

**CONTRACT ON THE BIDDING FOR THE
CONDUCT OF MARKET RESEARCH AND DEVELOPMENT OF A
REBRANDING PLAN FOR PHILHEALTH
(IB No. MRDRP 2021-015-CF)**

OCT 26 2022

THIS AGREEMENT made and entered into this _____ day of _____ 2022, in the City of _____, 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, City State Center 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 Secretary's Certificate 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 **Procurement of Conduct of Market Research and Development of a Rebranding Plan for PhilHealth** and has accepted a Bid by **ORGANIC INTELLIGENCE** for the supply of those goods in the sum of, **Four Million Four Hundred Sixty-Two Thousand Eighty Pesos (PhP4,462,080.00)** (hereinafter called "**the Contract Price**"),

On November 03, 2021, PhilHealth caused the publication of an Invitation to Bid for the procurement of Various Papers with an Approved Budget of the Contract (ABC) in the amount of Four Million Nine Hundred Ninety-Three Thousand Four Hundred Pesos (PhP4,993,400.00) in accordance with its 2021 Annual Procurement Plan.

Two (2) bidders submitted their bids on or before November 23, 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 **Four Million Four Hundred Sixty-Two Thousand Eighty Pesos (PhP4,462,080.00)** was found to be the Single Calculated and Responsive Bid.

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

ATTY. ELI DINO D. SANTOS
Office-in-Charge, Office of the President and CEO
PhilHealth

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

ANJOLINE B. NAVARRO
Acting Senior Manager
Corporate Marketing Department

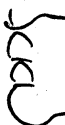
WITNESS
ORGANIC INTELLIGENCE
CONSULTING INC.


WITNESS
PHILHEALTH

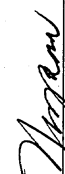
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:


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:

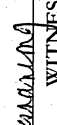
- (a) **PhilHealth's Secretary's Certificate (Annex "A");**
- (b) **ORGANIC INTELLIGENCE's Secretary's Certificate (Annex "B");**
- (c) Philippine Bidding Documents (PBDs);
 - (i) **ORGANIC INTELLIGENCE's Technical Proposal and its Appendices (Annex "C");**
 - (ii) Project Proposal **(Annex "D");**
 - (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-C Resolution No. 49, s. 2021 **(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) Quarterly Income Tax Return (BIR Form No. 1702Q) and Monthly Value Added Tax Declaration (BIR Form No. 2550-M) **(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.


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


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


NADINE B. NAVARRO
Acting Senior Manager
Corporate Marketing Department


WITNESS
ORGANIC INTELLIGENCE
CONSULTING INC.


WITNESS
PHILHEALTH

3. In consideration for the sum of **Four Million Four Hundred Sixty-Two Thousand Eighty Pesos (PhP4,462,080.00)** 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 his/her/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".

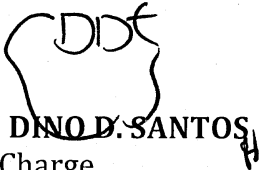
Whenever necessary to promote Arbitration or to seek judicial relief, **PHILHEALTH** and **ORGANIC INTELLIGENCE** agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court where the principal office of **PHILHEALTH** is situated,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

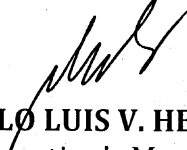
7. Attorney's Fee - In the event that **PHILHEALTH** is compelled to commence arbitration or to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the 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

ORGANIC INTELLIGENCE CONSULTING INC.

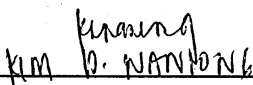

ATTY. ELI DINO D. SANTOS
 Officer-in-Charge,
 Office of the President and Chief Executive Officer


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

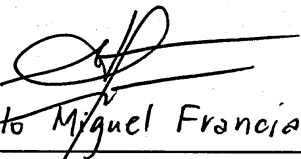
Recommending Approval:


NADINE B. NAVARRO
Acting Senior Manager,
Corporate Marketing Department

Signed in the presence of:



Witness
PhilHealth



Witness
ORGANIC INTELLIGENCE CONSULTING
INC.

ACKNOWLEDGEMENT

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

BEFORE ME, this 26 day of July 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 ID NO - 10143407


CARLO LUIS V. HEMEDES
Organic Intelligence Consulting Inc.

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DFA NCR EAST
13 JULY 2019

Known to me to be the same persons who executed the foregoing Contract on the Bidding for the Procurement of Conduct of Market Research and Development of a Rebranding Plan for PhilHealth consisting of one hundred eighty one (178) 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. LETICIA M. AMADOR
Notary Public
Pasig Pateros & San Juan
Valid Until December 01, 2023
Roll No. 2331
PTR DCE No. 2019-03/04/05/06
Lifetime JEP Member No. 04286
Official Receipt No. 07/1700, JEP Chapter
JEPLE Compliance No. VII-0000050/5-18-2019
Ground Flr. Armal Centre, U. Velasco, AVO,
Malinao, Pasig City