

**CONTRACT ON THE RE-BIDDING FOR THE
ENGAGEMENT OF A CREATIVE SERVICES AGENCY FOR
PHILHEALTH'S MARKETING INITIATIVES IN LIGHT OF THE
UNIVERSAL HEALTH CARE (UHC)
(IB No. RCSA 2021-021-BB)**

THIS AGREEMENT made and entered into this 25 AUG 2022 day of _____ 2022, in the City of QUEZON CITY, Metro Manila, by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION (PHILHEALTH), a government owned and controlled corporation duly created by virtue of R.A. 7875, as amended by R.A. 9241 and R.A. No. 10606 or the "National Health Insurance Act of 2013", with principal office address at 17th Floor, Citystate Centre Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City. PHILHEALTH is represented in this Agreement by its Officer-in-Charge, Office of the President and Chief Executive Officer (CEO), **ATTY. ELI DINO D. SANTOS** who is authorized to sign this agreement under Corporate Order No. 2018-0026 on the New Delegation and Signing Authority (DSA) in the Head Office and Regional Offices, copy attached hereto as Annex "A";

-and-

ORGANIC INTELLIGENCE CONSULTING INC., a stock corporation, organized and registered with the Securities and Exchange Commission and existing under the laws of the Republic of the Philippines, with business address at 5th Floor The Community Building, Blk. 2 Lot 8 Metropoli Drive, Metropoli Residenza, Brgy. Bagumbayan, Quezon City, represented herein by its Corporation's Managing Partner/CEO, **CARLO LUIS V. HEMEDES**, (hereinafter called "**ORGANIC INTELLIGENCE**"), duly authorized for this purpose as evidenced by **ORGANIC INTELLIGENCE** Secretary's Certificate, copy attached hereto as Annex "B".

WHEREAS, **PHILHEALTH** invited Bids for certain goods and ancillary services particularly on the **Re-Bidding for the Engagement of a Creative Services Agency for PhilHealth's Marketing Initiatives in light of the Universal Health Care (UHC)** and has accepted a Bid by **ORGANIC INTELLIGENCE** for the supply of those goods in the sum of, **Three Million Four Hundred Ninety-Nine Thousand Four Hundred Forty Pesos (Php3,499,440.00)** (hereinafter called "**the Contract Price**").

On November 23, 2021, PhilHealth caused the posting of an Invitation to Bid for the Engagement of a Creative Services Agency for PhilHealth's Marketing Initiatives in light of the Universal Health Care (UHC) with an Approved Budget of the Contract (ABC) in the amount of Three Million Five Hundred Thousand Pesos (Php3,500,000.00) in accordance with its 2021 Annual Procurement Plan.

Four (4) bidders submitted their bids on or before December 13, 2021. After opening the bids, **ORGANIC INTELLIGENCE** was declared eligible having submitted the Lowest Calculated Bid (LCB).

PhilHealth subjected to post-qualification and after such proceedings, **ORGANIC INTELLIGENCE's** bid in the amount of **Three Million Four Hundred Ninety-Nine Thousand Four Hundred Forty Pesos (Php3,499,440.00)** was found to be the Lowest Calculated and Responsive Bid.

PhilHealth subsequently issued the Notice of Award to **ORGANIC INTELLIGENCE** which the latter accepted on May 12, 2022.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) PhilHealth's Secretary's Certificate (**Annex "A"**);
- (b) **ORGANIC INTELLIGENCE**'s Secretary's Certificate (**Annex "B"**);
- (c) Philippine Bidding Documents (PBDs);
 - (i) **ORGANIC INTELLIGENCE**'s Technical Proposal and its Appendices (**Annex "C"**);
 - (ii) Project Proposal (**Annex "D"**);
 - (iii) General Conditions of the Contract (GCC) (**Annex "E"**);
 - (iv) Special Conditions of the Contract (SCC) (**Annex "F"**);
 - (v) Bid Bulletin No. 01 (**Annex "G"**);
- (d) **ORGANIC INTELLIGENCE**'s Bid;
 - (i) PhilGEPS Registration Certificate (**Annex "H"**);
 - (ii) Registration certificate from SEC (**Annex "I"**);
 - (iii) Business Permit (**Annex "J"**);
 - (iv) Tax Clearance (**Annex "K"**);
 - (v) Statement of all Ongoing Government and Private Contracts, including contracts awarded but not yet started (**Annex "L"**);
 - (vi) Statement of Single Largest Completed Contract (SLCC) (**Annex "M"**);
 - (vii) Bid Security/Bid Securing Declaration (**Annex "N"**);
 - (viii) Omnibus Sworn Statement (**Annex "O"**);
 - (ix) Audited Financial Statements (**Annex "P"**);
 - (x) Net Financial Contracting Capacity (NFCC) or Line of Credit (**Annex "Q"**);
 - (xi) Financial Bid Form (**Annex "R"**);
- (e) Performance Security (**Annex "S"**);
- (f) Notice of Award (**Annex "T"**);
- (g) BAC-B Resolution No. 50, s. 2022 (**Annex "U"**);
- (h) **ORGANIC INTELLIGENCE**'s Additional Post-Qualification Documents;
 - (i) Bureau of Internal Revenue (BIR) Value Added Tax Registration Form and Payment Form (BIR Form no. 2303 and 0605) (**Annex "V"**);
 - (ii) Annual Income tax Return (ITR) for CY2020 (**Annex "W"**);
 - (iii) Monthly Value Added Tax Declaration (BIR Form No. 2550-M) and Quarterly Value Added Tax Return (BIR Form No. 2550-Q) (**Annex "X"**); and
 - (iv) Proof of Payment of PhilHealth Premium Contribution (**Annex "Y"**).
- (i) Other contract document that may be required by existing laws and/or the **PHILHEALTH** in the PBDs. **ORGANIC INTELLIGENCE** agrees that the additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **Three Million Four Hundred Ninety-Nine Thousand Four Hundred Forty Pesos (PhP3,499,440.00)** or such other sums as may be ascertained, **ORGANIC INTELLIGENCE** agrees to provide the goods and services and to remedy defects therein within the warranty period in accordance with its Bid.
4. **PHILHEALTH** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. **ORGANIC INTELLIGENCE** holds **PHILHEALTH** free and harmless from any claim, obligation or liability that may be caused to any third party that may be injured or harmed due to the willful, unlawful or negligent act or omission of **ORGANIC INTELLIGENCE** or any of its personnel or representative, without prejudice to any other legal action that **PHILHEALTH** may have against **ORGANIC INTELLIGENCE** for, in relation to the implementation of the Contract.
6. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.


Any dispute that is not settled amicably shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote Arbitration or to seek judicial relief, **PHILHEALTH** and **ORGANIC INTELLIGENCE** agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court where the principal office of **PHILHEALTH** is situated, to the exclusion of other courts of equal jurisdiction.

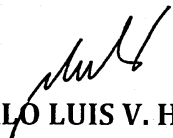
7. Attorney's Fee - In the event that **PHILHEALTH** is compelled to commence arbitration or to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the cost of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.
8. EFFECTIVITY CLAUSE. This Agreement shall take effect upon signing thereof by the Parties and **ORGANIC INTELLIGENCE** shall commence performance of its obligations upon the issuance by **PHILHEALTH** of a Notice to Proceed.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


**PHILIPPINE HEALTH INSURANCE
CORPORATION**


ATTY. ELI DINO D. SANTOS
Officer-in-Charge,
Office of the President and Chief Executive Officer

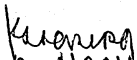
**ORGANIC INTELLIGENCE
CONSULTING INC.**



CARLO LUIS V. HEMEDES
Corporation's Managing
Partner/CEO

Recommending Approval:


NADINE B. NAVARRO
Acting Senior Manager,
Corporate Marketing Department

Signed in the presence of:


KIM B. NANTONG
Witness
PhilHealth


CARLO MIGUEL A. FRANCIA
Witness
ORGANIC INTELLIGENCE CONSULTING
INC.

ACKNOWLEDGEMENT

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

BEFORE ME, this 25 AUG 2022 2022, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

ATTY. ELI DINO D. SANTOS
Philippine Health Insurance Corporation

PHILHEALTH COMPANY ID NO. 10183407

CARLO LUIS V. HEMEDES
Organic Intelligence Consulting Inc.

PASSPORT ID # P2598742B

Known to me to be the same persons who executed the foregoing Contract on the Re-Bidding for the Engagement of a Creative Services Agency for PhilHealth's Marketing Initiatives in light of the Universal Health Care (UHC) consisting of one hundred sixty one (158) pages including the annexes and this page on which the acknowledgement is written and they acknowledged that the same is their free act and deed and that of the corporations being represented.

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

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Series of 2022

Atty. Richard Ro M. Balduenza
Notary Public for Quezon City
Until December 31, 2023
Roll No. 53953
PTR No. 8445937 / 01/03/2022 / Plaridel Bulacan
MCLE Compliance No. VH - 0097663 / 11/04/2021
IBP Lifetime No. 7203 (01-17-08)