

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

(Non-Inventoriable Items)

Mode of Procurement: 53.9

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

upon approval of the following

CONFORME:

NICHOLAS J. SPOFFORD

Signature over Printed Name and
Position of Authorized Representative

Received copy of J.O.:

12/17/21

Date

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)

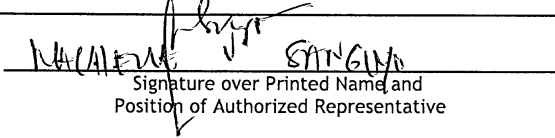
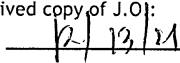
Supplier **NEW WORLD DIAGNOSTIC INC.**
Address **D. Tuazon Avenue, Quezon City**
Tel.Fax No. **09336002395/8790-8888 loc 250 (rachel.sanguyo@nwdi.com.ph)**
Supplier Registered with: **PhilGEPS (Certificate Reference No. 20111045039225647569)**

Job Order No.: **JO-2021-032**
Date: **November 24, 2021**
Terms of Payment: **On Account**
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 **Thirty (30) calendar days** upon approval of the following

NO.	QTY	UNIT	SERVICE DETAILS	UNIT PRICE	TOTAL AMOUNT
			<p>8. The contracted Drug Testing provider shall be amenable to any adjustment in the scheduled dates favorable to the client, provided there is a prior information/ notice given by the HRD-Clinic personnel;</p> <p>9. Shall submit to the HRD/ HRD-Clinic the final report of the drug testing activity conducted to the employees with the following information:</p> <p>a. Total Number of Employees b. Number of Personnel Tested c. Number of Personnel Tested Positive d. Substances Tested for Date of Testing</p> <p>10. Shall submit both the soft and hard copies of the drug screening/test results, per batch, to the HRD-Clinic within 4 working days from the day of each conduct, except for positive results, which will be sent immediately for notification and subsequent confirmatory test;</p> <p>11. Shall submit the confirmatory results for positive drug tests, after being confirmed by the DOH, within three to four weeks from the date of the drug activity.</p> <p>II.DURATION & DELIVERY OF SERVICE The conduct of the drug screening/ testing activity shall be done on December 2021, for the 881 Central Office incumbent, regular and casual employees, subject to adjustment, as agreed upon by both parties.</p> <p>III.BILLING AND PAYMENT 1. The amount for the services actually rendered, as certified by the PhilHealth Clinic Physician, based on the rates prescribed in quotation of canvass/proposal, shall be paid to the contracted drug laboratory provider, as indicated in the Statement of Account, inclusive of all taxes and other required government fees.</p> <p>2. PhilHealth shall remit to the drug laboratory provider the payment for drug screening/ testing expenses incurred by its employees (based on actual), within 30 working days from receipt of respective billing statements, the examination results and other required documents, if any, in accordance with the existing accounting and auditing rules and regulations.</p> <p>LESS: EWT 2% 4,719.64 GMP 5% 11,799.11</p> <p>P.R. No./ Requesting Unit: 21-0114 dtd. 08/03/21 HRD</p>		<p>264,300.00</p> <p>16,518.75</p> <p>247,781.25</p>
Total Amount in Words : Two Hundred Forty-Seven Thousand Seven Hundred Eighty One Pesos and Twenty Five Centavos Only					

CONFORME:	 Signature over Printed Name and Position of Authorized Representative	Received copy of J.O:  Date
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Philippine Health Insurance Corporation

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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 Thirty (30) calendar days upon approval of the following

- Terms & Conditions:**
- NEW WORLD DIAGNOSTIC 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 NEW WORLD DIAGNOSTIC INC. or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against NEW WORLD DIAGNOSTIC 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.
- Any legal action, suit or proceeding arising out of or relating to the Contact 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 NEW WORLD DIAGNOSTIC 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 commerce 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 NEW WORLD DIAGNOSTIC INC. shall commence performance of its obligations upon the acceptance of PHIC Job Order.

11-326

Very truly yours,
JOSEPH O. VERGARA DPh.
Head, SBAC & Procurement

Certified Budget Available:		Funds Available in the amount of:	APPROVED:
<div> <div>EDITHA O. RAMASTA</div> <div>Division Chief</div> </div>		<div> <div>ROMMEL C. REYES</div> <div>Fiscal Controller III</div> </div>	
<div> <div>Within the COB:</div> <div>Expense Code:</div> <div>Budget:</div> <div>Remarks:</div> </div>			
<div> <div>CONFORME:</div> <div> <div>Signature over Printed Name and</div> <div>Position of Authorized Representative</div> </div> </div>			
<div> <div>Received copy of J.O.:</div> <div> <div>Date</div> </div> </div>			