

**CONTRACT ON THE RE-BIDDING FOR THE PROCUREMENT OF  
PHOTOCOPIING SERVICES FOR PHILHEALTH CENTRAL OFFICE AND  
PHILHEALTH REGIONAL OFFICE – NATIONAL CAPITAL REGION  
(PRO-NCR) FOR TWO (2) YEARS  
(IB No. RPSPCNCR 2021-011-BD)**

THIS AGREEMENT made and entered into this 31 day of MAY 2022, in the City of \_\_\_\_\_, Metro Manila, by and between:

**PHILIPPINE HEALTH INSURANCE CORPORATION (PHILHEALTH)**, a government owned and controlled corporation duly created by virtue of R.A. 7875, as amended by R.A 9241 and R.A. No. 10606 or the “National Health Insurance Act of 2013”, with principal office address at 17th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City. PHILHEALTH is represented in this Agreement by its President and Chief Executive Officer (CEO), **ATTY. DANTE A. GIERRAN, CPA** who is authorized to sign this agreement under Corporate Order No. 2018-0026 on the New Delegation and Signing Authority (DSA) in the Head Office and Regional Offices, copy attached hereto as Annex “A”;

-and-

**E-COPY CORPORATION**, a stock corporation, organized and registered with the Securities and Exchange Commission and existing under the laws of the Republic of the Philippines, with business address at G/F 65 Gen. Gil Puyat Ave., Palanan, Makati, represented herein by its Account Executive, **RODRIGO J. ILAGAN JR.**, (hereinafter called “E-COPY”), duly authorized for this purpose as evidenced by E-COPY Secretary’s Certificate, copy attached hereto as Annex “B”.

**WHEREAS, PHILHEALTH** invited Bids for certain goods and ancillary services particularly on the **Re-Bidding for the Procurement of Photocopying Services for PhilHealth Central Office and PhilHealth Regional Office – National Capital Region (PRO-NCR) for Two (2) Years** and has accepted a Bid by E-COPY for the supply of eighty two (82) units Photocopying Machines in the sum of, **Ten Million Eight Hundred Sixty Five Thousand Four Hundred Ninety One Pesos and Eighteen Centavos (PhP10,865,491.18)** (hereinafter called “the Contract Price”).

On October 18, 2021, PhilHealth caused the posting of an Invitation to Bid for the Re-Bidding for the Procurement of Photocopying Services for PhilHealth Central Office and PhilHealth Regional Office – National Capital Region (PRO-NCR) for Two (2) Years with an Approved Budget of the Contract (ABC) in the amount of Eleven Million One Hundred Thirty Thousand Five Hundred Three Pesos and Sixteen Centavos (PhP11,130,503.16) in accordance with its 2021 Annual Procurement Plan.

One (1) bidder submitted their bids on or before November 09, 2021. After opening the bids, **E-COPY** was declared eligible having submitted the Single Calculated Bid (SCB).

PhilHealth subjected to post-qualification and after such proceedings, **E-COPY’s** bid in the amount of Ten Million Eight Hundred Sixty Five Thousand Four Hundred Ninety One Pesos and Eighteen Centavos (PhP10,865,491.18) was found to be the Single Calculated and Responsive Bid.

PhilHealth subsequently issued the Notice of Award to **E-COPY** which the latter accepted on December 29, 2021.

*[Signature]*  
ATTY. DANTE A. GIERRAN, CPA  
President and Chief Executive Officer  
PhilHealth

*[Signature]*  
RODRIGO J. ILAGAN JR.  
Account Executive  
E-Copy Corporation

*[Signature]*  
ATTY. ELI QUINO D. SANTOS  
Acting Executive Vice President,  
Chief Operating Officer

*[Signature]*  
ATTY. ANGEL L. MIRANDA, JR.  
Acting Senior Vice-President,  
Management Services Sector (MSS)

*[Signature]*  
WITNESS  
E-COPY CORPORATION

*[Signature]*  
WITNESS  
PHILHEALTH

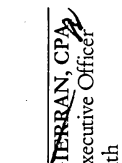
**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

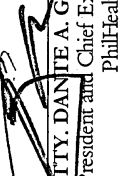
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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:

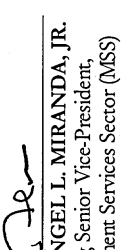
- (a) Corporate Order No. 2018-0026 (**Annex "A"**);
- (b) **E-COPY's** Secretary's Certificate (**Annex "B"**);
- (c) Philippine Bidding Documents (PBDs);
  - (i) **E-COPY's** Schedule of Requirements (**Annex "C"**);
  - (ii) **E-COPY's** Technical Proposal and its Appendices (**Annex "D"**);
  - (iii) General Conditions of the Contract (GCC) (**Annex "E"**);
  - (iv) Special Conditions of the Contract (SCC) (**Annex "F"**);
  - (v) Bid Bulletin No. 01 (**Annex "G"**);
- (d) **E-COPY's** Bid;
  - (i) PhilGEPS Registration Certificate (**Annex "H"**);
  - (ii) Statement of all Ongoing Government and Private Contracts, including contracts awarded but not yet started (**Annex "I"**);
  - (iii) Statement of Single Largest Completed Contract (SLCC) (**Annex "J"**);
  - (iv) Bid Security/Bid Securing Declaration (**Annex "K"**);
  - (v) Omnibus Sworn Statement (**Annex "L"**);
  - (vi) Audited Financial Statements (**Annex "M"**);
  - (vii) Net Financial Capacity (NFCC) or Line of Credit (**Annex "N"**);
  - (viii) Joint Venture Agreement (JVA) (**Annex "O"**);
  - (ix) Financial Bid Form (**Annex "P"**);
- (e) Performance Security (**Annex "Q"**);
- (f) Notice of Award (**Annex "R"**);
- (g) BAC-B Resolution No. 37, s. 2021 (**Annex "S"**);
- (h) **E-COPY's** Additional Post-Qualification Documents; and
  - (i) Bureau of Internal Revenue (BIR) Value Added Tax Registration Form and Payment Form (BIR Form no. 2303 and 0605) (**Annex "T"**);
  - (ii) Annual Income tax Return (ITR) for CY2020 (**Annex "U"**);
  - (iii) Business Tax Return (**Annex "V"**); and
  - (iv) Proof of Payment of PhilHealth Premium Contribution (**Annex "W"**).
- (i) Other contract document that may be required by existing laws and/or the **PhilHealth** in the PBDs. **E-COPY** 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.

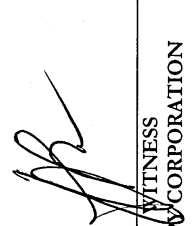
3. In consideration for the sum of **Ten Million Eight Hundred Sixty Five Thousand Four Hundred Ninety One Pesos and Eighteen Centavos (PhP10,865,491.18)** or such other sums as may be ascertained, **E-COPY** agrees to provide **Photocopying Services for PhilHealth Central Office and PhilHealth Regional Office – National Capital Region (PRO-NCR) for Two (2) Years** and to remedy defects therein within the warranty period in accordance with its Bid.

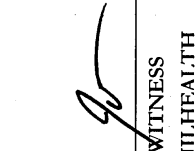
  
ATTY. DANIE A. GIERRAN, CPA  
President and Chief Executive Officer  
PhilHealth

  
RODRIGO JILAGAN JR.  
Account Executive  
E-Copy Corporation

  
ATTY. ELI DINGO S. SANTOS  
Acting Executive Vice President,  
Chief Operating Officer

  
ATTY. ANGEL L. MIRANDA, JR.  
Acting Senior Vice-President,  
Management Services Sector (MSS)

  
WITNESS  
E-COPY CORPORATION

  
WITNESS  
PHILHEALTH

4. **PHILHEALTH** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. Replacement of defective units shall be within 24-hours in case any unit becomes unserviceable under Clause 4 of the SCC and Clause 5 of the GCC.
6. **E-COPY** holds **PHILHEALTH** free and harmless from any claim, obligation or liability that may be caused to any third party that may be injured or harmed due to the willful, unlawful or negligent act or omission of **E-COPY** or any of its personnel or representative, without prejudice to any other legal action that **PHILHEALTH** may have against **E-COPY** for, in relation to the implementation of the Contract.
7. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out of or relating to the Contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote Arbitration or to seek judicial relief, **PHILHEALTH** and **E-COPY** agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court where the principal office of **PHILHEALTH** is situated, to the exclusion of other courts of equal jurisdiction.

8. Attorney's Fee - In the event that **PHILHEALTH** is compelled to commence arbitration or to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the cost of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.
9. EFFECTIVITY CLAUSE. This Agreement shall take effect upon signing thereof by the Parties and **E-COPY** shall commence performance of its obligations upon the issuance by **PHILHEALTH** of a Notice to Proceed.

**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.

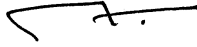
**PHILIPPINE HEALTH INSURANCE CORPORATION**

**E-COPY CORPORATION**

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

  
**RODRIGO J. ILAGAN JR.**  
 Account Executive

**Recommending Approval:**



**ATTY. ANGEL L. MIRANDA, JR.**  
Acting Senior Vice-President,  
Management Services Sector (MSS)

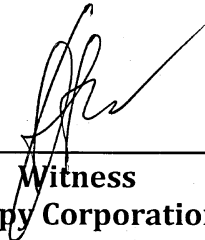


**ATTY. ELI DINO D. SANTOS**  
Acting Executive Vice President,  
Chief Operating Officer

**Signed in the presence of:**



\_\_\_\_\_  
**Witness**  
**PhilHealth**



\_\_\_\_\_  
**Witness**  
**E-Copy Corporation**

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF MANILA) S.S.

BEFORE ME, this 31 day of MAY 2022, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

**ATTY. DANTE A. GIERRAN, CPA**  
Philippine Health Insurance Corporation

PHILHEALTH COMPANY ID NO. 20647820

**RODRIGO J. ILAGAN JR.**  
E-Copy Corporation

DRIVER LIC NO. 2-00288

Known to me to be the same persons who executed the foregoing Contract on the Re-Bidding for the Procurement of Photocopying Services for PhilHealth Central Office and PhilHealth Regional Office - National Capital Region (PRO-NCR) for Two (2) Years consisting of Two Hundred Seventy-Six (276) 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.

Doc No. 42  
Page No. 001  
Book No. \_\_\_\_\_  
Series of 2022

*[Signature]*  
ATTY. HENRY D. AGUIA  
NOTARY PUBLIC, CITY OF MANILA  
NOTARIAL COMMISSION 402-087 / 12/31/2021 Manila  
IB No. 179-13-01/03/2021 PASIG  
IB No. 007-157-01/05/2021 MALA  
ROLL NO. 15079, TIN: 172-528-636  
MCLE COMPL. NO. VII-0000163 6/26/2019 NCR April 14, 2021  
(GREEN DECA HOMES MANILA, E-2, UNIT 555, TONDOL, MALA)  
UNDER SUPREME COURT B.M. NO. 8755 EXTENDED FROM JAN. 1 TO JUNE 30, 2022

*[Handwritten marks and signatures on the right side of the page]*