

**Philippine Health Insurance Corporation**

REPUBLIC OF THE PHILIPPINES  
709 CityState Center Bldg.  
Shaw Blvd. Brgy. Oranbo, Pasig City  
TeleFax: 8637-3158 637-4735

**JOB ORDER**  
(Non-Inventoriable Items)

Supplier **AMERICAN TECHNOLOGIES, INC.**  
Address 5 Ideal St. cor. McCollough St. Brgy. Additional Hills, Mandaluyong City  
Tel.Fax No. 8584-9999 loc. 1324 / 0945-5291138    ctorreliza@ati.com.ph

Job Order No.: **JO-2021-027**  
Date: October 26, 2021

Terms of Payment: On Account

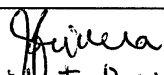
Supplier Registered with: PhilGEPS Registration Certificate No. 201006338632074402648

Mode of Procurement: Small Value Procurement - Section 53.9

Gentlemen:  
Please deliver the following article(s), product(s), supplies, or materials listed below, subject to the terms and conditions contained herein:

Please deliver to this office within **Three (3) days upon receipt of Job Order (October 2021 to March 2022)** upon approval of the following

NO.	QTY	UNIT	SERVICE DETAILS	UNIT PRICE	TOTAL AMOUNT
1	6	months	<p><b>Comprehensive Maintenance of Five (5) units PACU units located at Data Center</b></p> <p><u>Scope of Works:</u></p> <p><b>A. Monthly Regular Maintenance</b></p> <ol style="list-style-type: none"> <li>Cleaning of air filters and condensate drain.</li> <li>Cleaning of cooling and condenser coils.</li> <li>Check-up of the following: <ol style="list-style-type: none"> <li>Operating parameters such as, voltage, amperage, temperatures, humidity, sensitivity and system operating pressures.</li> <li>Microprocessor controls and its parameters for temperature conformance.</li> <li>Mechanical and electrical parts &amp; components from possible wear such as drive belts, motors, blower shaft assembly, contactors, relays, etc.</li> <li>Leak on refrigerant pipes.</li> </ol> </li> <li>Adjusting of control settings if found beyond set operating parameters.</li> <li>Tightening and cleaning of terminal connections.</li> <li>Perform calibration and testing of sensors &amp; controls to conform to the right parameters.</li> <li>Conduct leak repair and charging of refrigerant if traces of leak were found on refrigerant pipes and system pressure dropped below standard reading.</li> <li>Replace any mechanical and electrical parts that were found defective due to normal wear.</li> </ol> <p><b>B. Quarterly Regular Maintenance</b></p> <ol style="list-style-type: none"> <li>General cleaning of evaporator and condenser coils using pressure washer with appropriate chemical.</li> <li>Cleaning of unit panels and air grilles.</li> <li>Cleaning of evaporator blowers and condenser fans.</li> <li>Declogging of condensate drain lines.</li> </ol> <p><u>Qualifications:</u></p> <ol style="list-style-type: none"> <li>Supplier must have a complete knowledge and expertise in the maintenance and troubleshooting of STULZ Precision Air-conditioning Units.</li> <li>Supplier must have a complete line of available genuine parts necessary for the replacement of defective parts.</li> <li>Supplier must have similar comprehensive maintenance contract of STULZ Precision Air-conditioning Units with other firms for the past 3 years.</li> </ol> <ul style="list-style-type: none"> <li>Supplier shall submit Certificate having comprehensive maintenance contract with stulz PACU from other firms for the past three (3) years (for validation of the</li> </ul> <p><u>Miscellaneous Provisions</u></p> <ol style="list-style-type: none"> <li>Service and maintenance personnel/s should be technically equipped with a high level of expertise that could answer and explain properly any technical questions by PHIC representative.</li> <li>Response time from receipt of service call should be within 2hours.</li> <li>A comprehensive Service and Maintenance Report should be submitted to PHIC representative after every service and maintenance or check-up conducted.</li> <li>PHIC representative shall sign the service and maintenance report if the work done has been satisfactory and acceptable. If ever the work is not acceptable, it has to be repeated at no expense to PHIC.</li> </ol>	66,666.67	400,000.00

<p>CONFORME:</p> <p align="center">   <b>GYLLIAN F. RIVERA</b>  Signature over Printed Name and  Position of Authorized Representative </p>	<p>Received copy of J.O.:</p> <p align="center"> <u>NOV. 16, 2021</u>  Date </p>
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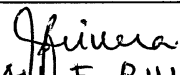
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NO.	QTY	UNIT	SERVICE DETAILS	UNIT PRICE	TOTAL AMOUNT
			<b>Miscellaneous Provisions</b>  Payment shall be made upon submission of complete billing documents: <ul style="list-style-type: none"><li>• Invoice</li><li>• Accepted service and maintenance reports of the applicable month.</li></ul>		
					400,000.00
			LESS: EWT 2% 7,142.86 GMP 5% 17,857.14		25,000.00
					375,000.00
			P.R. No./ Requesting Unit: 21-0135 dtd. 09/20/21 PRID		
			Total Amount in Words : <b>Three Hundred Seventy Five Thousand Pesos only</b>		

- Terms & Conditions:**
- AMERICAN TECHNOLOGIES, INC. holds PHIC free and harmless from any claims, 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 AMERICAN TECHNOLOGIES, INC. or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against AMERICAN TECHNOLOGIES, INC. for, in relation to the implementation of the Contract.
  - The agency shall impose penalty in an amount equivalent to 1/10 of one (1%) percent of the total value of undelivered order for each day of the delay as liquidated damages.
  - If the date of receipt of the Job Order (J.O.) by the dealer is not indicated, it shall be deemed received on the day it was acknowledged to have been received by a representative either through fax or e-mail.
  - Delivery of the above item(s) shall be made within the prescribed schedule dates. Supplier are advised to inform SBAC-Contract Management Team at least two (2) days before the delivery. Use of elevator shall only be from 09:00 to 11:30 a.m. and 1:30 to 3:00 p.m. during Mon/Wed/Fri (MWF). All item(s) delivered shall be accepted by the PSMD at 15th Floor, Room 1501 Citystate Ctr. Bldg., Pasig City.
  - Delivery Receipt and Sales Invoice shall be required for one-time complete delivery of the goods.
  - Defective, incompatible or non-compliant of goods as to specification when quoted shall be rejected and returned at the time of delivery with provision for a back-up unit in case of repair.
  - 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 or 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 which 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.
  - In all cases, the request for extension should be submitted before the lapse of the original delivery date. The maximum allowable extension shall not be longer than the initial delivery period as stated in the original contract.
  - 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.

CONFORME:	 <b>GYLLIAN F. RIVERA</b> Signature over Printed Name and Position of Authorized Representative	Received copy of J.O.:  <b>NOV. 16, 2021</b> Date
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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 RA. 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, PHIC and AMERICAN TECHNOLOGIES, INC. agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court in Pasig City, to the exclusion of other courts of equal jurisdiction.

10. Attorney's Fees - In the event that PHIC 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 (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.

11. EFFECTIVITY CLAUSE. This agreement shall take effect upon signing hereof by the Parties and AMERICAN TECHNOLOGIES, INC. shall commence performance of its obligations upon the acceptance of PHIC Job Order.

Very truly yours,

JOSEPH O. VERGARA DPH.  
Head, SBAC & Procurement

Certified Budget Available:	Funds Available in the amount of:	Php400,000.00	APPROVED:
for: <u>Editha O. Ramasta</u> EDITHA O. RAMASTA Fiscal Controller IV	<u>Maria Aileen S. Magino</u> MARIA AILEEN S. MAGSINO Fiscal Controller III		<u>Lolita V. Tuliao</u> LOLITA V. TULIAO Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative
Within the COB: <u>Oct 2021</u>			
Expense Code: <u>502305001 / 502305010</u>			
Budget: <u>9400,000.00</u>			
Remarks: <u>CHARGED TO THE SUPPLEMENTAL BUDGET OF PRID</u>			

CONFORME:

Gyluan F. Rivera  
Signature over Printec Name and  
Position of Authorized Representative

Received copy of J.O.:

NOV-16, 2021  
Date