Kaakibat Mo Contributions	1 At Bayad-Center/ Counter	No voice over	Mike pays for his contributions.		COMPLY
			No voice-over	Receives receipt		COMPLY

MO 20-002
Office of the Secretariat
BAC Central Office

			Sa PhilHealth, panatag ang loob mo. Kalusugan mo segurado.	Then, leaving the counter: Focus on Mike, smiling and leaving with peace of mind	Sa PhilHealth, panatag ang loob mo. Kalusugan mo segurado.	COMPLY
			Play PhilHealth Hymn	Flash media Contact details Social media info PhilHealth/ UHC logo Philippine Health Insurance Corporation May 2014	Same as video	COMPLY

	TITLE/ THEME	SCENE	VOICE OVER	VIDEO	GRAPHICS (for version with text)	
5	C. PhilHealth: Kaakibat Mo Benefits	1 At a church entrance	No voice-over	Mike got married		COMPLY
		2 At his house/place	No voice-over	Mike's wife announced she's pregnant *Wife whispered to Mike then he embraced wife*		COMPLY
		3 House entrance/ garage area	No voice-over	Wife about to give birth *Leaving the house, about to get a ride*		COMPLY
		4 At the hospital	No voice-over	In the hospital, Mike took the baby *Carry the baby if possible. If not, show Mike looking at nursery section, then at a baby*		COMPLY
		5 Talking to PhilHealth clerk at billing section of the hospital	No voice-over	Focus on Mike, form and card Mike handed PhilHealth form then his PhilHealth card		COMPLY

MAY 20 . 00

Office of the Secretariat
MTRCB Central Office

		6 Mike and family at hospital entrance	Sa PhilHealth, panatag ang loob mo. Kalusugan mo at ng pamilya mo, segurado.	Mike with family, smiling and leaving with peace of mind	Sa PhilHealth, panatag ang loob mo Kalusugan mo at ng pamilya mo, segurado.	COMPLY
			Play PhilHealth Hymn	Flash media Contact details Social media info PhilHealth / UHC logo Philippine Health Insurance Corporation May 2014	Same as video	COMPLY

	TITLE/ THEME	SCENE	VOICE OVER	VIDEO	GRAPHICS (for version with text)	
6	D. PhilHealth: Kaakibat Mo OFW Membership	1 At the airport	No voice-over	Mike leaving for abroad Bids farewell to family		COMPLY
		2 At the teller	No voice-over	Mike with his passport, ticket		COMPLY
				Then pulls out wallet for money *about to pay for his boarding pass*		COMPLY
				Then sees his PhilHealth card inside the wallet focus on card inside wallet		COMPLY
			Sa PhilHealth, panatag ang loob mo. Kalusugan mo at ng pamilya mo, segurado.	Mike smiled and peace of mind can be seen on his face	Sa PhilHealth, panatag ang loob mo. Kalusugan mo at ng pamilya mo, segurado.	COMPLY
			Play PhilHealth Hymn	Flash media Contact details Social media info PhilHealth/ UHC logo Philippine	Same as video	COMPLY

2020-087

Office of the Secretariat BAC Central Office

			Health Insurance Corporation May 2014		COMPLY

Timelines for Production

Activity	Schedule	
Presentation and approval of pre-production details	Five (5) calendar days after receipt of Notice to Proceed	COMPLY
Production period of all six (6) units of Marketing Ads	Three (3) weeks after the approval of pre-production details	COMPLY
Presentation of 1st Draft (all units)	Within seven (7) days after the three (3) week production period	COMPLY
Delivery of Final Output (30sec version/full version)	Within five (5) days after approval of the final draft	COMPLY
Presentation of two (2) other versions of all units	Within seven (7) days after the approval of six (6) units (full version)	COMPLY
Delivery of Final Output (2 other versions)	Within five (5) days after approval of the final draft	COMPLY

I hereby certify to comply with all the above Technical Specifications

TWENTY FIFTH MEDIA PRODUCTION, INC.	ADRIENNE MARIA-KATRINA V. OLAVIO	24NOV.2014
Name of Company/Bidder	Signature over Printed Name of Representative	Date

M020-007

Office of the Secretariat
BAC Central Office

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre, 709 Shaw Boulevard, Pasig City
Call Center (02) 441-7442 Trunkline (02) 441-7444
www.philhealth.gov.ph

BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (BAC-GS)
RESOLUTION NO. 013, S. 2015

RESOLUTION RECOMMENDING THAT THE CONTRACT FOR THE PROCUREMENT OF SIX (6) UNITS MARKETING AD VIDEOS UNDER ITB NO. RMAV 2014-020-GS BE AWARDED IN FAVOR OF TWENTY FIFTH MEDIA PRODUCTION, INC. AS THE BIDDER WITH THE SINGLE CALCULATED RESPONSIVE BID (SCRB)

WHEREAS, the Bids and Awards Committee for Goods and Services (BAC-GS) advertised at the PhilGEPS, the PhilHealth Website, and the office premises an Invitation to Bid (ITB) for the Procurement of Six (6) units Marketing Ad Videos (ITB No. RMAV 2014-020-GS) during the period November 5, 2014 to November 11, 2014;

WHEREAS, the Approved Budget for the Contract (ABC) of the subject procurement is in the amount of Five Hundred Forty Five Thousand and Seven Hundred Thirty Pesos (PhP545,730.00);

WHEREAS, in response to the said invitation, two (2) prospective bidders purchased the bidding documents, namely: (1) Alternative Communications Media and Advertising Agency Company; and (2) Twenty Fifth Media Production, Inc.;

WHEREAS, during the Opening of Bids on 24 November 2014 at 1:30 p.m., all two (2) bidders submitted their bids;

WHEREAS, during the said Opening of Bids, the BAC-GS utilized a checklist in accordance with the provisions of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, during the evaluation of the bids, the BAC-GS arrived at the following results:

Bidders	Evaluation Results
1. Alternative Communications Media and Advertising Agency Company	Ineligible (Non-submission of Schedule of Requirements as stated in the bid documents)
2. Twenty Fifth Media Production, Inc.	PhP462,000.00 Single Calculated Bid (SCB)

WHEREAS, based on the above result, Twenty Fifth Media Production, Inc. was declared as the bidder with the Single Calculated Bid (SCB) to be subjected to post qualification by the BAC-GS Technical Working Group A;

WHEREAS, during the BAC-GS meeting held on 11 December 2014, the TWG presented the corresponding Post-Qualification Evaluation Report to the BAC-GS on Twenty Fifth Media Production, Inc. with the recommendation that said bidder be "post-disqualified" on the following ground, to quote:

> *"Based on the post-qualification inspection and evaluation conducted vis-a-vis the Bidding Documents submitted by bidder* ***TWENTY FIFTH MEDIA PRODUCTION, INC.*** *on the Procurement of Six (6) units Marketing Ad Videos (ITB No. RMAV 2014-020-GS), the BAC-GS TWG-A has found them to be not compliant with the requirements*

teamphilhealth www.facebook.com/PhilHealth www.youtube.com/teamphilhealth actioncenter@philhealth.gov.ph

and conditions as specified in the Bidding Documents for the subject procurement and it is therefore submitted that its Bid proposal should be declared as ***NON-RESPONSIVE.***"

WHEREAS, on 06 January 2015, the Secretariat for the Bids and Awards Committees (SBAC) sent through email the Notice of Post-Disqualification to Twenty Fifth Media Production, Inc.;

WHEREAS, Twenty Fifth Media Production, Inc. submitted a Motion for Reconsideration (MR) dated 08 January 2015 stating that their company only decided to join government biddings on the latter months of 2014, thus was not able to file its Income Tax Returns (ITR) thru the Electronic Filing and Payment System (EFPS), further, Twenty Fifth Media Production, Inc.'s tax returns were filed thru bank payment since its EFPS was only activated in October 2014;

WHEREAS, in its meeting on 13 January 2015, the BAC-GS found merit on the said motion after thorough evaluation of the same and consideration of urgency of the project as manifested by the end user;

WHEREAS, Atty. Alfredo B. Pineda II in his capacity as OIC-SVP for Legal Sector take the position of allowing and granting the MR of Twenty Fifth Media Production, Inc. based on the ground that the Government Procurement Policy Board (GPPB) opinion is more persuasive and recommendatory than a mandatory requirement;

WHEREAS, the grant of MR is subject to the submission of Twenty Fifth Media Production, Inc. proof of EFPS payments upon activation of its EFPS;

WHEREAS, on 23 January 2015, Twenty Fifth Media Production, Inc. submitted its proof of EFPS payments for its December 2014 Quarterly Income Tax Return;

WHEREAS, the TWG-A verified and confirmed that the submitted proof of EFPS payments of Twenty Fifth Media Production, Inc. is in order;

NOW, THEREFORE, premises considered, the BAC-GS resolves, to declare Twenty Fifth Media Production, Inc. as the bidder with the Single Calculated Responsive Bid (SCRB) and recommend that the contract for the Procurement of Six (6) units Marketing Ad Videos under ITB No. RMAV-2014-020-GS be awarded to the said bidder.

IT IS SO RESOLVED.

Signed this 26th day of January 2015 at Pasig City.

SVP EDGAR JULIO S. ASUNCION
Chairperson

VP ALFREDO B. PINEDA II
Vice-Chairperson

OIC-SM LEIZEL P. LAGRADA, M.D.
Member

SM MARIA SOPHIA B. VARLEZ
Member

OIC-SM JENNIFER S. RACA, M.D.
Member

ATTY. ERNESTO P. BARBADO, JR.
Member

OIC-VP ISRAEL FRANCIS A. PARGAS, M.D.
Member/End-User

[✓] **APPROVED**
[ ] **DISAPPROVED**
[ ] **Others** _____

ALEXANDER A. PADILLA
President and CEO
Date Signed: _____

Resolution recommending that the Contract for the Procurement of Six (6) units Marketing Ad Videos under ITB No. RMAV 2014-020-GS be Awarded in favor of Twenty Fifth Media Production, Inc. as the bidder with the Single Calculated Responsive Bid (SCRB)

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre 709 Shaw Boulevard Pasig City
Call Center (02) 441-7442 Trunkline (02) 441-7411
www.philhealth.gov.ph

NOTICE OF AWARD
Re-Bidding for the Procurement of Six (6) units Marketing Ad Videos
(ITB No. RMAV 2014-020-GS)

Date of Issuance: 23 FEB 2015

MS. ADRIENNE MARIA KARYNA V. CLAVIO
TWENTY FIFTH MEDIA PRODUCTION
2F, Left Wing, 39B, Scout Ybardolaza St.,
Sacred Heart, Quezon City

Dear Ms. Clavio

We are pleased to notify you that your Bid Proposal on November 24, 2014 for the **Re-Bidding for the Procurement of Six (6) units Marketing Ad Videos** for execution by **TWENTY FIFTH MEDIA PRODUCTION** at the Contract Price equivalent to **Four Hundred Sixty Two Thousand Pesos (PhP462,000.00) only** is accepted.

You are hereby required to post a performance security in the form and amount stipulated in the Bid Documents of the said procurement immediately from the receipt of this Notice of Award and in no case later than the signing of the Contract. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

ALEXANDER A. PADILLA
President and CEO

Conforme:

MS. ADRIENNE MARIA KARYNA V. CLAVIO
TWENTY FIFTH MEDIA PRODUCTION
Date: 26 FEBRUARY 2015

Centennial Assurance

15000013977 02/25/2

KNOW AL

That W

as Principal, and
organized and existi
Surety are held firmly b

in the penal sum of
(P ***139,000
we bind ourselves, our
presents;

The conditi

WHEREA
The Obliged
in accordance with
of which is attache
WHEREAS, thi
Principal's obliga
WHEREAS, the
co-terminus with th
likewise the liabilit
the actual loss and d
non-compliance/perfor
undertakings, but in no
Only (PhP139,000.00) Phi
WHEREAS, this b

WHEREAS, as a contrac
stated sum to secure the full and fai

NOW THEREFORE, if the
covenants, terms, conditions, and ag
shall be null and void; otherwise to re
Liability of the CENTENNIAL ... this bond will
Co-terminus with the final comple
or final acceptance of the said pro ... after its expiration,
unless Surety is notified of any existing obl
IN WITNESS WHEREOF we have ... names this 23rd day of
February 2 ... Makati City

TWENTY FIFTH MEDIA PRODUCTION
By:

CENTENNIAL GUARANTEE ASSURANCE CORP

Centennial Guarantee
Assurance Corporation

[illegible] Floor Tan World [illegible] Building [illegible]
[illegible]
Tel. Nos. 811-22[illegible]
VAT Reg. [illegible]

OFFICIAL RECEIPT

[illegible]

RECEIVED from TWENTY FIFTH MEDIA PRODUCTION
TIN [illegible]
ADDRESS [illegible]
BUSINESS STYLE THOUSAND ONE HUNDRED FIFTY
the sum of Pesos FIVE & 85/100 ONLY
in payment of the following: [illegible]

Policy No. [illegible] From [illegible]
Renewal To [illegible]

Premium	[illegible]
Documentary Stamp	[illegible]
Value Added Tax	[illegible]
Premium Tax	[illegible]
Fire Service Tax	[illegible]
Local Gov't Tax	[illegible]
Reinsurance Account	
Others	
Total	[illegible]

SCV No.
Date
Agent's Code
Refer to Premium Inv. No.
[illegible] CASH
[illegible] CHECK

[illegible]
This cancels our Provisional
Receipt No.

[illegible]

VAT-Table Sales
VAT Exempt Sales
Zero Rated Sales
VAT Amount
Total Sales

CENTENNIAL GUARANTEE
ASSURANCE CORPORATION

By
(Print Name and Signature)

[illegible]
ANGELITO PRINTING [illegible]

THIS OFFICIAL RECEIPT SHALL BE VALID [illegible]

CGAC Bond G(16) ...

CENTENNIAL GUARANTEE ASSURANCE CORPORATION

12th Floor, The World Centre Building, 330 Sen. Gil J. Puyat Ave. Extension, Makati City 1200
Tel Nos. 811-2222/810-5121/891-3580 • Fax No. 811-4541
TIN 000-456-177

	5,736.32
Premium	467.50
Doc. Stamps	448.30
Eval	7.42
LGT	300.00
Not. Fee	200.00
Misc. Fee	11.00
Others	6,159.65
TOTAL	

DOCUMENTARY STAMP
PHP 467.50
15000013977102/25/201515.59DS111PSIC6703RD0034

SURETY BOND
(PERFORMANCE SECURITY)

KNOW ALL MEN BY THESE PRESENTS:

That We, TWENTY FIFTH MEDIA PRODUCTION 2F, Left Wing, 39B, Scout Ybardolaza St., Sacred Heart, Quezon City as Principal, and the CENTENNIAL GUARANTEE ASSURANCE CORP., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with Head office in Makati, as Surety are held firmly bound unto *OBLIGEE* PHILIPPINE HEALTH INSURANCE CORPORATION

in the penal sum of ***One Hundred Thirty Nine Thousand Pesos Only***
(P ***139,000.00***) Philippine Currency, for the payment of which, well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents;

The conditions of this obligations are as follows:

WHEREAS, the above bounded principal on ______ has entered into a contract with
The Obligee for the RE-BIDDING FOR THE PROCUREMENT OF SIX (6) UNITS MARKETING AV VIDEOS
in accordance with the NOTICE OF AWARD (ITB No. RMAV2014-020-GS)dated 23 of February 2015, copy
of which is attached herewith and made an integral part of this bond;
WHEREAS, this bond is conditioned to guarantee the true and faithful performance of the
Principal's obligation and undertakings relative to the above-mentioned NOTICE OF AWARD
WHEREAS, the validity period of this bond shall commence only from February 23, 2015 and
co-terminus with the supply, delivery and acceptance of the Obligee of the said units
likewise the liability of the herein surety company under this bond shall be limited only on
the actual loss and claim that the Obligee may sustained or incurred resulting to
non-compliance/performance and or failure of the Principal to perform his obligation and
undertakings, but in no case exceed the total amount of PESOS:One Hundred Thirty Nine Thousand
Only (PHP139,000.00)Philippine Currency;
WHEREAS, this bond is CALLABLE ON DEMAND pursuant to the provision of R.A. 9184
--- NOTHING FOLLOWS ---

WHEREAS, as a contract requires said Principal to give a good and sufficient bond in the above stated sum to secure the full and faithful performance on his part of said Undertakings

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions, and agreements to the true intent and meaning thereof, then the obligation shall be null and void; otherwise to remain in full force and effect.

Liability of the *CENTENNIAL GUARANTEE ASSURANCE CORPORATION* on this bond will Co-terminus with the final completion and final acceptance of the said project and this bond will be cancelled *TEN (10)* days after its expiration unless Surety is notified of any existing obligations thereunder.

IN WITNESS WHEREOF, we have set our hands and signed our names this 23rd day of February 20 15 at Makati City

TWENTY FIFTH MEDIA PRODUCTION	CENTENNIAL GUARANTEE ASSURANCE CORP
By:	By:
ADRIENNE MARIA KARYNA V. CLAVIO	MARIA EDEN G. DEL ROSARIO
Authorized Signatory	EVP/General Manager

SIGNED IN THE PRESENCE OF:

ADALJESA V. LACRO
AVP - Business Development

Blg. 2013/45-R

Republika ng Pilipinas

Kagawaran ng Pananalapi

KOMISYON NG SEGURO

KATIBAYAN NG PAGKAMAYKAPANGYARIHAN

ITO AY PATUNAY na ang <u>CENTENNIAL GUARANTEE ASSURANCE CORPORATION</u>

<u>NG LUNGSOD NG MAKATI, PILIPINAS</u>

na isang pang <u>DI-BUHAY</u>

<u>(FIRE, MARINE, CASUALTY & SURETY)</u> except indirect ...

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas ng Pilipinas hinggil sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban nitong KATIBAYAN NG PAGKAMAYKAPANGYARIHAN upang makipagnegosyo ng uri ng seguro na itinakda sa itaas hanggang ikalabindalawa ng hatinggabi ng ikatatlumpung araw ng Hunyo, taong dalawampung libo't labing-apat

maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.

Bilang KATUNAYAN NITO, inilagda ko ang aking pangalan at ikinintal ang Sinusyal na Tatak ng aking Tanggapan sa Lungsod ng Maynila, Pilipinas, ito ay may bisa simula ika-isa ng Hulyo 2013.

EMMANUEL F. DOOC
Insurance Commissioner

... No. 40 issued on
December 28, 1962

...