

**CONTRACT ON THE BIDDING FOR THE
PROCUREMENT OF PEST AND TERMITE CONTROL SERVICES
(IB No. EPA PTCS 2022-06-BA)**

THIS AGREEMENT made and entered into this AUG 18 day of 2022 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, 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 PhilHealth Secretary's Certificate, copy attached hereto as Annex "A";

-and-

POWER HOUSE PEST CONTROL SERVICES, 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 2422 R. Fernandez St. Galangin, Tondo 1013, Manila, represented herein by its General Manager/Owner, **ANNA MARIE M. ESCOBER**, (hereinafter called "POWER HOUSE"), duly authorized for this purpose as evidenced by **POWER HOUSE's** Special Power of Attorney, copy attached hereto as Annex "B".

WHEREAS, PHILHEALTH invited Bids for certain goods and ancillary services particularly on the **Procurement of Pest and Termite Control Services** and has accepted a Bid by **POWER HOUSE** for the supply of those goods in the sum of, **ONE HUNDRED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY PESOS (PhP187,770.00)** (hereinafter called "the Contract Price"),

On December 31, 2021, PhilHealth caused the publication of an Invitation to Bid for the procurement of Pest and Termite Control Services with an Approved Budget of the Contract (ABC) in the amount of One Hundred Eighty Nine Thousand Pesos (PhP189,000.00) in accordance with its 2022 Annual Procurement Plan.

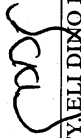
One (1) bidder submitted their bids on or before February 18, 2022. After opening the bids, **POWER HOUSE** was declared eligible having submitted the Lowest Calculated Bid (LCB).


PhilHealth subjected to post-qualification and after such proceedings, **POWER HOUSE's** bid in the amount of **ONE HUNDRED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY PESOS (PhP187,770.00)** was found to be the Single Calculated and Responsive Bid.


PhilHealth subsequently issued the Notice of Award to **POWER HOUSE** which the latter accepted on May 26, 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.


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


ANNA MARIE M. ESCOBER
General Manager/Owner
Power House Pest Control Services


LOLYTA V. TULIAO, CESO V
Senior Manager
Physical Resources & Infrastructure Department (PRID)

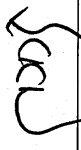

RAIGLEA ANN T. DELADIA
ADMINISTRATIVE ASSISTANT
POWER HOUSE PEST CONTROL SERVICES



PHILHEALTH


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:

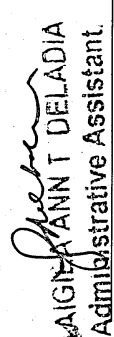
- (a) **PhilHealth's Secretary's Certificate (Annex "A");**
- (b) **POWER HOUSE's Special Power of Attorney (Annex "B");**
- (c) Philippine Bidding Documents (PBDs);
 - (i) **POWER HOUSE's Schedule of Requirements (Annex "C");**
 - (ii) **POWER HOUSE's Technical Proposal and its Appendices (Annex "D");**
 - (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) **POWER HOUSE Bid;**
 - (i) **PhilGEPS Registration Certificate (Annex "H");**
 - (ii) **Registration certificate from DTI (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) **Joint Venture Agreement (Annex "Q");**
 - (xi) **Net Financial Contracting Capacity (NFCC) (Annex "R");**
 - (xii) **Financial Bid Form (Annex "S");**
- (e) **Performance Security (Annex "T");**
- (f) **Notice of Award (Annex "U");**
- (g) **BAC-B Resolution No. 26, s. 2022 (Annex "V");**
- (h) **POWER HOUSE'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 "W");**
 - (ii) **Annual Income tax Return (ITR) for CY2020 (Annex "X");**
 - (iii) **Monthly Value Added Tax Declaration (BIR Form No. 2550-Q) and Quarterly Value Added Tax Return (BIR Form No. 2550-M) (Annex "Y"); and**
 - (iv) **Proof of Payment of PhilHealth Premium Contribution/ Pag-IBIG and SSS Contribution (Annex "Z").**
- (i) Other contract document that may be required by existing laws and/or the **PHILHEALTH** in the PBDs. **POWER HOUSE** 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 **ONE HUNDRED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY PESOS (Php187,770.00)** or such other sums as may


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


ANNA MARIE M. ESCOBAR
General Manager/Owner
Power House Pest Control Services


LOLITA V. TULIAO, CESOV
Senior Manager
Physical Resources & Infrastructure Department (PRID)


AIGNA ANN T. DELADIA
Administrative Assistant
WITNESS
POWER HOUSE PEST CONTROL SERVICES


WITNESS
PHILHEALTH

- be ascertained, **POWER HOUSE** 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. **POWER HOUSE** 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 **POWER HOUSE** or any of its personnel or representative, without prejudice to any other legal action that **PHILHEALTH** may have against **POWER HOUSE** 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 legal action, suit or proceeding arising out of or relating to the Contract 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 **POWER HOUSE** 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 **POWER HOUSE** 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

**POWER HOUSE PEST CONTROL
SERVICES**

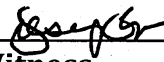

ANNA MARIE M. ESCOBER
General Manager/Owner

Recommending Approval:

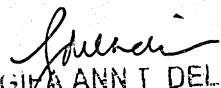


LOLITA V. TULIAO, CESO V
Senior Manager,
Physical Resources & Infrastructure Department (PRID)

Signed in the presence of:



Witness
PhilHealth



LAIGIZA ANN T DELADIA
Administrative Assistant
Witness

POWER HOUSE PEST CONTROL SERVICES

ACKNOWLEDGEMENT

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

BEFORE ME, this 26 day of AUG 26 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. 10187407

ANNA MARIE M. ESCOBER
General Manager/Owner

UMID ID No. 0003-977268-3

Known to me to be the same persons who executed the foregoing Contract on the Bidding for the Procurement of Pest and Termite Control Services consisting of two hundred nineteen (216) 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. JOHN EDWARD TRINIDAD ANG
Notary Public for and in the City of Manila
Notarial Commission No. 2020-033
Extended Under Biri 3799. Valid Until 12/31/2022
2nd Floor Midland Plaza Hotel, Adriatico st. Ermita, Manila
IBP NO 166318-10/25/2021 For 2021 Pasig City
Roll No 68731/ MCLE Compliance VII-001675