

**CONTRACT ON THE BIDDING FOR THE
PROCUREMENT OF VARIOUS PAPERS (LOT 1 - PAPER, MULTICOPY, A4)
(IB No. VP 2021-001-AD)**

THIS AGREEMENT made and entered into this JUN 10 day of 2022 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-

METRO PAPER CONVERTER PHILS., CORP., 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 Mercedes Business Park Stuttgart Street, Brgy. San Adres, Cainta Rizal, represented herein by its Account Officer, **ANALISA D. ALVAREZ** (hereinafter called "**METRO PAPER**"), duly authorized for this purpose as evidenced by Metro Paper Secretary's Certificate, copy attached hereto as Annex "B".

WHEREAS, PHILHEALTH invited Bids for certain goods and ancillary services particularly on the **Procurement of Various Papers (Lot 1 - Paper, Multicopy, A4)** and has accepted a Bid by **METRO PAPER** for the supply of seven thousand seventy two (7,072) reams A4 Paper in the sum of, **NINE HUNDRED FORTY-SEVEN THOUSAND ELEVEN PESOS AND FIFTY TWO CENTAVOS (PhP947,011.52)** (hereinafter called "**the Contract Price**").

On August 25, 2021, PhilHealth caused the publication of an Invitation to Bid for the procurement of Various Papers with an Approved Budget of the Contract (ABC) in the amount of One Million Fifty Nine Thousand Three Hundred Seventeen Pesos and Seventy Centavos (PhP1,059,317.70) in accordance with its 2021 Annual Procurement Plan.

Two (2) bidders submitted their bids on or before September 14, 2021. After opening the bids, **Metro Paper** was declared eligible having submitted the Lowest Calculated Bid (LCB).

PhilHealth subjected to post-qualification and after such proceedings, **Metro Paper's** bid in the amount of Nine Hundred Forty-Seven Thousand Eleven Pesos and Fifty Two Centavos (PhP947,011.52) was found to be the Lowest Calculated and Responsive Bid.

PhilHealth subsequently issued the Notice of Award to **Metro Paper** which the latter accepted on November 24, 2021.

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.

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

[Signature]
ANALISA D. ALVAREZ
Account Officer
Metro Paper Converter Phils., Corp.

[Signature]
LOLITA V. TULLAO, CESO V
Senior Manager
Physical Resources and Infrastructure Department

[Signature]
WITNESS
METRO PAPER CONVERTER PHILS., CORP.

[Signature]
WITNESS
PHILHEALTH

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) **Metro Paper's** Secretary's Certificate (**Annex "B"**);
- (c) Philippine Bidding Documents (PBDs);
 - (i) **Metro Paper's** Schedule of Requirements (**Annex "C"**);
 - (ii) **Metro Paper'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) **Metro Paper'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) Financial Bid Form (**Annex "O"**);
- (e) Performance Security (**Annex "P"**);
- (f) Notice of Award (**Annex "Q"**);
- (g) BAC-A Resolution No. 18, s. 2021 (**Annex "R"**);
- (h) **Metro Paper'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 "S"**);
 - (ii) Annual Income tax Return (ITR) for CY2020 (**Annex "T"**);
 - (iii) Quarterly Income Tax Return (BIR Form No. 1702Q) and Monthly Value-Added Tax Declaration (BIR Form No. 2550-M) (**Annex "U"**);
 - (v) Proof of Payment of PhilHealth Premium Contribution (**Annex "V"**);
- (i) Other contract document that may be required by existing laws and/or **PhilHealth** in the PBDs. **Metro Paper** 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 **Nine Hundred Forty-Seven Thousand Eleven Pesos and Fifty Two Centavos (PhP947,011.52)**, Metro Paper agrees to provide the **Various Papers (Lot 1 - Paper, Multicopy, A4)** and services and to remedy defects therein within the warranty period in accordance with its Bid.

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

5. **METRO PAPER** 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 **METRO PAPER** or any of its personnel or representative, without prejudice to any other legal action that

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

ANALISA D. AVAREZ
Account Officer
Metro Paper Converter Phils., Corp.

LOLLIA V. TULLAO, CESO V
Senior Manager
Physical Resources and Infrastructure Department

WITNESS
MARICAR ABUNDABAR
METRO PAPER CONVERTER PHILS., CORP.

WITNESS
PHILHEALTH

PHILHEALTH may have against **METRO PAPER** for, in relation to the implementation of the Contract.

6. 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 **METRO PAPER** agree that any legal action, suit or proceeding arising out of or relating to the Contract should be instituted in a court of jurisdiction where the principal office of **PHILHEALTH** is located.

7. 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.
8. EFFECTIVITY CLAUSE. This Agreement shall take effect upon signing thereof by the Parties and **METRO PAPER** 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


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

METRO PAPER CONVERTER PHILS., CORP.

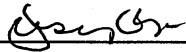

ANALISA D. ALVAREZ
Account Officer

Recommending Approval:

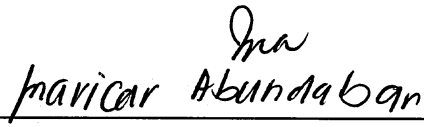


LOLITA V. TULIAO, CESO V
Senior Manager,
Physical Resources & Infrastructure Department (PRID)

Signed in the presence of:



Witness
PhilHealth



Witness
Metro Paper Converter Phils., Corp.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF City of Manila) S.S.

JUN 16 2022

BEFORE ME, this ___ day of _____ 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

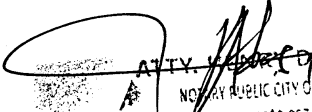
ANALISA D. ALVAREZ
Metro Paper Converter Phils., Corp.

Driver's License NO1-12-00589

Known to me to be the same persons who executed the foregoing Contract on the Bidding for the Procurement of Various Papers (Lot 1 – Paper, Multicopy, A4) consisting of one hundred thirty one (131) 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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Book No. XXXVII
Series of 2022


ATTY. J. D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2020-097 / 12/31/2021 Manila
IBP NO. 178598 01/05/2022, PASIG
PTR. NO. 0060197 01/05/2021 MLA
ROLL NO. 29573, TIN: 172 533-020
MCLE COMPL. NO. VII-0003143 02/25/2019 VERA RIBERA, 25334
UPDAN DECA NOTARIAL MANILA, B.I. UNIT 355, EDIFICIO MANILA
ORDER SUPREME COURT B.M. NO. 3795 EXTENDED FROM JAN. 1 TO JUNE 30, 1959