

**CONTRACT ON THE BIDDING FOR THE
PROCUREMENT OF REDUNDANT ISP SUBSCRIPTION FOR
ONE (1) YEAR
[IB No. RISPS 2024-18-ITRA]**

THIS AGREEMENT made and entered into this _____ day of 20 NOV 2024 2024, in the City of _____, Metro Manila, by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION (PHILHEALTH), a government owned and controlled corporation duly organized and existing by virtue of Republic Act No. (RA) 7875, otherwise known as the "National Health Insurance Act", as amended by RA 9241 and RA 10606, with principal office address at 17th Floor, Citystate Centre Bldg., 709 Shaw Blvd. corner Oranbo Drive, Pasig City, represented herein by its President and Chief Executive Officer (PCEO), **EMMANUEL R. LEDESMA, JR.**, duly authorized to enter into this Contract, as evidenced by Secretary's Certificate, which is attached hereto as Annex "A", hereinafter referred to as the "**PHILHEALTH**";

-and-

EASTERN TELECOMMUNICATIONS PHILIPPINES, INC., herein after referred to as the "**EASTERN**", a corporation duly organized and existing under and by virtue of the law of the Republic of the Philippines, with office address at Telecom Plaza, 316 Sen. Gil J. Puyat Avenue, Salcedo Village, Makati City, represented herein by its Sales Head, **MICHAEL S. CASTAÑEDA** who is granted full power and authority to sign this agreement under Secretary's Certificate dated 16 July 2024, attached hereto as Annex "B",

WHEREAS, PHILHEALTH invited Bids for certain goods and ancillary services particularly on the **Procurement of Redundant ISP Subscription for One (1) Year** and has accepted the Bid by **EASTERN**, for the supply of those goods in the sum of **One Million Eight Thousand Pesos (P1,008,000.00)** (hereinafter called "**the Contract Price**").

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) **EASTERN's** Secretary's Certificate (**Annex "B"**);
 - (c) Philippine Bidding Documents (PBDs);
 - (i) Schedule of Requirements (**Annex "C"**);
 - (ii) Technical Specifications (**Annex "D"**);
 - (iii) General and Special Conditions of the Contract (**Annex "E"**); and
 - (iv) Bid Bulletin No. 01 (**Annex "F"**);
 - (d) **EASTERN's** Bid; including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted (**Annex "G"**);

The Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response

EMMANUEL R. LEDESMA, JR.
President and Chief Executive Officer
PhilHealth

MICHAEL S. CASTAÑEDA
Sales Head
Eastern Telecommunications Philippines, Inc.

JOYHA V. ARAGONA
Senior Vice President, Information Management Sector
PhilHealth

ALIAN M. DE VILLA
Witness
PhilHealth

DUANE L. CARINGAL
Witness
Eastern Telecommunications Philippines, Inc.

LEGASPI & REGALADO
ATTORNEYS AT LAW
EASTERN

request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

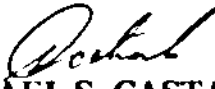
- (e) Performance Security (**Annex "H"**);
 - (f) Notice of Award of Contract and the Bidder's conforme thereto (**Annex "I"**); and,
 - (g) Other contract document that may be required by existing laws and/or the **PHILHEALTH** in the PBDs. **EASTERN** agrees that the additional contract documents 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 Million Eight Thousand Pesos (P1,008,000.00)** or such other sums as may be ascertained, **EASTERN** agrees to provide the **Procurement of Redundant ISP Subscription for One (1) Year** and to remedy defects therein within the warranty period in accordance with its Bid.
4. **PHILHEALTH** agrees to pay **EASTERN** the above-mentioned sum in accordance with the terms of the Bidding.

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.

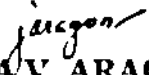
**PHILIPPINE HEALTH INSURANCE
CORPORATION**

**EASTERN TELECOMMUNICATIONS
PHILIPPINES, INC.**

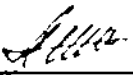

EMMANUEL R. LEDESMA, JR.
President and Chief Executive Officer



MICHAEL S. CASTAÑEDA
Sales Head

Recommending Approval:


JOVITA V. ARAGONA
Senior Vice President
Information Management Sector

Signed in the presence of:


ALLAN M. DE VILLA
Witness
PhilHealth


DUANE L. CARINGAL
Witness
Eastern Telecommunications
Philippines, Inc.



