CONTRACT FOR THE PROCUREMENT OF PAPER, MULTICOPY, A4 FOR LASER PRINTER/INK-JET PRINTER, HIGH SPEED COPIER, 80GSM FOR PRO NCR

(PRO NCR ITB NO. 01, S-2021 PAPERA4)

THIS CONTRACT made on the day of _____, 2021, 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. 10606, otherwise known as the "National Health Insurance Act of 2013", with office address at Citystate Center, 709 Shaw Boulevard, Pasig City, represented herein by its President and Chief Executive Officer, ATTY. DANTE A. GIERRAN, CPA, hereinafter called "PHILHEALTH";

and

NATION PAPER PRODUCTS & PRINTING CORPORATION (NAPPCO), a business name registered with the Securities and Exchange Commission with Company Reg. No. CS14930 issued on February 13, 2009 and existing under the laws of the Republic of the Philippines, with business address at No. 34 Narciso St., Barrio Canumay Valenzuela City, represented herein by its Account Executive, JOSEPH M. TAN, hereinafter called "NAPPCO";

WITNESSETH:

WHEREAS, PHILHEALTH invited Bids for the PROCUREMENT OF 29,142 REAMS OF PAPER, MULTICOPY, A4 FOR LASER PRINTER/INK-JET PRINTER, HIGH SPEED COPIER, 80GSM FOR PRO NCR and has accepted the Bid of NAPPCO for the supply and delivery of subject goods in the sum of FOUR MILLION TWO HUNDRED TWENTY FIVE THOUSAND FIVE HUNDRED NINETY PESOS (Php4,225,590.00) only or One Hundred Forty Five Pesos (Php145.00) per ream, hereinafter called "the Contract Price".

NOW, THEREFORE, for in consideration of the foregoing premises, the parties hereto have agreed as they hereby agree and bind themselves as follows:

- 1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of the Contract hereunder referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this contract, viz:
 - a) The Financial Proposal submitted by NAPPCO (Annex A)
 - b) The Schedule of Requirements submitted by NAPPCO (Annex B)
 - c) The Technical Specifications submitted by **NAPPCO** (Annex C)
 - d) The General Conditions of Contract (Annex D)
 - e) The Special Conditions of Contract (Annex E)
 - f) The BAC Resolution No. 14, s-2021 (Annex F)
 - g) The Notice of Award (Annex G)
 - h) The Performance Security (Annex H)
 - i) The SEC Registration (Annex I)
- 3. In consideration of the payments to be made by PHILHEALTH to NAPPCO as hereinafter mentioned, NAPPCO hereby covenants with PHILHEALTH to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- 4. **PHILHEALTH** hereby covenants to pay **NAPPCO** in consideration of the provision of the goods and services, the Contract Price or such other sum as may become payable at the time and in the manner prescribed by this Contract.
- 5. The contract price covers all taxes, including the twelve percent (12%) Value-Added-Tax, customs duties, license fees, freight insurance and other charges which may be imposed on the Product by the foreign and local authorities.

Contract for the Procurement of 29,142 reams of Paper Multicopy, A4for Laser Printer/Ink-Jet Printer, High Speed Copier, 80gsm for PRO NCR 1

- 6. NAPPCO hereby covenants to deliver in favor of PHILHEALTH the goods stated in the Schedule of Requirements (Annex B) and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract.
- 7. Upon submission by NAPPCO of the STATEMENT OF BILLING ACCOUNT and other documentary requirements, PHILHEALTH shall pay on within thirty (30) working days after every complete delivery and acceptance by PHILHEALTH.

PHILHEALTH shall hold the five percent (5%) of the total contract price as retention money or as obligation for "Warranty" in an amount equivalent to TWO HUNDRED ELEVEN THOUSAND TWO HUNDRED SEVENTY NINE PESOS AND 50/100 (Php211,279.50) only. Said amount shall only be requested for release after three (3) months duration of the warranty period. Provided, however, that the goods supplied and all the conditions imposed under the contract have been fully met. Provided further, that NAPPCO may opt to post a special bank guarantee equivalent to at least five percent (5%) of the total contract price. The said special bank guarantee must have a validity period of three (3) months covering the whole duration of the warranty period.

- 8. The contracting parties undertake to comply with Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No 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 anytime, 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.
- 9. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the IRR of RA 9184, shall form an integral part of the contract between the **PARTIES** hereto.
- 10. The courts of Quezon City shall have exclusive jurisdiction over any dispute or claim which may arise between the parties under this contract.

The parties hereby certify that they have read or caused to be read to them each and every provision of the foregoing Contract and that they had fully understood the same.

IN WITNESS WHEREOF, the parties here to have caused this Contract 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

ATTY. DANTE A. GJERRAN, CPA

President and Chief Executive Officer

NATION PAPER PRODUCTS & PRINTING CORPORATION (NAPPCO)

JØSEPH M. TAN

Account Executive

Recommending Approval:

DR. FRANCISCO Z. SORIA, JR.

Vice President – Area II

And Concurrent Vice President PRO NCR

Contract for the Procurement of 29,142 reams of Paper, Múlticopy, A4 for Laser Printer/Ink-Jet Printer, High Speed Copier, 80gsm for PRO NCR

ATTY. ELI DINO D. SANTOS

Acting Executive Vice-President and Chief Operating Officer

Signed in the Presence of:

WILLIE M. BUMACOD
OIC, Fund Management Section
PhilHealth Regional Office NCR

CAF# 2021-06-03

LETICIA TORREVILLAS

NUS 10# 03-9445876-6

ACKNOWLEDGMENT

Identification Card and Number

Date/Place of Issue

ATTY. DANTE A. GIERRAN, CPA

Philippine Health Insurance Corp.

JOSEPH M. TAN

Nation Paper Products & Printing Corporation (NAPPCO)

SSS 10# 03-6917440-2

REPUBLIC OF THE PHILIPPINES

QUADOCAN CITY

) S.S.

BEFORE ME, this JUL day of ______ 20___, personally appeared the following persons exhibiting to me their respective government-issued IDs, to wit:

Known to me to be the same persons who executed the foregoing Agreement consisting of $\frac{3}{2}$ pages including the annexes and 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

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EDINBURGH F. TUMURAN

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101 Ground Floor, Panorams Eurising
No. 480 Rical Avenue Extension, Grace Park, Calcocan City
Notarial Commission Petition No.: C-409 / 12-29-2020

Contract for the Procurement of 29,142 reams of Paper, Multicopy, A4 for Laser Printer/Ink-Jet Printer, High Speed Copier, 80gsm for PRO NCR

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date: May 19, 2021

Project Identification No. : PRO NCR ITB NO. 01,5-2021, PAPERA4

PHILIPPINE HEALTH INSURANCE CORPORATION - NCR
To: [name and address of Procuring Entity]
VCP Bldg., 68 Kalayaan Avenue, Quezon City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged printer/we, the undersigned offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of of agentCurrencyCommission or gratuity

NONE		
NONE		
NONE		
if none state "	'None'') /	

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

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We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

Nation Paper Products &

Printing Corporation Secretary's Certificate evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: LEI	ICIA TORF	EVILIAS	
Legai capacity:	Account	txecutive	~
	Porro		
Duly authorized	d to slign the	Bid for and behalf of: Nation Paper Products & Printing	Corporation
Date: May 19	,	·	

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item	Description	Quantity	Total	Delivered, Weeks/Months
Number 1	Paper, Multicopy, A4, for laser printer/ink-jet printer, high speed, copier, 210mmx297mm (A4), 80gsm.	29,142	29,142	Supply and delivery shall be within fifteer (15) calendar day upon receipt of Notice to Proceed for the first delivery. Second delivery is six month after the first deliver or as requested by the End-user.

I hereby certify to comply with all the above Schedule of Requirements. Nation Paper Products May 18, 2021 & Printing Corporation LETICIA Date Name of Company/Bidder

Signature over Printed Name

Section VII. Technical Specifications

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Item	Specification	Statement of Compliance
I.	PROJECT OBJECTIVE This is to provide PRO NCR with sufficient supply of A4	COMPLY
	Multicopy Paper currently being used in the day to day operations of PRO NCR. The procurement of the said items is very essential to avoid the disruption of the operation and to maintain the excellent performance of PRO NCR. The procurement will be in accordance to Republic Act 9184 (RA 9184) also known as the "Government Procurement Reform Act and its Revised Implementing Rules and Regulations."	,
n.	TECHNICAL DESCRIPTION	
	Quantity, Technical and Design Specifications for A4 Multicopy Paper	COMPLY
	29,142 Reams of A4 Multicopy Paper for laser printer/ink-jet printer, high speed, copier, 210mm x 297mm, 80gsm	·
III.	ACCEPTANCE OF DELIVERY	
	Only authorized representatives of the Property and Supply Management Unit and Designated Admin Officers of the Branches shall sign the Delivery Receipts and Sales Invoice upon complete delivery of the A4 Multicopy Paper. The supplier shall be required to submit the original copies of the Delivery Receipt (DR) and Sales Invoice (SI) upon delivery of the A4 Multicopy Paper.	COMPLY
IV.	PRODUCT WARRANTY AND AFTER SALES SUPPPORT	
	• The Supplier of the A4 Multicopy Paper shall provide at least three (3) months warranty against all defects	COMPLY



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	commencing from the date issuance of Certificate of Acceptance. The Date of Completion for the purpose of determining the warranty period shall be the date of issuance of the Certificate of Acceptance from the End User of PhilHealth Regional Office NCR.	COMPLY
	• For After Sales Support, the winning supplier shall maintain a same day response, if possible, in evaluating and addressing complaints and problems.	COMPLY
v.	DELIVERY	
	On the first delivery, the winning bidder must deliver the below specified quantities of A4 Multicopy Paper within fifteen (15) calendar days upon receipt of the Notice to Proceed (NTP) to the address/locations below:	COMPLY
	• 880 Reams – Office of the Vice President for PRO NCR, 3 rd Floor #68 Kalayaan VCP Bldg., Kalayaan Ave., Teacher's Village West, Diliman, Quezon City – Amy Manalac 09260136687	COMPLY
	• 5,000 Reams – NCR North Branch, Ten Commandments Bldg., 689 Rizal Avenue Ext. Grace Park Caloocan City, Norlan Chua – 8361077	COMPLY
	 4,309 Reams – NCR Central Branch, Corporate 145 Bldg. Mother Ignacia Ave. Brgy. South Triangle, Quezon City – Maria Teresa A. Ignacio – 83323118 	COMPLY
	• 4,382 Reams - NCR South Branch, 8007 Pioneer St., Brgy. Kapitolyo, Pasig City, Armando U. Samuel - 09664/61363	COMPLY
	On the second delivery, the winning bidder must deliver the same specified quantities of A4 Multicopy Paper six (6) months after the first delivery to the address/locations provided. However, in the event that the first delivery of the A4 Multicopy Paper has been fully consumed before the schedule of the second delivery, the supplier shall deliver the remaining A4 Multicopy Paper immediately.	COMPLY
VI.	PAYMENT	
	The inspection Committee shall check and inspect the A4 Nulticopy Paper after every delivery. Payments shall be processed within thirty (30) working days after every delivery and upon completion of the following documentary requirements:	COMPLY
-	 Duly Signed Contract by both parties Duly Signed Delivery Receipt and Sales Invoice Duly Approved/Signed Inspection Report 	COMPLY COMPLY
VI.	The inspection Committee shall check and inspect the A4 Multicopy Paper after every delivery. Payments shall be processed within thirty (30) working days after every delivery and upon completion of the following documentary requirements: • Duly Signed Contract by both parties	COMPLY

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	Duly Signed Certificate of Completion	COMPLY
VII,	OTHER REQUIREMENT	
	The winning bidder must have remitted appropriate PhilHealth contributions.	COMPLY

I hereby certify to comply with all the above Schedule of Requirements.

Nation Paper Products & Printing Corporation

TORREVILLAS

May 18, 2021

ANSIDE

Name of Company/Bidder

Signature over Printed Name

Date

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the Special Conditions of Contract (SCC).

2. Advance Payment and Terms of Payment

- Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



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Section V. Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
1	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered with the place of destination in the Philippines. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered in Metro Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site are:
	 Office of the Vice President for PRO NCR – Amy Manalac 09260136687 NCR North Branch - Norlan Chua – 8361077 NCR Central Branch – Maria Teresa A. Ignacio – 83323118 NCR South Branch - Armando U. Samuel – 09664161363
	Packaging -
	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.



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The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

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Intellectual Property Rights -





	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.:	The terms of payment shall be as follows: 30 working days after the delivery and completion of the following requirements: • Duly Signed Contract by both parties • Signed Delivery Receipt and Sales Invoice • Duly Approved/Signed Inspection Report • Duly Signed Certificate of Completion
4	The inspections and tests that will be conducted are subject to the requirements of the inspection committee.

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Republic of the Philippines

PHILIPPINE HEALTH INSURANCE CORPORATION

PhilHealth Regional Office - National Capital Region VCP Building 68 Kalayaan Avenue, Teachers Village West, Quezon City Call Center: (02) 441-7442 | Trunkline: (02) 441-7444 www.philhealth.gov.ph



BIDS AND AWARDS COMMITTEE PHILIPPINE HEALTH INSURANCE CORPORATION NATIONAL CAPITAL REGION AND RIZAL

RESOLUTION NO. 14, S-2021

RESOULUTION RECOMMENDING TO THE VICE PRESIDENT OF PHILHEALTH REGIONAL OFFICE NATIONAL CAPITAL REGION (PRO NCR) AS HEAD OF THE PROCURING ENTITY THE AWARD OF CONTRACT TO NATION PAPER PRODUCTS & PRINTING CORPORATION FOR THE PROCUREMENT OF 29, 142 REAMS OF PAPER, MULTICOPY, A4, FOR LASER PRINTER/INK-JET PRINTER, 80 GSM FOR PRO NCR

(PRO NCR ITB No. 1, S-2021 PAPER A4)

WHEREAS, on April 15, 2021, the End-User submitted the documents for the Procurement of 29, 142 reams of Paper, Multicopy, A4, for laser printer/ink-jet printer,80 gsm for PRO NCR per Purchase Request No. 21-0051-NCR-P, with an Approved Budget for the Contract (ABC) of Four Million Eight Hundred Ninety-Two Thousand Nine Hundred Forty One Pesos and 80/100 only (Php4,892,941.80);

WHEREAS, upon its endorsement to the Bids and Awards Committee (BAC) for the PhilHealth Regional Office - National Capital Region (PRO NCR) the following complete documents were attached for its perusal, viz:

- 1. Approved Abstract of Bids
- 2. Purchase Request
- 3. Approved Budget for the Contract (ABC)
- 4. Approved Technical Specifications
- 5. Abstract of Canvass
- 6. Canvass Quotation from:
 - Nation Paper Products & Printing Corp.
 - Apex Office Supplies & Equipment Trading
 - Metro Paper Converter Phils. Corp.
 - Triplex Enterprises, Inc.
 - Young's Paper Sales, Inc.
- 7. Approved Annual Procurement Plan CY2021

WHEREAS, from April 30, 2021 to May 21, 2021, an Invitation to Bid was posted in PhilGeps and PhilHealth website and conspicuous places;

> BAC Resolution No 14, s-2021 BAC Resolution for Award for the Procurement of 29,142 reams of Paper Multicopy, A4 for Laser Printer/INK Jet,80 GSM for PRO NCR







Republic of the Philippines

PHILIPPINE HEALTH INSURANCE CORPORATION

PhilHealth Regional Office - National Capital Region VCP Building 68 Kalayaan Avenue, Teachers Village West, Quezon City Call Center: (02) 441-7442 | Trunkline: (02) 441-7444 www.philhealth.gov.ph



WHEREAS, during Pre-Bid Conference, no prospective bidders attended the Conference on May 7, 2021 for the procurement of 29, 142 Reams of Paper, Multicopy, A4 for Laser Printer/Ink Jet Printer, 80 GSM for PRO NCR.

WHEREAS, during the Opening of Bids and Eligibility Check on May 19, 2021 only five (5) proponents bought and submitted the bidding documents namely:

BIDDER	ELIGIBILITY AND TECHNICAL COMPONENNT	FINANCIAL OFFER
Apex Office Supplies & Equipment Trading	FAILED	Remain Sealed
Young's Paper Sales,Inc	FAILED	Remain Sealed
Nation Paper Products & Printing Corp.	PASSED	Php4,225,590.00
Metro Paper Converter Phils.	FAILED	Remain Sealed
Corp. Triplex Enterprises Sales, Inc.	FAILED	Remain Sealed

WHEREAS, Nation Paper Products & Printing Corporation was declared the Lowest Calculated Bid with an offer of Four Million Two Hundred Twenty Five Thousand Five Hundred Ninety Pesos only (Php4,225,590.00) for the Procurement of of 29, 142 Reams of Paper, Multicopy, A4 for Laser Printer/Ink Jet Printer,80 GSM for PRO NCR. The Bids and Awards Committee directed the Technical Working Group (TWG) to immediately conduct the Post Qualification and Evaluation activity;

WHEREAS, on May 26 & 27, 2021, the Technical Working Group conducted the Post Qualification and Evaluation activity for Nation Paper Products & Printing Corp being the Lowest Calculated Bid;

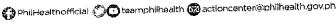
WHEREAS, on June 3, 2021 the Technical Working Group presented their Post Qualification and Evaluation Report dated May 27, 2021 and based on their evaluation, NATION PAPER PRODUCTS & PRINTING CORPORATION., has PASSED the Technical, Financial and Post Qualification requirements for the Procurement of 29, 142 Reams of Paper, Multicopy, A4 for Laser Printer/Ink Jet Printer,80 GSM for PhilHealth Regional Office - National Capital Region, hence found to be RESPONSIVE.

RESOLUTION

WHEREFORE, in view of the foregoing, the BAC for PRO NCR resolves to RECOMMEND to the Vice President of the Philhealth Regional Office - NCR (PRO NCR) as Head of the Procuring Entity (HoPE) the award of the contract to NATION PAPER PRODUCTS AND

> BAC Resolution No 14, s-2021 BAC Resolution for Award for the Procurement of 29,142 reams of Paper Multicopy, A4 for Laser Printer/INK Jet,80 GSM for PRO NCR









Republic of the Philippines

PHILIPPINE HEALTH INSURANCE CORPORATION

PhilHealth Regional Office - National Capital Region
VCP Building 68 Kalayaan Avenue, Teachers Village West, Quezon City
Call Center: (02) 441-7442 | Trunkline: (02) 441-7444 www.philhealth.gov.ph



PRINTING CORPORATION at Four Million Two Hundred Twenty Five Thousand Five Hundred Ninety Pesos only (Php4,225,590.00), being the Lowest Calculated and Responsive Bid (LCRB) for the Procurement of 29, 142 Reams of Paper, Multicopy, A4 for Laser Printer/Ink Jet Printer,80 GSM for PhilHealth Regional Office SO RESOLVED.

Signed on the 3rd day of June, 2021 Quezon City, Philippines.

ALBERTO C. MANDÚRIAO

Chairperson

ATTY. AZA E. BUENAVENTURA-LOA Vice - Chairperson

ROMAN R. BALGOMERA

Member

JOSE SIDFRY M. PANGANIBAN Member

> LELANIÉS, ZAMORA End - User

APPROVED) DISAPPROVED) Others_

DR. FRANCISCO Z. SORIA, JR.

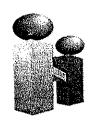
Vice President & Head of the Procuring Entity PhilHealth Regional Office NCR

Date Signed: $\frac{2}{3}$

BAC Resolution No 14, s-2021 BAC Resolution for Award for the Procurement of 29,142 reams of Paper Multicopy; A4 for Laser Printer/INK Jet,80 GSM for PRO NCR

Philiflealthofficial 💨 🖸 teamphilhealth 🕲 actioncenter@philhealth.gov.ph





Republic of the Philippines PHILIPPINE HEALTH INSURANCE CORPORATION

PhilHealth Regional Office – National Capital Region
VCP Building 68 Kalayaan Avenue, Teachers Village West, Quezon City
Call Center: (02) 441-7442 | Trunkline: (02) 441-7444
www.philhealth.gov.ph



NOTICE OF AWARD

PROCUREMENT OF 29,142 REAMS OF PAPER, MULTICOPY, A4, FOR LASER PRITNER/INK-JET PRINTER, 80 GSM FOR PRO NCR (PRO NCR ITB NO. 01, S-2021 PAPER,A4)

MR. JOSEPH MANGCUCANG TAN

Nation Paper Products and Printing Corporation (NAPPCO) 34 Narciso Street, East Canumay Valenzuela City

Dear Mr. Mangcucang:

We are pleased to notify you that your bid proposal for the bidding on the procurement of Procurement of 29,142 reams of Paper, Multicopy, A4 for Laser Printer/Ink-Jet Printer, High Speed Copier, 80gsm for PhilHealth Regional Office — National Capital Region (PRO NCR) for the execution of Nation Paper Products and Printing Corporation (NAPPCO) at the Contract Price equivalent to Four Million Two Hundred Twenty Five Thousand Five Hundred Ninety Pesos (Php4,225,590.00) is hereby accepted.

You are hereby required to provide within ten (10) calendar days the performance security in the form and amount stipulated in the Bid Documents of the said procurement. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

DR. FRANCISCO Z. SORIA, JR.

Vice President – Area II and Concurrent Vice-President, PRO NCR

Head of Procuring Entity

PhilHealth Regional Office - NCR

Conforme:

Date: //UNE 0

ISO 900722015

No. 176840



PERFORMANCE SECURITY: BANK GUARANTEE Reference No. 004/LG/000241/21

June 11, 2021

PHILIPPINE HEALTH INSURANCE CORPORATION - NCR VCP Bldg., 68 Kalayaan Avenue, Quezon City

Gentlemen.

WHEREAS, NATION PAPER PRODUCTS AND PRINTING CORP., with business address at 34 Narciso St., East Canumay, Valenzuela City, (hereinafter called "the Supplier") has undertaken, in pursuance to the Notice of Award to execute the PROJECT: PROCUREMENT OF 29,142 REAMS OF PAPER, MULTICOPY, A4 FOR Award to execute the PROJECT: PROCUREMENT OF 29,142 REAMS OF PAPER, MULTICOPY, A4 FOR LASER PRINTER / INK-JET PRINTER, HIGH SPEED COPIER, 80GSM FOR PHILHEALTH REGIONAL OFFICE — NATIONAL CAPITOL REGION (PRO — NCR) UNDER PRO NCR ITB NO. 01,S-2021,PAPER,A4, (hereinafter called "the Contract").

AND WHEREAS, it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as Performance Security for compliance with its obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE. We METROPOLITAN BANK & TRUST COMPANY – Trade Finance Operations Division – Trade Services - Caloocan, having our registered office at 446 Rizal Avenue Extension, Grace Park, Caloocan City, hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of PHILIPPINE PESOS: TWO HUNDRED ELEVEN THOUSAND TWO HUNDRED SEVENTY NINE AND 50/100 ONLY (PHP211,279.50), and we undertake to pay you, upon your first notarized written demand declaring the Supplier in default of its performance obligations under the Contract and without cavil or argument, any sum or sums within the limits of PHILIPPINE PESOS: TWO HUNDRED ELEVEN THOUSAND TWO HUNDRED SEVENTY NINE AND 50/100 ONLY (PHP211,279.50), as aforesaid without your needing to prove or to show grounds for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any thereunder or of any such change, addition way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid from June 11, 2021 until June 3, 2022 or until the date of issuance of Certificate of Final Acceptance, Whichever Comes Earlier ("the Expiry Date").

This Guarantee shall automatically become null and void after the expiry date without the need to surrender the original copy of the Bank Guarantee.

This Guaranty shall be governed by Philippine laws and any action hereunder shall be brought in the proper court of Caloocan City, Metro Manila.

METROPOLITAN BANK & TRUST COMPANY Trade Finance Operations Division – Trade Services - Caloocan 446 Rizal Avenue Extension, Grace Park, Caloocan City

Nikoldy g. Chuscuco BANK'S AUTHORIZED OFFICER (Joey)Torpés BANK'S AUTHORIZED OFFICER

MB-II-I-33/Rev. May '08

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REPUBLIC OF THE PHILIPPINES

SECURITIES AND EXCHANGE COMMISSION

SEC Building, EDSA, Greenhills City of Mandaluyong, Metro Manila

Company Reg, No. 14930

CERTIFICATE OF THING

AMENDED ARTICLES OF INCORPORATION

KNOW ALL PERSONS BY THESE PRESENTS:

THIS IS TO CERTIFY that the amended articles of incorporation of the

NATION PAPER PRODUCTS & PRINTING CORPORATION

(Amending Article IV by extending the term of its existence thereof.)

copy annexed, adopted on December 05, 2008 by majority vote of the Board of Directors and by the vote of the stockholders owning or representing at least two-thirds of the outstanding capital stock, and certified under oath by the Secretary and a majority of the Board of Directors of the corporation was approved by the Commission on this date pursuant to the provision of Section 16 of the Corporation Code of the Philippines, Batas Pambansa Blg. 68, approved on May 1, 1980 and copies thereof are fited with the Commission.

Unless this corporation obtains or already has obtained the appropriate Secondary License from this Commission, this Certificate does not authorize it to undertake business activities requiring a Secondary License from this Commission such as, but not limited to acting as: broker or dealer in securities, government securities eligible dealer (GSED), investment adviser of an investment company, close-end or open-end investment company, investment house, transfer agent, commodity/financial futures exchange/broker/merchant, financing company, pre-need plan issuer, general agent in pre-need plans and time shares/club shares/membership certificates issuers or selling agents thereof. Neither does this Certificate constitute as permit to undertake activities for which other government agencies require a license or permit.

www.sec.gov.ph

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BENITO A. CATARAN

ng Department

RVELOSO

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CERTIFIED MACHINE COPY

VERIFIED BY:

CERTIFIED TRUE COPY