

**CONTRACT FOR SUBSCRIPTION OF SHORT MESSAGING SERVICES
(SMS) BULK MESSAGING SERVICES FOR PHILHEALTH REGIONAL
OFFICE III (PRO III)**

THIS AGREEMENT made and entered into this DEC 17 2024, 2024
between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation created and existing by virtue of R.A. 7875, as amended by R.A. 9241 and R.A. 10606, otherwise known as the "National Health Insurance Act of 2013" and R.A. 11223, otherwise known as the "Universal Health Care Act", with office address at 19th Floor, City State Center Bldg., 709 Shaw Blvd., Barangay Oranbo, Pasig City, represented herein by its **Acting Vice President of PhilHealth Regional Office III (PRO III) HENRY V. ALMANON**, with office address at PhilHealth Bldg., No. 168 Lazatin Blvd., San Agustin, City of San Fernando, Pampanga, duly authorized to enter into this Contract, as evidenced by Corporate Order No. 2018-0026 New Delegation and Signing Authority (DSA) in the Head Office and Regional Offices dated April 10, 2018, which is attached hereto as Annex "A", hereinafter referred to as the "**PHIC**"

-and-

SMART COMMUNICATIONS, INC. a private corporation duly registered, organized and existing under the laws of the Republic of the Philippines and registered with Securities and Exchange Commission (SEC) with Certificate No. 186066 with business address at 6799 Ayala Avenue, Makati City, Metro Manila, NCR, represented herein by its **First Vice President, ALBERT MITCHELL L. LOCSIN**, duly authorized to enter into Contract, as evidenced by Secretary's Certificate dated May 8, 2024, which is attached hereto as Annex "B", hereinafter referred to as "**SERVICE PROVIDER**"

WHEREAS, the **PHIC** invited Bidders for the subscription of Short Messaging Services (SMS) Bulk Messaging Services by posting the Invitation to Bid (IB) in the PhilGEPS and PhilHealth website and in conspicuous place in PRO III Building with bulletin board reserved for posting, pursuant to *Section 21. Advertising and Contents of the Invitation to Bid of RIRR of R.A. 9184*;

WHEREAS, the **Service Provider** warrants its capacity to provide the necessary services contemplated under this Agreement.

WHEREAS, **PHIC** has accepted a Bid by "**SERVICE PROVIDER**" for the subscription of Short Messaging Services (SMS) Bulk Messaging Services 2024-004A-G for PRO III in the sum of ONE MILLION FOURTY-FOUR THOUSAND SIX HUNDRED THIRTY PESOS (Php 1,044,630.00) (hereinafter called "the Contract

Price"). The **Service Provider** is expected to work in parallel with the Information Technology Management Section of PhilHealth Regional Office III all throughout the duration of the project, which includes but not limited to: installation, orientation/training, testing of SMS Bulk Messaging platform/API/Web Services.

WHEREAS, the **Service Provider**, must have necessary technical support and assistance to ensure minimal downtime on PhilHealth's messaging process.

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 integral part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs):
 - i. Schedule of Requirements;
 - ii. Technical Specification/Terms of Reference;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. 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 to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - d. Performance Security;
 - e. Notice of Award of Contract, and the Bidder's conforme thereto;
 - f. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that 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.



HENRY V. ALMAZAN
Acting Vice President, PRO III


ALBERT MITCHELL L. LOCSIN
First Vice President

3. The project shall provide SMS Bulk Messaging Services and Platform from the start of the contract until December 31, 2024, or until renewed;
4. As General Requirements, the **Service Provider** shall provide the following:
 - i. Capability of:
 1. Sending of at least 100 SMS messages per second to send an average of 2,321,400 records within the service period;
 2. Queuing SMS messages for up to 24 hours if the recipient is unreachable, and scheduling of sending message;
 3. Generating compete SMS sending transactions status/report such as but not limited to:
 - a. Date and time of sent messages
 - b. Recipient/sender mobile number
 - c. Status of outgoing messages (pending, complete, failed, etc.)
 - d. Monitoring report
 4. Generating reports in different file formats (.csv., xls., .txt)
 5. Extracting files or exporting at least hundred thousands of records to store/save in the portal and for instant dispatch;
 6. Personalizing/set-up of templates/message easily;
 - ii. Availability of an SMS Bulk Messaging Platform/API for integration to existing database or uploading of records;
 - iii. Dashboard for analytics and reporting;
 - iv. Supports two-way SMS traffic for interactive communications;
 - v. Flat SMS rate for all cellular providers in the Philippines;
 - vi. No devise or system to maintain for cloud based solution;
 - vii. Unsuccessful message/text should not be charged/billed;
 - viii. Monthly billing should indicate/include details of charges
5. The provision of this contract shall be governed by the laws of the Philippines. In any case of conflict arising from the interpretation or application of the provisions of this Agreement, the parties shall immediately exhaust earnest efforts an amicable settlement of the issues, through mutual consultation and other available alternative means of dispute resolution. It is a condition precedent to any legal action or proceeding arising under this Contract, which shall be exclusively before the competent courts of Pampanga.
6. In consideration for the sum ONE MILLION FORTY-FOUR THOUSAND SIX HUNDRED THIRTY PESOS (**Php 1,044,630.00**) or such other sums as may be ascertained, "**SERVICE PROVIDER**" agrees to provide the subscription of Short Messaging Services (SMS) Bulk Messaging Services 2024-004A-G to PhilHealth Regional Office III in accordance with his/her/its Bid.


The **PHIC** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.


HENRY V. ALMAZAN
Acting Vice President, PRO III


ALBERT MITCHELL L. LOC SIN
First Vice President

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 (PHIC)



HENRY V. ALMANON
Acting Vice President, PRO III

SMART COMMUNICATIONS,
INC.


ALBERT MITCHELL L. LOCSIN
First Vice President

Signed in the Presence of:


NARIZA MARJORIE V. PAEZ
Information Technology Officer II


JACOB B. BALAYAN
Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of San Fernando, Pampanga) S.S.

BEFORE ME, a Notary Public for and in the City of San Fernando, Pampanga, Philippines this _____ day of DEC 17 2024, 2024, personally appeared the parties abovementioned and who presented to me the following forms of identification:


| Name of Party | Type of ID Presented | ID Number |
|---|----------------------|-----------|
| HENRY V. ALMANON Acting Vice President – PRO III | | |
| ALBERT MITCHELL L. LOCSIN First Vice President | Passport | P7073005A |

known to me to be the same persons who executed the foregoing Contract Agreement, consisting of four (4) pages including this page on which the acknowledgement is written but excluding the annexes, signed by the parties and their witness on each and every page 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.

Notary Public

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Page No. 37
Book No. 151
Series of 2024.


ARLOTA DELA CRUZ-MANALO
Notary Public
Notarial Commission: 26-24
Until December 31, 2025
IBP No. 3278:09/12-13-2023 / Pampanga
PTR No. PAM-6275450:01-02-2024 / Pampanga
R.C. 37808
MCLE VII-0003702 / 09-08-23
2nd Floor Jomaler BLDG., Dolores,
City of San Fernando, Pampanga