

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) entered into by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a Government-Owned and Controlled Corporation duly organized and existing by virtue of Republic Act (R.A.) No. 7875 as amended by R.A. No. 9241 and R.A. No. 10606 otherwise known as the National Health Insurance Act of 2013, with principal office address at No. 709, City State Center Bldg., Shaw Blvd., Pasig City, duly represented herein by its President & Chief Executive Officer, **ATTY. ALEXANDER A. PADILLA**, who is duly authorized for the purpose, and hereinafter referred to as "**PHILHEALTH**";

- and -

BANGKO SENTRAL NG PILIPINAS, a government instrumentality created and existing by virtue of Republic Act No. 7653, with main office at corner A. Mabini and P. Ocampo Sr. Streets, Malate, Manila, represented by the Assistant Governor of the Security Plant Complex, **DAHLIA D. LUNA**, who is duly authorized for the purpose, hereinafter referred to as the "**BSP**";

WITNESSETH THAT

WHEREAS, PHILHEALTH, in celebration of its 20th Anniversary this Current Year (CY) 2015, shall release a new set of **Commemorative Medals** to partner institutions, foreign visitors, and other stakeholders who will be recognized /honoured by the Corporation;

WHEREAS, BSP, the sole government entity mandated under the laws of the Philippines to produce commemorative medallions, submitted a price quotation for the supply and delivery of **Commemorative Medals** for the 20th Anniversary Celebration of **PHILHEALTH**;

WHEREAS, BAC GS Resolution No. 082, s. 2015 approved the procurement of a new set of **Commemorative Medals** for the 20th Anniversary Celebration of **PHILHEALTH**, through **Negotiated Procurement (Agency-to-Agency)** between **PHILHEALTH** and **BSP**;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree and bind themselves as follows:

I. GENERAL PROVISIONS:

1. This Agreement between **PhilHealth** and **BSP** shall be for the supply and delivery of a new set of **Commemorative Medals** with a quantity of Seven Hundred (700) pieces for the 20th Anniversary Celebration of **PHILHEALTH**;
2. The following Annexes, attached to this Agreement, shall be deemed to form part and made an integral part of this Agreement:

Annex A	Terms of Reference
Annex B	BAC GS Resolution No. 082, s. 2015
Annex C	Price Quotation from BSP dated 14 April 2015
Annex D	Certificate Availability of Funds (CAF)

II. OBLIGATIONS OF BSP:

1. **BSP** shall supply and deliver seven hundred (700) pieces of **Commemorative Medals** with the following specifications in accordance with the Price Quotation from BSP:

Material	Nordic Gold (89% Copper, 5% Aluminum, 5% Zinc, 1% Tin)
Diameter	34.0 mm
Thickness	2.4 mm
Weight	15.0 grams
Quality	Brilliant Uncirculated (BU)
Edge	Milled
Insertion	Each medal shall be accompanied by a numbered descriptive Insert

2. **BSP** shall deliver the **Commemorative Medals** three (3) months after receipt of confirmed order through signed quotation/conforme and copy of CAF.

III. OBLIGATIONS OF PHILHEALTH:

1. **PHILHEALTH** shall provide **BSP** with the designs to be depicted on the **Commemorative Medals**;
2. **PHILHEALTH** shall provide **BSP** with the text for the numbered descriptive inserts;
3. For the complete delivery and acceptance by **PHILHEALTH** of the **Commemorative Medals**, **PHILHEALTH** shall pay **BSP** the total amount stated in **Article IV** of this Agreement.

IV. TERMS OF PAYMENT:

1. The price of the **Commemorative Medals** shall be based on the following particulars:

PARTICULARS	COST
Minting Cost	PhP240.00
Plastic Capsule	120.00
Presentation Box with laser engraving	470.00
Gold-Plating Services	130.00
Sub-Total	960.00
Add: 12% e-VAT	115.20
Total price per piece	PhP1,075.20
TOTAL CONTRACT PRICE	PhP752,640.00

2. Upon complete delivery and acceptance by **PHILHEALTH** of the Seven Hundred (700) Pieces **Commemorative Medals**, and after submission of the **STATEMENT OF BILLING ACCOUNT** together with all other documentary requirements by **BSP**, **PHILHEALTH** shall pay, within fifteen (15) working days, the sum representing the full total contract price amounting to **Seven Hundred Fifty-Two Thousand Six Hundred Forty Pesos (PhP 752,640.00)** of the **Commemorative Medals** delivered to and accepted by **PHILHEALTH** as indicated in the invoice/statement of billing account.

V. AMENDMENTS:

No amendment or modification of any of the terms and conditions of this Agreement shall be valid unless evidenced by a written agreement executed by the respective authorized representatives of both parties.

VI. TERMINATION:

The termination of this Agreement shall be governed by the provisions of GPPB Resolution No. 018-2004, as amended, or the Guidelines for Termination of Contracts.

VII. FORCE MAJEURE:

1. If by reason of *Force Majeure*, either party (the "**Frustrated Party**") is delayed or unable, in whole or in part, to perform or comply with any obligations or covenant of this Agreement, the **Frustrated Party** will be relieved of liability and will suffer no prejudice for failing to perform or comply during the continuance of the *Force Majeure* and to the extent of the inability so caused from and after the happening of the event of *Force Majeure*, provided that, it gives to the other party prompt notice, which shall not be later than five (5) days after the happening of the *Force Majeure*, of such inability and full particulars of the cause. If notice is not promptly given, then the **Frustrated Party** will only be relieved from the performance of its obligations and covenant after such notice is given to the other party.

The **Frustrated Party** will use reasonable efforts to remedy the situation and remove, so far as possible, with reasonable dispatch, the cause of its inability to perform or comply. The **Frustrated Party** will give prompt notice of cessation of *Force Majeure*, which shall not be later than five (5) days after the cessation of the *Force Majeure*.

2. In the event that, due to *Force Majeure*, performance by a party is suspended, the parties shall contact and/or meet each other immediately in order to agree upon the best solution in the circumstances regarding the arrangements set out in this Agreement.

VIII. MISCELLANEOUS PROVISIONS:

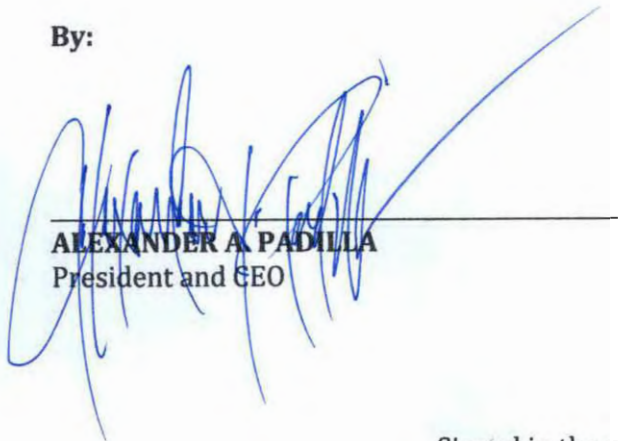
1. The parties are independent of each other, and nothing in this Agreement shall be construed so as to constitute the parties as partners, joint ventures, agents, employees or representatives of the other for any purpose whatsoever.
2. If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.
3. No failure, omission or delay of any of the parties in exercising any of its rights, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.
4. It is further stipulated and expressly understood that existing laws, rules, regulations in so far as not inconsistent or modified by the contract, shall form part and parcel of this Agreement.
5. In case of conflict arising from this Agreement, both Parties agree to freely and voluntarily submit themselves to arbitration process pursuant to Presidential Decree No. 242.

IN WITNESS, WHEREOF, the Parties have hereunto affixed their signature this ___ day of ___ 2015 at the City of ___.

PHILIPPINE HEALTH INSURANCE CORPORATION (PHILHEALTH)

BANGKO SENTRAL NG PILIPINAS (BSP)

By:



ALEXANDER A. PADILLA
President and CEO

By:



DAHLIA D. LUNA
Assistant Governor
Security Plant Complex

Signed in the presence of:



DR. ISRAEL FRANCIS A. PARGAS
OIC-Vice President
Corporate Affairs Group



ERLINDA R. DERRAMAS
Officer-in-Charge, MROD

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF **PASIG CITY**

BEFORE ME, this FEB 24 2016 day of _____ 2015, personally appeared the following person exhibiting to me her respective Government-issued ID, to wit:

Name	Government Issued ID No.	Date /Place Issued
DAHLIA D. LUNA Assistant Governor Security Plant Complex Bangko Sentral ng Pilipinas	LICENSE NO. NOI -87-094281	02 JANUARY 2015 QUEZON CITY

Known to me to be the same person who executed the foregoing Memorandum of Agreement consisting of six (6) pages including this page on which the acknowledgement is written and she acknowledged that the same is her free act and deed and that of the corporation being represented.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc No. 145
Page No. 29
Book No. 1
Series of 2016.

[Signature]
ATTY. BENIGNO M. MENDOZA
 NOTARY PUBLIC
 PTR NO. 0380253 / 1-06-15 / PASIG CITY
 IBP NO. 0983640 / 1-06-15 / PASIG CITY
 VALID UNTIL DEC. 31, 2016
 TIN NO. 113-425-074-000
 MCL NO. IV0001109 1-4-11
 ROLL NO. 15636
 RM 104 MN SQ. BLDG. 678 SHAW BLVD
 KAPITOLYO PASIG CITY

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF **PASIG CITY**

BEFORE ME, this FEB 24 day of 2016 2015, personally appeared the following person exhibiting to me his respective Government-issued ID, to wit:

Name	Government Issued ID No.	Date /Place Issued
ALEXANDER A. PADILLA President and CEO Philippine Health Insurance Corporation	COMPANY ID 10807110	JUNE 2013, PASIG CITY

Known to me to be the same person who executed the foregoing Memorandum of Agreement consisting of six (6) pages including this page on which the acknowledgement is written and he acknowledged that the same is his free act and deed and that of the corporation being represented.

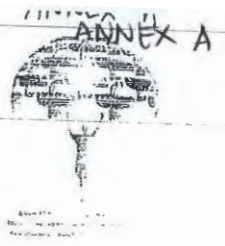
WITNESS MY HAND AND SEAL on the date and place first above written.

Doc No. 145
Page No. 29
Book No. 7
Series of 2015.

ATTY. BENIGNO M. PUINO
NOTARY PUBLIC
~~PTR NO. 0380255 / 1-06-15 / PASIG CITY~~
~~IBP NO. 0983648 / 1-06-15 / PASIG CITY~~
VALID UNTIL DEC. 31, 2016
TIN NO. 113-425-074-000
MCLE NO. 1V0001109 1-4-11
ROLL NO. 15636
RM 104 MN SQ. BLDG. 678 SHAW BLVD
KAPITOLYO PASIG CITY

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION

Citystate Centre, 709 Shaw Boulevard, Pasig City
Call Center: (02) 441-7442 Trunkline: (02) 441-7444
www.philhealth.gov.ph



TERMS OF REFERENCE

I. PROJECT PROCUREMENT OF NEW SET OF COMMEMORATIVE MEDALS FOR PHILHEALTH'S 20TH ANNIVERSARY THIS 2015

II. RATIONALE

To lay emphasis on the significance of celebrating PhilHealth's 20th Anniversary this year, the Corporate Affairs Group (CAG), through the Corporate Marketing Department (CorMar), proposes to release a new set of PhilHealth commemorative medals to a specified audience.

The commemorative medal shall serve as a memento of the Corporation's twenty (20) years of dedicated public service as it continuously propels towards the full realization of Universal Health Care (UHC). Hence, it is but fitting to award this special token to partners and stakeholders who have become part of 2 decades of PhilHealth's existence.

As these are lifetime souvenirs, it is anticipated that granting these commemorative medals to target recipients shall rekindle their pride and support for PhilHealth's thrusts.

III. METHODOLOGY

It is proposed, as with the first batch of procured commemorative medals, that these be once again ordered from *Bangko Sentral ng Pilipinas (BSP)* through an *agency-to-agency* engagement. Through the years, the BSP has been known for products such as this and has issued various medals and coins in gold and silver to commemorate important historical events including visits to the country by heads of states. Moreover, the "micro letters" embedded in the medals they produce is a feature only BSP offers.

The production of medals offered by BSP also includes packaging, specifically with capsule and presentation box; hence, the CAG proposes that the said institution be fully engaged in this undertaking.

III. BUDGETARY REQUIREMENTS

For this purpose, the CAG proposes to release a new set of Commemorative Medals - with a quantity of seven hundred (700) pieces -- to partner institutions, foreign visitors, and other stakeholders. The medals shall specifically serve as a token of appreciation to all stakeholders who will be recognized/honored by the Corporation.

Please see attached Annex regarding the approximate amount of funds needed for this endeavor.

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Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION

Citystate Centre, 709 Shaw Boulevard, Pasig City
Call Center: (02) 441-7442 Trunkline (02) 441-7444
www.philhealth.gov.ph

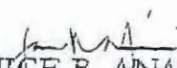


IV. TIMELINES

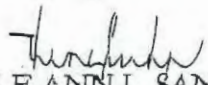
The following shall be the timelines for this project:

May-June 2015	Preparation of procurement documents
July - September 2015	Production
September 2015	Target date of delivery of commemorative medals

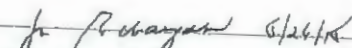
Prepared by:


JANICE B. ANASTACIO
Chief Social Insurance Specialist
Corporate Marketing Department

Recommending Approval:


ROCHELLE ANN L. SAN PEDRO
OIC - Senior Manager
Corporate Marketing Department

Approved by:


DR. ISRAEL FRANCIS A. PARGAS
OIC - Vice President
Corporate Affairs Group

ANNEX A

Budgetary Requirements for Procurement of New Set of Commemorative Medals
for PhilHealth's 20th Anniversary

A commemorative medal with packaging is priced at:

Minting Cost	P 240
Plastic Capsule	120
Presentation Box with Laser Engraving	470
Gold-plating Services	130
Add: 12 % E- VAT	115.20
	1,075.20 / medal

P 1,075.20 / piece x 700 pieces (quantity to be procured)
= P 752,640.00

This amount shall be charged to the Corporate Operating Budget of the Corporate Marketing Department, subject to the usual accounting and auditing rules and regulations.

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BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (BAC-GS)
RESOLUTION NO. 002, s. 2015

RESOLUTION RECOMMENDING THAT THE PROCUREMENT OF NEW SET OF COMMEMORATIVE MEDALS FOR PHILHEALTH'S 20TH ANNIVERSARY CELEBRATION UNDER CERTIFICATE OF AVAILABILITY OF FUNDS (CAF) NO. 2015-05-46 BE COURSED THROUGH "NEGOTIATED PROCUREMENT VIA AGENCY-TO-AGENCY" WITH THE BANGKO SENTRAL NG PILIPINAS (BSP) PURSUANT TO SECTION 53.5 OF THE REVISED IRR OF R.A. 9184 AND GPPB RESOLUTION NO. 18-2007

WHEREAS, the Corporate Marketing Department (CorMar) has proposed the inclusion of the project Procurement of Commemorative Medals for PhilHealth's 20th Anniversary Celebration in the 2015 Annual Procurement Plan (APP) updating;

WHEREAS, the procurement of Commemorative Medals for PhilHealth's 20th Anniversary Celebration under CAF No. 2015-05-46 was endorsed to the BAC-GS for the determination of the mode of procurement;

WHEREAS, attached to the indorsement of the CorMar are the following documents: (1) Purchase Request (PR) No. 15-0625, (2) Approved Budget for the Contract (ABC), (3) Terms of Reference (TOR), (4) Justification letter dated 21 May 2015, (5) Quotation from BSP, and (6) Certification from BSP signed by the Director;

WHEREAS, the BAC-GS noted that the subject procurement project has a total Approved Budget for the Contract (ABC) of Seven Hundred Fifty Two Thousand Six Hundred Forty Pesos (PhP752,640.00);

WHEREAS, the BAC-GS considered Section 53.5 of the Revised IRR of R.A. 9184, which states that:

"Section 53 Negotiated Procurement

"Negotiated Procurement is a method of procurement of goods, infrastructure projects and consulting services, whereby the procuring entity directly negotiates a contract with a technically, legally and financially capable supplier, contractor or consultant only in the following cases:

x x x

53.5 Agency to Agency - "Procurement of infrastructure projects, consulting services, and goods from another agency of the GOP, such as the PS-DBM, which is tasked with a centralized procurement of Common-Use Supplies for the GOP in accordance with Letters of Instruction No. 755 and Executive Order No. 359, series of 1989";

WHEREAS, the BAC-GS also considered Section 2 of GPPB Resolution No. 18-2007, which states that:

"2. PURPOSE

x x x government agency may procure from another government agency without need of public bidding pursuant to the 1st paragraph of Section 53 (e) of the IRR-A of R.A. 9184 (hereinafter, referred to as Agency-to-Agency Agreements)."

WHEREAS, based on the justification submitted by the ComMar, the Bangko Sentral ng Pilipinas (BSP) has been specifically identified and chosen to produce a new set of Commemorative Medals for PhilHealth's 20th Anniversary this year. The BSP produced the initial batch of PhilHealth Commemorative Medals released in February this year, being the sole agency with the mandate to deliver the goods and services required by PhilHealth in this undertaking. BSP also owns or has access to the necessary tools and equipment required for the project. Furthermore, BSP has the mandate to mint coins and produce commemorative medals wherein the highlight is the use of the technology of imprinting "micro letters";

NOW, THEREFORE, the BAC-GS resolves to recommend that the Procurement of New Set Commemorative Medals for PhilHealth's 20th Anniversary under ABC No. 2014-10-224 be coursed through "Negotiated Procurement via Agency-to-Agency" with the Bangko Sentral ng Pilipinas (BSP) pursuant to Section 53.5 of the Revised IRR and GPPB Resolution No. 18-2007.

IT IS SO RESOLVED.

Signed this 16th day of June 2015 at Pasig City.

On Official Travel
SVP EDGAR JULIO S. ASUNCION
Chairperson

ATTY. ALFREDO B. PINEDA II
Vice-Chairperson

SM ANN MARIE C. SAN ANDRES
Member

SM MARIA SOPHIA B. VARLEZ
Member

OIC-SM JENNIFER S. RACA, M.D.
Member

ATTY. ERNESTO P. BARBADO, JR.
Member

OIC-SM ROCHELLE L. SAN PEDRO
Member, End-User

APPROVED
 DISAPPROVED
 Others

ALEXANDER A. PADILLA
President and CEO

Date Signed:

BAC-CERTIFIED TRUE COPY

Resolution recommending that the Procurement of New Set of Commemorative Medals for PhilHealth's 20th Anniversary Celebration under Certificate of Availability of Funds (CAF) No. 2015-05-46 be coursed through "Negotiated Procurement via Agency-to-Agency" with the Bangko Sentral ng Pilipinas (BSP) pursuant to Section 53.5 of the Revised IRR of R.A. 9184 and GPPB Resolution No. 18-2007

SECURITY PLANT COMPLEX
Mint and Refinery Operations Department

14 April 2015

MS. JANICE BIBAL-ANASTACIO
Chief Social Insurance Specialist
Corporate Marketing Department
Philippine Health Insurance Corporation (PhilHealth)

Dear Ms. Bibal-Anastacio:

As requested in your email dated 30 March 2015 regarding your intention to order an additional quantity of 700 sets of commemorative medals celebrating the 20th anniversary of PhilHealth, we are pleased to submit our quotation, specifications and terms and conditions for the job, as follows:

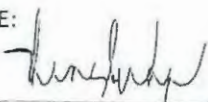
PRICE	PARTICULARS	Price per piece for 700 sets
	Minting Cost	Php 240.00
	Plastic Capsule	120.00
	Presentation Box with Laser Engraving	470.00
	Gold Plating Services	130.00
	SUB-TOTAL	960.00
	Add : 12% E-VAT	115.20
	COST PER PIECE	Php 1,075.20
SPECIFICATIONS	Material – Nordic "gold" (89% Copper, 5% Aluminum, 5% Zinc, 1% Tin) Diameter / Thickness / Weight – 34.0 mm / 2.4 mm / 15.0 grams Quality / Edge – Brilliant Uncirculated (BU) / Milled Inclusion – Each medal will be accompanied by a numbered descriptive insert (PhilHealth to provide the text for the insert)	
TERMS AND CONDITIONS	Terms of Payment a. All prices are indicative and subject to change b. A funded Purchase Order or a Certificate of Availability of Funds issued by PhilHealth is required c. Validity of this quotation – 60 days from receipt of this letter-quotation d. Delivery Date – Three (3) months after receipt of confirmed order	

Thank you.


NANETTE A. ELLA
Director

If you agree to the above, please indicate your conforme by signing below and return to MROD via fax number 926-2594

CONFORME:


ROCHELLE ANN L. SAN PEDRO
(Signature over printed name)

7/20/15
Date



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
 (incorporated under the laws of the Philippines)
 709 Shaw Boulevard, Pasig City

CERTIFICATE OF AVAILABILITY OF FUNDS [CAF]

Cost Center: _____

ROF#: 05-2015-158 Date: MAY 26, 2015
 CAF#: 2015-05-46 Date: MAY 28 2015

Particulars	Account Code (to be filled-out by Budget)	Amount
Payment for the Procurement of Commemorative Medal amounting to Seven Hundred Fifty-Two Thousand Six Hundred Forty Pesos	(Inclusive of VAT)	752,640.00
75.20 per piece times 700 pieces		
Total		752,640.00

Requested by:	Funds Available: ₱ 752,640	Certification:									
Certified: Charges to budget necessary, lawful and for my direct supervision Signature: <u>[Signature]</u> Printed Name: <u>ROCHELLE ANN L. SAN PEDRO</u> Position: <u>OIC-Senior Manager</u> Department: <u>Corporate Marketing Department</u>	Certified: Budget Available and earmarked for the purpose, as indicated above. Signature: <u>[Signature]</u> Printed Name: <u>MARILOU M. NAVARROZA</u> Position: <u>Division Chief, Budget Division</u> Date: <u>5/28/15</u>	Certified: Funds are available for disbursement herein described; in the amount specified above Signature: <u>[Signature]</u> Printed Name: <u>JUVY D. BALOLONG</u> Position: <u>OIC - AIC Division Chief</u> Date: <u>5/28/15</u>									
Remarks: COB 2015	Remarks: TRUST FUND:	Remarks: Commemorative medal									
<table border="1"> <thead> <tr> <th>FPA</th> <th>EXP CODE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>COB-1076</td> <td>707-00</td> <td>(752,640)</td> </tr> <tr> <td colspan="3" style="text-align: right;">Total 752,640</td> </tr> </tbody> </table>			FPA	EXP CODE	AMOUNT	COB-1076	707-00	(752,640)	Total 752,640		
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