

**CONTRACT FOR THE PROCUREMENT OF ADVERTISING COMPANY  
SERVICES FOR ONE (1) LOT SUPPLY AND INSTALLATION OF  
PHILHEALTH ADVERTISING PLACEMENT IN JEEPNEY AND BUSES  
(PRO NCR ITB NO. 07, S-2019 ADPLACEMENT)**

THIS CONTRACT made on the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 Citystate Center, 709 Shaw Boulevard, Pasig City, represented herein by its **President and Chief Executive Officer, BGEN. RICARDO C. MORALES, AFP (RET) FICD**, hereinafter called "**PHILHEALTH**";

and

**PRIME RECALL ADVERTISING AND SERVICES, INC.**, a business name registered with the Securities and Exchange Commission with Company Reg. No. CS200914346 issued on 28 February 2018 and existing under the laws of the Republic of the Philippines, with business address at 38 Sgt. Catolos St. Brgy. Pinagkaisahan, Cubao, Quezon City, represented herein by its President and CEO, **JANE CANLAS-LARANJO**, hereinafter called "**PRIME RECALL ADVERTISING AND SERVICES, INC.**";

**WITNESSETH:**

WHEREAS, **PHILHEALTH** invited Bids for the **PROCUREMENT OF ADVERTISING COMPANY SERVICES FOR ONE (1) LOT SUPPLY AND INSTALLATION OF PHILHEALTH ADVERTISING PLACEMENT IN JEEPNEY AND BUSES** and has accepted the Bid of **PRIME RECALL ADVERTISING AND SERVICES, INC.** for the supply and delivery of subject goods in the sum of **FIVE MILLION SEVEN HUNDRED FORTY THOUSAND TWO HUNDRED TWENTY FOUR PESOS (Php5,740,224.00)** only, hereinafter called "**the Contract Price**".

**NOW, THEREFORE**, for 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 the 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 **PRIME RECALL ADVERTISING AND SERVICES, INC.** (Annex A)
  - b) The Schedule of Requirements submitted by **PRIME RECALL ADVERTISING AND SERVICES, INC.** (Annex B)
  - c) The Technical Specifications submitted by **PRIME RECALL ADVERTISING AND SERVICES, INC.** (Annex C)
  - d) The General Conditions of the Contract (Annex D)
  - e) The Special Conditions of the Contract (Annex E)
  - f) The Supplemental Bid Bulletin (Annex F)
  - g) The BAC Resolution No. 55, s-2019 (Annex G)
  - h) The Notice of Award (Annex H)
  - i) The Performance Security (Annex I)
  - j) The SEC Registration (Annex J)




3. In consideration of the payments to be made by **PHILHEALTH** to **PRIME RECALL ADVERTISING AND SERVICES, INC.**, as hereinafter mentioned, **PRIME RECALL ADVERTISING AND SERVICES, INC.** 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 **PRIME RECALL ADVERTISING AND SERVICES, INC.** in consideration of the provision of the goods and services, the Contract Price or such other sum as may become payable at the time and in the manner prescribed by this Contract.
5. The contract price covers all taxes, including the twelve percent (12%) Value-Added-Tax, customs duties, license fees, freight insurance and other charges which may be imposed on the Product by the foreign and local authorities.
6. **PRIME RECALL ADVERTISING AND SERVICES, INC.** hereby covenants to deliver in favor of **PHILHEALTH** the goods stated in the Schedule of Requirements (Annex B) and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract.
7. Upon submission by **PRIME RECALL ADVERTISING AND SERVICES, INC.** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements, **PHILHEALTH** shall pay on monthly basis after submission of payment requirements and acceptance by **PHILHEALTH**.  
  
**PHILHEALTH** shall hold the **five percent (5%)** of the total contract price as retention money or as obligation for "Warranty" in an amount equivalent to **TWO HUNDRED EIGHTY SEVEN THOUSAND ELEVEN PESOS AND 20/100 (Php287,011.20)** only. Said amount shall only be requested for release after **six (6) months** duration of advertising display. Provided, however, that the goods supplied and all the conditions imposed under the contract have been fully met. Provided further, that **PRIME RECALL ADVERTISING AND SERVICES, INC.** may opt to post a special bank guarantee equivalent to at least five percent (5%) of the total contract price. The said special bank guarantee must have a validity period of **six (6) months** covering the whole duration of the advertising display.
8. The contracting parties undertake to comply with Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy (Revision 1)" 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.
9. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the IRR of RA 9184, shall form an integral part of the contract between the **PARTIES** hereto.
10. The courts of Quezon City shall have exclusive jurisdiction over any dispute or claim which may arise between the parties under this contract.


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 here to 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.

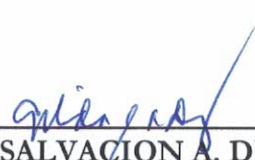
**PHILIPPINE HEALTH INSURANCE  
CORPORATION**

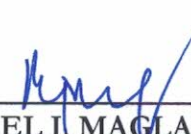
  
**BGEN. RICARDO C. MORALES,**  
**AFP (RET) FICD**  
President and Chief Executive Officer


**PRIME RECALL ADVERTISING AND  
SERVICES, INC.**

  
**JANE CANLAS-LARANJO**  
President & CEO

Recommending Approval:


  
**GILDA SALVACION A. DIAZ**  
Vice-President  
PhilHealth Regional Office NCR


  
**MARICEL J. MACLALANG**  
OIC - Management Services Division  
PhilHealth Regional Office NCR

  
**GREGORIO C. RULLODA**  
Area Vice President – Area II

  
**BGEN AUGUSTUS H DE VILLA MD AFP (RET)**  
Acting Executive Vice-President and COO

Signed in the Presence of:

  
**WILLIE M. BUMACOD**  
OIC, Fund Management Section  
PhilHealth Regional Office NCR  
CAF # 2019-10-011

  
**THERESE LORAINNE G. CANLAS**  
PRIME RECALL ADVERTISING AND  
SERVICES, INC.



ACKNOWLEDGMENT

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


NOV 08 2019  
BEFORE ME, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, personally appeared the following persons exhibiting to me their respective government-issued IDs, to wit:

	Identification Card and Number	Date/Place of Issue
MGEN. RICARDO C. MORALES, AFP (RET) FICD Philippine Health Insurance Corp.	Driver's License N03-82-077032	
JANE CANLAS-LARANJO Prime Recall Advertising And Services, Inc.		

Known to me to be the same persons who executed the foregoing Agreement consisting of \_\_ 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. 262  
Page No. 54  
Book No. XVI  
Series of 2019 \_\_\_\_\_

  
ATTY. ROGELIO J. BOLIVAR  
NOTARY PUBLIC IN QUEZON CITY  
AM Adm. Not. Com. No. NP-124 1-12-19 until 12-31-2020  
IBP O.R. No. 055255 Jan. 2019 & IBP O.R. No. 055256 Jan. 2020  
PTR O.R. No. 7376155 C 1-7-19 / Roll No. 33832 / TIN# 129-871-009  
MCLE VI IBP DATED 6-10 TO 31 / 19 Valid Until 8-31/22 Quezon City  
Address: 31-F Harvard St. Cubao, Q.C.