

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into this DEC 22 2020 day of _____, 2020, by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government-owned and controlled corporation created and existing by virtue of R.A. 7875, as amended by RA 10606, with office address at 17th Floor, CityState Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by the President and CEO, ATTY. DANTE A. GIERRAN, CPA hereinafter referred to as "PHILHEALTH".

-and-

NATIONAL PRINTING OFFICE (NPO), a Recognized Government Printer, an entity existing under the laws of the Republic of the Philippines, with office address at EDSA corner NIA North Road, Diliman, Quezon City, represented herein by its Director FRANCISCO V. VALES, JR., hereinafter referred to as "NPO".

ANTECEDENTS, That:

PHILHEALTH desires to procure the services of NPO for the Procurement of 3,500,000 sets of its PhilHealth Official Receipt (POR);

Section 1.2 of the Government Procurement Policy Board (GPPB) Resolution 05-2010 provides that printing of Accountable Forms and Sensitive High Quality / Volume Requirements shall only be undertaken by the recognized government printers, which includes NPO;

The Bids and Awards Committee for Goods and Services (BAC-GS) Resolution No. 12, s. 2020 states that among the RGPs, NPO quoted a price that is within the Approved Budget for the Contract (ABC) for the Procurement of 3,500,000 sets of PhilHealth Official Receipt (POR);

NPO has agreed to provide the requirements under the terms and conditions set by PHILHEALTH in this contract;

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (b) Notice of Award (Annex "A");
- (c) BAC-ITR Resolution No. 12, s. 2020 (Annex "B");
- (d) Corporate Order No. 2018-0026 (Annex "C"); and
- (e) Director IV Francisco V. Vales, Jr. Appointment Paper and Oath of Office (Annex "D").

Accordingly, the parties agree on the following terms and conditions:

ARTICLE 1
DUTIES AND RESPONSIBILITIES OF NATIONAL PRINTING OFFICE

1.1 NPO shall deliver to PhilHealth the 3,500,000 sets of PhilHealth Official Receipt (POR) with the following specifications:

Scope of Work:

- a. Job Title
Procurement of PhilHealth Official Receipt (POR)
Specialized Official Receipt in Continuous Form
- b. Quantity
3,500,000 sets/3,500 boxes
- c. Size
Vertical Length : 8 inches
Horizontal Length : 5 inches
- d. Material
Colored Carbonless Paper
Impression must be clear up to the last ply.

Note:

Texture quality of the paper and ink use from 1st to 3rd ply should be exactly the same as the attached sample copies to be provided to NPO.

- 1st Ply – White Carbonless Paper (PAYOR'S COPY)
- 2nd Ply – Green Carbonless Paper (COMPTROLLERSHIP OFFICE'S COPY)
- 3rd Ply – Pink Carbonless Paper (CASHIER'S COPY)

One color print for text (Black)
With back to back tinting color
With both side perforation

Note:

Perforated sheets should be evenly perforated/ aligned

- e. Process
Typeset/ Offset
- f. Serial Numbers
Pre-Numbered (8 Digits)
All Numeric (Crash Numbering)
3,500,000 sets (94255001-97755000)
- g. Packaging
Serial Numbers must be posted on two (2) opposite sides of the box.
@ 1,000 sets/box
- h. Others

PhilHealth logo printed in UV ink at the center
Micro print "PhilHealth" on the top of the word
(Amount in words)

ATTY. DANTE A. TIERRAN, CPA
President and Chief Executive Officer
PhilHealth

FRANCISCO V. VALES, JR.
Director II, National Printing Office

NERISSA R. SANTIAGO
Acting Executive Vice President
and Chief Operating Officer

ATTY. MA. EMILY P. ROQUE, CPA
Acting Senior Vice President
Fund Management Sector

MARIA LOURDES V. NAGUIT
Acting Senior Manager
Treasury Department

Note:
PhilHealth Logo should be based on the standard corporate identity elements (copy attached).

Republic of the Philippines Logo should be on the standard identity elements.

Presentation of proof to PHILHEALTH shall be within four (4) working days after the acceptance of the Notice to Proceed.

1.2 **Delivery Schedule**

NPO shall deliver the 3,500,000 sets of PhilHealth Official Receipt (POR) and Delivery Receipt/ Invoices to the PhilHealth Head Office, Room 1612 16th Floor, CityState Centre Bldg., 709 Shaw Blvd., Brgy. Oranbo, Pasig City.

Schedule of Delivery	PhilHealth Official Receipt			Delivery Date
	Set(s)	Box(s)	Series Nos. From - To	
1 st	700,000	700	94255001 94955000	15 Days after Notice to Proceed
2 nd	700,000	700	94955001 95655000	15 Days after 1 st Delivery
3 rd	700,000	700	95655001 96355000	15 Days after 2 nd Delivery
4 th	700,000	700	96355001 97055000	15 Days after 3 rd Delivery
5 th	700,000	700	97055001 97755000	15 Days after 4 th Delivery

All deliveries should be accompanied by the following documents:

- a. Original Memorandum of Agreement;
- b. Invoice indicating the winning supplier's name as approved by the Bureau of Internal Revenue; and
- c. Delivery Receipt.

1.3 **NPO** as the appropriate Recognized Government Printer (RGP) engaged by **PHILHEALTH** shall directly undertake the printing services for the contract entered into, and cannot engage, subcontract or assign any private printer to undertake the performance of the printing service.

ARTICLE 2
CONTRACT PRICE AND PAYMENT

- 2.1. **PHILHEALTH** shall pay **NPO** the total contract price of **PhP4,200,000.00** at **ONE PESO and TWENTY CENTAVOS (PhP1.20)** per set, inclusive of Value-Added Tax and other government required fees and taxes.
- 2.2. **NPO** shall submit the Statement or Billing of Account. **PHILHEALTH** shall pay **NPO**, charged to its 2020 Corporate Operating Budget (COB), within thirty (30) working days after completion of delivery for each delivery schedule, inspection, tests and acceptance by **PHILHEALTH**. Inspection and test shall be conducted by **PHILHEALTH** through its authorized representatives to determine the accuracy and

CHERYL M. ...
Acting ...
Witness for NPO

Witness for NPO

ATTY. DANTE A. SERRAN, CPA
President and Chief Executive Officer
PhilHealth

FRANCISCO V. VALES, JR.
Director IV, National Printing Office

NERISSA R. SANTIAGO
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and Chief Operating Officer

ATTY. MA. EMILY P. ROQUE, CPA
Acting Senior Vice President
Fund Management Sector

MARIA LOURDES V. NAGUIT
Acting Senior Manager
Treasury Department

completeness of sequential printing and adherence to the requirements set forth by **PHILHEALTH**.

2.3. **PHILHEALTH** shall hold the ten percent (10%) retention money as obligation for "Warranty" to be deducted from the total payment. Said amount shall only be released after the lapse of the **five (5) months warranty period, in the case of Expendable Supplies**, as required under Section 62 (Warranty) of the Revised IRR of R.A. 9184. Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met. Provided, further, that **NPO** may opt to post a special bank guarantee of at least ten percent (10%) of the total contract price. The said special bank guarantee must have a validity period covering the whole duration of the **warranty period**.

ARTICLE 3
PAYMENT OF TAXES AND SUBMISSION OF CLEARANCE

If applicable, **NPO** shall pay its taxes in full and on time. Upon failure to do so, **PHILHEALTH** has the authority to suspend payment for the delivered PORs.

ARTICLE 4
CONFIDENTIALITY AND SECURITY

4.1 **NPO** shall ensure that the design as well as the serial numbers assigned to the POR shall be kept in strict confidence and shall not be used, without **PHILHEALTH**'s prior written consent, for any purpose other than in connection with the completion of the project. The confidential information shall not be disclosed to any persons other than the officers and employees of **NPO** that have direct participation to the project, and shall instruct such officers and employees to hold the confidential information in strict confidence.

The design and serial numbers, regardless of the form in which it is recorded, transmitted, observed or expressed, or to which it may be converted or transcribed, shall include, without limitation, written and electronically stored or accessible information and data.

4.2 **NPO** guarantees the security and safekeeping of the POR while in its possession and during delivery en route to **PHILHEALTH**.

ARTICLE 5
GENERAL PROVISIONS

All taxes, licenses and permit fees which may be required by government, dues to or collectible by the local or national government pursuant to this Contract, shall be the sole responsibility of **NPO**.

ARTICLE 6
BREACH OF CONTRACT AND LIQUIDATED DAMAGES

6.1 In case of breach or delay in the delivery, **NPO** shall pay the amount of one-tenth (1/10) of one percent (1%) of the cost of the undelivered items per day of delay per delivery schedule as liquidated damages which shall be automatically deducted from any payment due **NPO**. **PHILHEALTH** shall rescind the contract, without prejudice to the availment of other courses of action and remedies once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract.

Witness for NPO

Witness for NPO

6.2 Violation of **NPO** on the provision stated in Article 1.2 shall merit a forfeiture of its Performance Security as the said act is regarded as a serious breach of **NPO's** obligation under this Contract.

ARTICLE 7
DISPUTE RESOLUTION

- 7.1. Any dispute arising from this Contract shall first be settled amicably between the parties. Failure to settle within 30 days from notice of dispute, which may be extended for another period not exceeding 30 days, entitles the aggrieved party to resort to the remedies provided under Presidential Decree No. 242.
- 7.2. Should **NPO** be adjudged liable in whole or in part in a final and executory arbitral award or court decision, it shall pay **PHILHEALTH** damages as well as reasonable attorney's fees in the amount equivalent to at least Twenty Percent (20%) of the total amount claimed, but not less than One Million Pesos (Php1,000,000.00), in addition to all expenses of litigation, and costs of the suit.

ARTICLE 8
DURATION OF CONTRACT

This Contract shall take effect on _____ until _____, unless sooner terminated in accordance with the provisions thereof. Full delivery of all goods and services required in accordance with the agreed delivery schedule.

ARTICLE 9
NO GIFT POLICY


The contracting parties undertake to comply with Office Order No. 0018-2015 entitled "Reiteration of PhilHealth Gift Policy (Revision 1)" which is deemed incorporated into this contract. No PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association or juridical entity, whether from the public or private sector, at any time, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.


ARTICLE 10
MISCELLANEOUS PROVISIONS


- 10.1. In case any provision or stipulations hereof is declared invalid, null and void or contrary to law, rules and regulations, the unaffected portion shall remain valid and effective.
- 10.2. All mandatory provisions of RA 9184, its rules and other pertinent laws, rules and regulations and all the terms and conditions as set forth in the Price Quotation of **NPO** shall form an integral part of this contract.
- 10.3. Amendment or revision of any provision shall be upon mutual agreement and approval of both parties.


ARTICLE 11
SEPARABILITY CLAUSE


If any paragraph, sub-paragraph or part of this contract is declared by a competent court to be contrary to law, public policy or otherwise declared invalid, such shall not affect the other paragraph, sub-paragraphs or parts of this contract.



ATTY. DAN A. QIERZAN, CPA
President and Chief Executive Officer
PhilHealth


FRANCISCO V. VALES, JR.
Director IV National Printing Office


NERISSA R. SANTIAGO
Acting Executive Vice President
and Chief Operating Officer


ATTY. MA. EMILY P. ROQUE, CPA
Acting Senior Vice President
Fund Management Sector


MARIA LOURDES V. NAGUIT
Acting Senior Manager
Treasury Department


CHERYL M. MICO, PH, CPA
Acting Chief Accountant
Witness for NPO

Witness for NPO

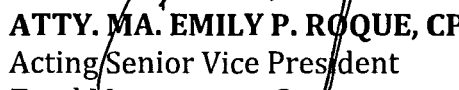
DEC 22 2020
IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ of
_____, 2020 at PASIG CITY, Philippines.


**PHILIPPINE HEALTH INSURANCE CORPORATION
(PHILHEALTH)**

By:


ATTY. DANTE A. GIERRAN, CPA
President and Chief Executive Officer

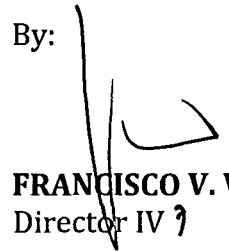

NERISSA R. SANTIAGO
Acting Executive Vice President and
Chief Operating Officer


ATTY. MA. EMILY P. ROQUE, CPA
Acting Senior Vice President
Fund Management Sector

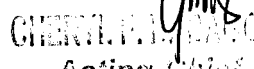

MARIA LOURDES V. NAGUIT
Acting Senior Manager
Treasury Department

**NATIONAL PRINTING OFFICE
(NPO)**

By:


FRANCISCO V. VALES, JR.
Director IV

Signed in the presence of:


GHERTEL P. PARDO, RM, MPA
Acting Chief PPCD
Witness for NPO

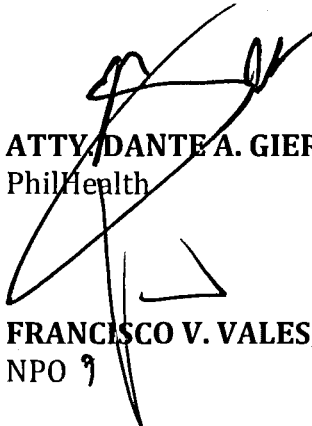
Witness for NPO

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASIG CITY)

DEC 22 2020

BEFORE ME, this ___ day of _____ 2020, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:


ATTY. DANTE A. GIERRAN, CPA
PhilHealth

PHIC ID No. 20647820

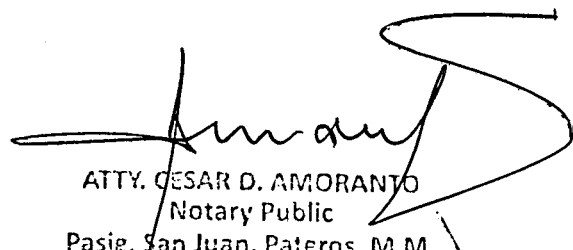
FRANCISCO V. VALES, JR.
NPO 9

UMID ID CRN-006-0014-8378-5

Known to me to be the same persons who executed the foregoing Memorandum of Agreement consisting of seventeen (17) pages including 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.

Doc No. 298
Page No. 61
Book No. 181
Series of 2020.


ATTY. CESAR D. AMORANTO
Notary Public
Pasig, San Juan, Pateros, M.M.
Until December 31, 2020
686 B Shaw Blvd. Kapitolyo, Pasig City
PTR No. 5241966 Jan. 2, 2020
IBP No. 089122 January 2, 2020 Roll No. 66371
MCLE EXEMPT - Until April 14, 2022
Appointment No. 3 (2019-2020)