# CONTRACT AGREEMENT

Radio Blocktime

This contract is entered on \_\_\_\_\_ May 15, 2023 between:

PHILIPPINE HEALTH INSURANCE CORPORATION (hereinafter called "the Entity") and GMA NETWORK INC. (hereinafter called "the Supplier");

The PHILIPPINE HEALTH INSURANCE CORPORATION REGIONAL OFFICE IVA, a government owned and controlled corporation duly organized and existing by virtue of Republic Act No. 7875, as amended, with Regional Office at Lucena Grand Central Terminal, Brgy. Ilayang Dupay Lucena City, represented herein by its Regional Vice President DANILO M. REYNES, MD, MPA, who is authorized for this purpose through Corporate Order No. 2018-0026 New Delegation and Signing Authority (DSA), a copy of which is attached as Annex "A", hereinafter referred to as the "FIRST PARTY"

-and-

GMA NETWORK INC., a corporation duly registered with the Securities and Exchange Commission (SEC) and existing under the laws of the Republic of the Philippines with business address at <u>3F ANCOM Bldg., Merchan cor Evangelista Sts. Brgy. 6, Lucena City, Quezon</u>, represented herein by its Radio Station Manager, <u>ALEX C. VILLA</u>, hereinafter referred to as the "SECOND PARTY"

The **FIRST PARTY** and **SECOND PARTY** shall be individually referred to as "**PARTY**" and collectively referred to as "**PARTIES**".

#### WITNESSETH

That the **FIRST PARTY** and **SECOND PARTY** in consideration of the mutual covenants and agreement made herein, by one to the other, by these presents enter into a Contract Agreement whereby the **FIRST PARTY** secure the services of the **SECOND PARTY** wherein the latter will undertake to perform such services on the following terms and conditions:

- 1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Technical Specification referred to.
- 2. The Supplier's Bid or filled-out Request for Quotation shall form and be read and construed as part of this Agreement and attached hereto as Annex "B" and hereby agrees to provide the radio blocktime for:

Delivery Period	May to December 2023
12 episodes	1 hour of radio blocktime in FM Band or a total of 12 hours (QUEZON)
Total Contract Price	144,000.00



- In consideration of the payments to be made by the FIRST PARTY to the 3. SECOND PARTY as hereinafter mentioned, the SECOND PARTY hereby covenants with the **FIRST PARTY** to provide the radio blocktime and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- The FIRST PARTY hereby covenants to pay the SECOND PARTY in 4. consideration of the provision of the services and the remedying of defects therein the Contract Price in the manner prescribed by the contract.
- The contract price covers the costs of all Deliverables Items and Services and 5. includes all applicable taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance, cost of importation, transportation and delivery at the time and locations specified and other charges which may be imposed on the Product by foreign and local authorities.
- 6. The SECOND PARTY hereby covenants to serve in favor of the FIRST PARTY the Placement of Radio Blocktime (FM Band), in accordance with the technical specifications as stated in Annex "C" of this contract.
- 7. This contract agreement shall be payable in the total amount of **One Hundred** Forty Four Thousand Pesos (Php 144,000.00). The FIRST PARTY shall pay the SECOND PARTY through check upon submission of the SECOND PARTY of the STATEMENT OF BILLING ACCOUNT and other documentary requirements as may be required by the FIRST PARTY as condition for payment, provided that the same has been verified to be correct by the **FIRST PARTY.** The payment schedule shall be as follows:

Number of Episodes Conducted	Amount	
6	Php 72,000.00	
6	Php 72,000.00	
Total Contract Price	Php 144,000.00	

- 8. Contract duration starts from receipt of Contract by the SECOND PARTY and ends on December 31, 2023.
- Both PARTIES hereby warrant that they have the authority and capacity to 9. enter and sign in this contract.
- All other terms, conditions and stipulations accompanying this Contract together 10. with all proposals and all mandatory provisions of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184, shall form as integral parts of this contract between the PARTIES hereto.
- Any dispute, claim, or controversy that may arise from or in relation to this 11. Contract, involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled through amicable means.

In case of failure to settle amicably the dispute upon the lapse of thirty (30) days from either party's request for good faith negotiations or discussions with a view to amicably settling the dispute (or upon the lapse of such extended period as the parties may agree in writing) shall be submitted to arbitration in accordance with Republic Act 9285 (Alternative Dispute Resolution Act of 2004).

Any legal action necessary to promote arbitration or ancillary to such arbitration shall be instituted in the proper courts in Lucena City to the exclusion of other courts of equal jurisdiction.

ARON R. RIANO

dio Station Manager

PRO IV-A, Represented by:

12.	The <b>PARTIES</b> hereby certify that they have read or caused to be read	to them
	each and every provision of this Contract and that they have fully underst	ood the
	same.	1

day of <u>May</u>, 2023 at <u>Ucena</u> City.

PHILIPPINE HEALTH **INSURANCE CORPORATION**  GMA NETWORK INC.

Recommended by:

BENJIE A. CUVINAR Division Chief, MSD PRO IVA

Approved by:

DANILO M. REYNES, MD, MPA

FIRST PARTY RVP, PRO IVA by:

SECOND PARTY

**Badio Station Manager** 

SIGNED IN THE PRESENCE OF:

ARON R. RIANO

Witness

### **ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPIN CITY OF	NES) _) S.S.	
BEFORE ME, this	MAY 2023 day of g persons exhibiting to	2023, o me their respective
Identi	fication Card and No.	Date/Place of İssue
DANILO M. REYNES, MD, MPA Philippine Health Insurance Corpor	/	Upup 1-10-104
ALEX C. VILLA GMA Network Inc.	179-610-200 TINID	10/6/2017
Known to me to be the a Agreement consisting of five (5) pa which the acknowledgment is writ their free act and deed and that of the	ages, including the annoten and they acknowled	exes and this page on dged that the same is
WITNESS MY HAND AND first above written.	D NOTARIAL SEAL	on the date and place
Doc No. 277; Page No. Co; Book No. Co; Series of 2023.	Until Deci Roll MCLE No. 1. P.T.R. No. 1.	OR BUELA  ey PUBLIC  mografia  No 33756  or VII-0003642  230560/1-3-2023  Iceha City  4-038-991

Annex "C"



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
PhilHealth Regional Office IV-A
Queene Grand Central Terminal, Brgy, Ilayang Dupay, Lucena City
(042) 373-7554 @www.philhealth.gov.ph
PhilHealthRegion4A #Teamphilhealth

## TECHNICAL SPECIFICATIONS

## **Procurement of Advertising Expenses**

Division/ Section/ Unit.

ORVP-PAU

Project Title.

Placement of I hour Radio Blocktime in FM band

Quezon Province and Laguna Province

Purpose.

Sustain Information Awareness and Understanding on PhilHealth

policies and benefits

Target Conduct:

April to December 2023

Specification:

Province	No. of episodes	Length of program	Band
Laguna	12 episodes	1 hour	F1
Quezon	12 cpisodes	1 hour	EM

"Submission of justification letter for change of schedule as indicated in the contract

" Submission of Certificate of Performance Monthly

Prepared by:

Noted by:

JANELLE KRIZKIE T. VILLANUEVA

Administrative Aide VI (Clerk III)

SHARYLL OCARPIO

Approved Disapproved

DANILO M. REYNES, MD, MPA Regional Vice President

PhilHealth Regional Office IV A