



Republic of the Philippines
Department of Education
 REGION IV-A CALABARZON



Legal-CO01-2024-398

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

DEPARTMENT OF EDUCATION REGIONAL OFFICE IV-A CALABARZON, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **CLIENT**.

-and-

DRUGCHECK PHILIPPINES, INC., with principal address at Unit 3 Doña Consolacion Bldg., General Santos Ave., Cubao, Quezon City, represented herein by its Vice President and General Manager, **JOHN F. CATINDIG**, hereinafter referred to as the **SERVICE PROVIDER**.

W I T N E S S E T H

WHEREAS, the **CLIENT** has undertaken the procurement of the **“PHYSICAL EXAMINATION AND LABORATORY for the 2024 ANNUAL PHYSICAL AND LABORATORY EXAMINATION WITH VACCINATION OF DEPED REGIONAL EMPLOYEES”** on **September 6, 13 and 20, 2023**.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE HUNDRED FORTY-EIGHT THOUSAND EIGHTY PESOS ONLY (Php348,080.00)**;

WHEREAS, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 9184, otherwise known as the “Government Procurement Reform Act of 2003”, allows an agency to resort to Small Value Procurement as alternative method of procurement where the amount involved does not exceed the threshold amount of One Million Pesos (Php1,000,000.00) as prescribed in Annex “H” thereof;

WHEREAS, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on August 14, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on August 13, 2024 to August 19, 2024;

WHEREAS, RFQs were sent to five (5) prospective suppliers namely:

1. Drugcheck Philippines, Inc.;
2. Accurate Health Medical Group (Heartland Medical and Diagnostic Center);
3. Healthline Medical Health Services;
4. Best Diagnostic Corporation; and
5. Prolab Diagnostics Co.



Address: Gate 2, Karangalan Village, Cainta, Rizal
 Telephone No.: 02-8682-2114
 Email Address: region4a@deped.gov.ph
 Website: depedcalabarzon.ph



Certificate No. PHP QMS
 22 93 0085

WHEREAS, five (5) suppliers submitted their respective proposals before the deadline for the submission of quotations, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID
DRUGCHECK PHILIPPINES INC.	PhP201,400.00
MEDICAL BENEFIT CLEARINGHOUSE INC.	PhP259,285.00
PROLAB DIAGNOSTICS CO.	PhP281,650.00
ACCURATE HEALTH MEDICAL GROUP (HEARTLAND MEDICAL AND DIAGNOSTIC CENTER)	PhP284,140.00
MEDISENSE LABORATORY CENTER INC.	PhP309,740.00

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **DRUGCHECK PHILIPPINES INC.**, the BAC found that it was compliant with the proposed amount of **TWO HUNDRED ONE THOUSAND FOUR HUNDRED PESOS ONLY (PhP201,400.00)**.

WHEREAS, after review and deliberation on the proposal of the lowest read bidder, the BAC found the bidder compliant and responsive to the technical and financial requirements of the procurement activity hence, subsequently declared **Service Provider**, as the Lowest Calculated and Responsive Quotation (LCRQ);

WHEREAS, the Client invited Bids for the Procurement of food and hotel accommodation of the participants, in the **"2024 ANNUAL PHYSICAL AND LABORATORY EXAMINATION WITH VACCINATION OF DEPED REGIONAL EMPLOYEES"** on **September 6, 13 and 20, 2023** and has accepted the bid/quotation of the **SERVICE PROVIDER** for the sum of **TWO HUNDRED ONE THOUSAND FOUR HUNDRED PESOS ONLY (PhP201,400.00)**. (Hereinafter called "the Contract Price").

NOW, THEREFORE, for and in consideration of the foregoing premises of the mutual covenants and provisions hereafter set forth, the parties hereto have agreed and do hereby mutually agree as follows:

Section 1
Responsibilities of the Service Provider

The **Service Provider** shall:

1. Provide and deliver the following test and/or examinations with the corresponding price:

ITEM	DESCRIPTION	QUANTITY (no. of pax)	UNIT COST (per pax)
1	Chest X-Ray	170	PhP300.00
2	Fasting Blood Sugar	170	PhP80.00
3	Total Lipid Profile	170	PhP350.00
4	Serum Creatinine	170	PhP80.00
5	Serum SGPT	170	PhP80.00
6	Blood Uric Acid	170	PhP80.00
7	Complete Blood Count	170	PhP75.00
8	Urinalysis	170	PhP75.00
9	12 L ECG	33	PhP200.00
10	Pap Smear	11	PhP400.00
11	Physical Exam with Breast Examination by Physician (1 male physician for males, and 1 female physician for females)	170	0.00
12	Eye check up using Autorefractometer validated by licensed Optometrist	170	0.00

2. Maintain that all of the services to be performed under or pursuant to this contract shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances;
3. Provide a professional group who shall conduct the diagnostic and other procedure/examination services. This shall include personnel such as but not limited to health care professionals, technicians, staff assistants, complete equipment, appropriate garbage/disposal bins especially for hazardous wastes and other equipment necessary to carry out the examination;
4. Conduct the above-mentioned diagnostic and screening procedures/examination in accordance with the existing rules and regulations of Department of Health;
5. Clear and reputable laboratory which is duly accredited by the Department of Health;
6. Ensure that the following precautions are done during the conduct of the Annual Physical Examination:
 - a. Change disposable gloves and facemasks after every employee who will undergo the blood extraction;
 - b. One (1) disposable hospital gowns for every employee who will undergo the Chest X-ray taking;
 - c. Disposable bed sheet/cover for every employee who will undergo the ECG and Papsmear;
 - d. Disinfection of the area after every use;
 - e. Easy access/stairs for the mobile x-ray machines;
 - f. Physical Examination flowchart and signage;
 - g. Light snacks after blood extraction for employees who underwent fasting.
7. Accommodate the following employees upon endorsement of the designated staff to undergo physical examination onsite location or to the **Service Provider's** Laboratory/clinic after the scheduled onsite:
 - a. Who were not able to undergo the physical examination
 - b. Who are not scheduled and/or have yet to undergo the physical examination but reported and expressed intent to undergo examination onsite.
8. Secure the written waiver of rights from the employees of their right to the confidentiality of information between the physician and patient for procedures and examinations undertaken during the physical examination. The written waiver shall include the authorization for the **Service Provider** to submit to the **Client** all documents derived from the physical examination for incorporation in the health profile of the employees;
9. Required to submit the following to the **Client** and/or the designated focal person, in accordance with the prescribed period:
 - a. Sealed results of physical examination and laboratory services, if any, two (2) weeks after the scheduled test;
 - b. Hard and soft copies of the physical examination results including a consolidated report in a sealed package after four (4) weeks after the scheduled testing;

- c. A consolidated report detailing the physician's findings, including any disabilities, patient's history and laboratory results must be submitted by the **Service Provider** in soft and printed copy six weeks after the last day of the conduct of the physical examination. All medical records, laboratory results and other important information obtained by the **Service Provider** shall be treated with confidentiality

Section 2 Responsibilities of the Client

The **Client** shall:

1. Assign point person/s who will coordinate with the **Service Provider**;
2. Provide the **Service Provider** with the relevant data of the personnel prior to the scheduled date of testing, as well as a Master List of the personnel who will undergo the examination;
3. Arrange the schedule of the personnel;
4. Pay the total amount of **TWO HUNDRED ONE THOUSAND FOUR HUNDRED PESOS ONLY (PhP201,400.00)** for all the services it will offer;
5. Exercise strict discipline, close supervision and exclusive control and administration over its personnel in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the **Service Provider** on the matter;

Section 3 Terms of Payment

The **Client** binds itself to pay the **Service Provider** within thirty (30) days after the conclusion of the physical examination. The **Client** hereby understands that the focal person must be the one responsible for the immediate processing of payments.

Section 4 Termination of Contract

Any party may terminate this Contract based on the grounds provided and after compliance with Annex "I" of the 2016 Implementing Rules and Regulations of Republic Act 9184.

Section 5 Venue of Action

The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

Section 6
Capacity and Authorization

Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation between the parties.

Section 7
Other conditions of the contract

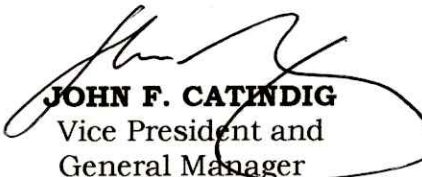
- a. In case of damage to the property of the participants of the **Client** caused by negligence of the personnel of the **Service Provider**, the **Service Provider** shall be liable for the damages;
- b. Necessary medical services and facilities shall be the responsibility and for the account of the **Service Provider**; and
- c. The **Service Provider** shall cause the notarization of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of **SEP 02 2024** at **QUEZON CITY**, Philippines.

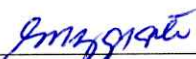
**Department of Education
Region IV-A CALABARZON**

**Drugcheck Philippines
Inc.**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


JOHN F. CATINDIG
Vice President and
General Manager

SIGNED IN THE PRESENCE OF:


EDUARDA M. ZAPANTA
Chief EPS, ESSD
DepEd Region IV-A CALABARZON

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this
personally appeared:

SEP 02 2024

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	_____
John F. Catindig	_____	_____

who are known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary act and deed.

This instrument, consisting of six (6) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, at the place and date above-written.

Notary Public

Doc. No. 242;
Page No. 49;
Book No. LXXXIX
Series of 2024.


ATTY. ROSALINDA ADRIANO MONTENEGRO
NOTARY PUBLIC
My Commission expire on Dec. 31, 2025
Admin. Matter No. NP-067(2024-2025)
PTR No. 5555358-01/03/2024-Q.C.
IBF OR No. 397268-01/05/2024-Q.C.
ROLL No. 68465
MCLE Compliance No. VII-0021672 Valid Until April 14, 2025
Unit 312, Acra Bldg. 137 Nisarda St.,