



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

23 JUN 2023

DR. JENNIFER C. DEODUCO-MERCADO, MD, MMHOA, FPSP

Head, National Reference Laboratory
East Avenue Medical Center
East Avenue, Diliman, Quezon City

Dear **Dr. Deoduco-Mercado:**

We are pleased to inform you that the contract for the Project, "Conduct of Random Drug Testing for DBM Central Office (CO) Officials and Employees," in the amount of Two Hundred Fifty Thousand Pesos (P250,000.00), is hereby awarded to the East Avenue Medical Center.

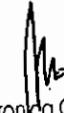
Thank you and God Bless.

Very truly yours,


AMENA F. PANGANDAMAN
Secretary

NATIONAL REFERENCE LABORATORY
EAST AVENUE MEDICAL CENTER
EAST AVENUE, DILIMAN, QUEZON CITY

RECEIVED BY:
EMPLOYEE NAME:
DATE:


Maria Veronica C. Eulogio, RCh
License No. 0010653
JUNE 29, 2023



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE TO PROCEED

AUG 14 2023

DR. JENNIFER C. DEODUCO-MERCADO, MD, MMHOA, FPSP

Head, National Reference Laboratory
East Avenue Medical Center
East Avenue, Diliman, Quezon City

Dear **Dr. Deoduco-Mercado:**

This is to inform your agency that the performance of the obligations specified in the attached Memorandum of Agreement for the Project, "Conduct of Random Drug Testing for DBM Central Office (CO) Officials and Employees," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (the Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,


AMENAH F. PANGANDAMAN
Secretary

I acknowledge receipt and acceptance of this Notice on 08/18/2023.

Name of Authorized Representative: Jennifer C. Deoduco-Mercado

Signature: Jennifer C. Deoduco-Mercado

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This memorandum of agreement is made and entered into this AUG 18 2023 day of 2023, by and between:

The **DEPARTMENT OF BUDGET AND MANAGEMENT (DBM)**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at General Solano Street, San Miguel, Manila represented hereinafter by **SECRETARY AMENAH F. PANGANDAMAN**, hereinafter referred to as the "FIRST PARTY;"

-and-

EAST AVENUE MEDICAL CENTER / NATIONAL REFERENCE LABORATORY FOR ENVIRONMENTAL AND OCCUPATIONAL HEALTH, TOXICOLOGY AND MICRO-NUTRIENT ASSAY, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at East Avenue, Diliman, Quezon City, represented herein by its **MEDICAL CENTER CHIEF II, ALFONSO G. NUÑEZ III, MD, FPCS, MMHQA**, hereinafter referred to as the "SECOND PARTY."

WITNESSETH:

WHEREAS, the FY 2023 Supplemental Annual Procurement Plan No. 3 of the FIRST PARTY includes the Project, "Conduct of Random Drug Testing for DBM Central Office (CO) Officials and Employees," with an Approved Budget for the Contract of Two Hundred Fifty Thousand Pesos (P250,000.00);

WHEREAS, the FIRST PARTY determined the need to engage with an authorized health facility to conduct random drug testing among DBM Central Office officials and employees, pursuant to Department Order (DO) No. 19, series of 2019,¹ dated September 13, 2019;

WHEREAS, Items V(D)(5)(a) and (b) of Annex "H" of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184² re Consolidated Guidelines for the Alternative Methods of Procurement (Guidelines) provide, in part, the definition of Agency-to-Agency as the "[p]rocurement from another agency of the Government (i.e., Servicing Agency) that has the mandate to deliver the goods or services or to undertake infrastructure projects or consultancy services as required by the Procuring Entity," and the rule that it is the general policy of the government to purchase its requirements from the private sector. However, it acknowledges that, in some exceptional cases, procurement from another agency of the government is more efficient and economical for the government, subject to the following conditions, among others: (i) The Procuring Entity shall justify that entering into an Agency-to-Agency Agreement with the Servicing Agency is more efficient and economical to the government; (ii) The Servicing Agency has the mandate to deliver the goods and services required to be procured or to undertake the infrastructure project or consultancy required by the Procuring Agency; (iii) The Servicing Agency has the absorptive capacity to undertake the project; (iv) The Servicing Agency owns or has access to the necessary tools and equipment required for the project; and (v) Sub-contracting is not allowed. xxx";

WHEREAS, the SECOND PARTY has the mandate of providing quality medical care and treatment to patients irrespective of sex, socio-economic status and religious creed;³

WHEREAS, the SECOND PARTY represents a reputable screening drug testing laboratory duly accredited by the Department of Health and has the expertise to perform drug testing for both domestic and overseas workers;

WHEREAS, the SECOND PARTY offers its drug testing services to the FIRST PARTY for the latter's drug testing requirements in its pursuit of safety in workplaces and wellness of their employees;

¹ Updated Guidelines on the Implementation of a Drug-Free Workplace Policy

² Government Procurement Reform Act

³ As indicated on EAMC website via this link: <https://eamc.doh.gov.ph/index.php/transparency/abouteamc/mandate>

[Handwritten signatures and initials on the left margin]

WHEREAS, the FIRST PARTY and the SECOND PARTY, as the Servicing Agency, agree to undertake the Agency-to-Agency Agreement for the conduct of the Project, subject to the terms and conditions provided hereunder;

NOW, THEREFORE, the FIRST PARTY accepts the offer of the SECOND PARTY subject to the following terms and conditions:

A. GENERAL PROVISIONS

1. The following documents shall form and be read and construed as part of this Memorandum of Agreement (MOA):

- Annex A – Terms of Reference
- B – Submitted Certification
- C – Notice of Award

2. That the SECOND PARTY shall conduct drug testing of FIRST PARTY's employees for a fee of Six Hundred Twenty-Five Pesos (Php 625.00) per head for five parameters (Methamphetamine, Tetrahydrocannabinol, Cocaine, Opiates, MDMA [Multi panel drugs]), and in such case, the resulting change in the total cost shall not exceed the Contract Price of Two Hundred Fifty Thousand Pesos (P250,000.00).

3. That for "Drug Test in Workplace", the FIRST PARTY shall provide transportation and meals/snacks to the SECOND PARTY's personnel.

4. That for "Drug Test in Workplace", the SECOND PARTY shall obtain the official list of employees from Authority of the FIRST PARTY at the start of the tests that shall form part of the documents to be submitted to the FIRST PARTY.

5. That for "Drug Test in Workplace", both parties agree to set a definite time as to the completion of the tests and any employee arriving beyond the stated time shall not be tested.

6. That the SECOND PARTY is obliged to keep the schedule or plan of "Drug Test in Workplace" confidential at all times.

7. That the SECOND PARTY shall ensure it has available qualified personnel to conduct drug tests and that it has sufficient and ample stocks of drug test kits.

8. That the SECOND PARTY shall ensure its drug test kits are not expired and are fully capable of determining or detecting drug intake by the employee.

9. That all positive screening drug test result shall be subjected to confirmatory analysis to be done by the SECOND PARTY and result of which shall be made known to the FIRST PARTY immediately after the release of the results of the confirmatory tests.

10. That result of tests shall be made known to the Authority of the FIRST PARTY, especially if there are positive results. A copy which shall be forwarded to the FIRST PARTY.

11. That the SECOND PARTY is obliged to report to the FIRST PARTY any employee who offers gifts, monetary considerations or any special favor in order to mitigate or alter the result of the tests.

12. That both parties agree that testing can be suspended due to natural disaster, earthquake, floods, volcanic eruption, civil unrest, and any other emergencies.

13. That the SECOND PARTY reserved the right to refuse testing should the SECOND PARTY's personnel are in any danger or there is reasonable threat to their life or safety.

14. It is agreed that there is no employer-employee relationship between the FIRST PARTY's personnel on one hand and the SECOND PARTY on the other hand.

15. Either Party shall hold the other free and harmless against, and shall indemnify the other from, any complaint, or liability arising from its failure to comply with its promise or obligations under this AGREEMENT.

[Handwritten signatures and initials in the left margin]

16. The Parties agree that this MOA, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the Parties are included in this MOA, including the attached Annexes, except as set forth herein.

17. That this Agreement shall become effective from the date of its signing and shall continue until **December 31, 2023**. The period for the performance of the obligations under this MOA shall not go beyond the validity of the appropriation for this Project.

B. GOVERNING LAW

This MOA shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any action to enforce or interpret this MOA shall be brought in the courts of the City of Manila to the exclusion of all other courts.

C. DISPUTE SETTLEMENT

All disputes, controversies or claims arising out of or relating to this Agreement shall first be mutually resolved by the parties. Unresolved disputes or issues shall be resolved before the Office of the Solicitor General pursuant to the Rules on Alternative Dispute Resolution for Disputes between National Government Agencies.

D. GOOD FAITH

The Parties shall act in good faith with respect to each other's rights under this MOA and to adopt all reasonable measures to ensure the realization of the objectives of this MOA.

E. NON-WAIVER OF RIGHT

The failure of either party to enforce any provision of this MOA shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this MOA.

F. CONFIDENTIALITY OF INFORMATION

The Parties shall not divulge or disclose to third persons any information obtained in the course of this MOA. Any disclosure shall be subject to the written consent of the Parties Concerned.

In the performance of its obligations under this MOA, therefore, the Parties hereby agree to observe all relevant provisions of the Data Privacy Act of 2012 (Republic Act No. 10173), its implementing rules and regulations, and all relevant issuances of the National Privacy Commission.

G. SEPARABILITY

If any provisions of this MOA shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this MOA is invalid or unenforceable, by limiting such provision shall be deemed to be written, construed, and enforced as so limited.

H. PARAGRAPH HEADINGS

The titles to the paragraphs of this MOA are solely for the convenience of the Parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this MOA.


IN WITNESS WHEREOF, the parties have hereunto affixed their signature on this _____ day of _____, 2023 at _____, Philippines.

DEPARTMENT OF BUDGET AND MANAGEMENT
First Party


EAST AVENUE MEDICAL CENTER
Second Party


By:


Approved as 57C 8/11/23
for **AMENAH F. PANGANDAMAN**
Secretary


DR. ALFONSO G. NUÑEZ III
Medical Center Chief II
East Avenue Medical Center

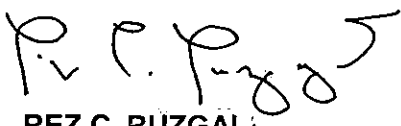
SIGNED IN THE PRESENE OF:



ACHILLES GERARD C. BRAVO
Assistant Secretary, Internal Management Group
Department of Budget and Management


ATTY. RONNIE G. RAGONTON
Attorney IV, Head, Legal Office
East Avenue Medical Center


ATTY. RAMON VICENTE B. ASUNCION
Director IV, Administrative Service
Department of Budget and Management


DR. JENNIFER D. MERCADO
Head, National Reference Laboratory
East Avenue Medical Center


REZ C. RUZGAL
Chief Administrative Officer
Human Resource Management Division
Department of Budget and Management


PETER B. LUEGO, RN, MGM
Chief Administrative Officer
East Avenue Medical Center

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this AUG 16 2023 day of _____, 2022 personally appeared the following:

<u>Name</u>	<u>ID No.</u>	<u>Validity</u>
AMENAH F. PANGANDAMAN	DBM ID No. 4136	
ALFONSO G. NUÑEZ III	PRC NO. 0091007	8/23/2023

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This document of three (4) pages including this page upon which this acknowledgement is written, signed by the parties and their instrumental witness in the space provided for their signature on the left hand margin on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of AUG 18 2023, 2023.

Doc. No. 401
Page No. 81
Book No. CYP/111
Series of 2023

ATTY. GARY CAMITAN AURE
 NOTARY PUBLIC, ROLL NO. 60777
 PTR No. 0801149 Issued on Jan. 3, 2023 until Dec. 31, 2023 Manila
 ISP License No. 14539 Issued on Feb. 2, 2016
 Commission No. 2227-013 Issued on Nov. 19, 2022 Effective Jan. 1, 2023 Until Dec. 31, 2025 Manila
 PRC No. 00900342 Issued on Nov. 28, 2013 Valid Until April 14, 2025 Pasig City
 Office Address: L2F 1 Upper Ground Floor, Burgundy Transpacific Place,
 2044 A. Taft Avenue, Malate, Manila 1004

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