

PURCHASE ORDER

Department of Health

PHILIPPINE INSTITUTE OF TRADITIONAL AND ALTERNATIVE HEALTH CARE

SUPPLIER: MACRO HEALTH RESEARCH ORGANIZATION, INC.

ADDRESS: 16-18th Avenue, Barangay San Roque, Cubao, Quezon City

TIN : 009-220-327-000

PROCUREMENT NEGOTIATED PROCUREMENT (53.6 Scientific, Scholarly or Artistic work, Exclusive
: Technology and Media Service)

P.O. NO.:

25-01-0003

DATE:

January 8, 2025

PR NO.:

24-10-0230

DATE:

October 22, 2024

Gentlemen:

Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery:

PITAHG-CENTRAL OFFICE

Delivery Term:	
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refer to Contract of Agreement

Date of Delivery:

refer to Contract of Agreement

Payment Term:

refer to Contract of Agreement

STOCK NO	UNIT	DESCRIPTION	QTY	UNIT COST	AMOUNT
	LOT	<p>CONSULTANCY SERVICES FOR THE CONDUCT OF "SURVEY ON THE UTILIZATION OF TRADITIONAL, COMPLEMENTARY, AND INTEGRATIVE MEDICINE (TCIM) IN GOVERNMENT HEALTH FACILITIES"</p> <p>***please refer to Contract of Agreement for the terms and conditions</p>	1		<p>4,997,976.80</p> <p>4,997,976.80</p>

(Total Amount In Words)

**Four Million Nine Hundred Ninety-Seven Thousand, Nine
Hundred Seventy-Six Pesos and 80/100 only**

In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Very truly yours,

Conforme:

MA. TERESA C. INIGO, MD, FPCAM, CESE
Director General
Authorized Official

Signature over Printed Name of Supplier

Jan 21, 2025

Date _____

Requisitioning Office/ Department

MICHAEL D. JUNSAY

OIG-RDD
Authorized Official

MARY SHANE SALESALE

Accountant III

Authorized Official

Amount : ₹ 1,997,976.00

BUS No. : 02-101277-7024-01-0000060NAP



CONTRACT AGREEMENT

THIS AGREEMENT FOR THE CONDUCT OF "SURVEY ON THE UTILIZATION OF TRADITIONAL, COMPLEMENTARY, AND INTEGRATIVE MEDICINE (TCIM) IN GOVERNMENT HEALTH FACILITIES" made this 2025-01-21 day of 21 2025 between:

The PHILIPPINE INSTITUTE OF TRADITIONAL AND ALTERNATIVE HEALTH CARE (PITAHC), represented herein by its Director General, MA. TERESA CO-ÑIGO, MD, FPCAM, CESE, with principal address at PITAHC Building, Matapang Street, East Avenue Medical Center Compound, Barangay Central, Quezon City, Philippines, hereinafter called "the PITAHC"

and

MACRO HEALTH RESEARCH ORGANIZATION, INC. (MHROI), represented by MR. ONOFRE A. MAMINTA JR., President, with principal office address at No. 16, 18th Avenue, San Roque, Quezon City, Philippines 1109, hereinafter called "MHROI";

WHEREAS, consistent with RA No. 8423, PITAHC is mandated to plan and carry out research and development ("R&D") activities on traditional and alternative health care that directly impact public health care;

WHEREAS, PITAHC recognizes that critical evidence for policy decision essential to traditional and complementary medicine (T&CM) integration is not only limited to clinical efficacy data, but also includes: prevalence of usage, information on practitioners, services, and products in use, including risk assessment, cost of care, institutional arrangements for T&CM practitioners; and impacts of T&CM on health outcomes of the community;

WHEREAS, PITAHC acknowledges that national data on the utilization of T&CM in government health facilities is lacking and such data can aid the institute in identifying gaps in existing policies and areas that need support and guidance;

WHEREAS, PITAHC recognizes that in order to support the integration of T&CM and its inclusion into the national insurance system and the Department of Health Omnibus Health Guidelines per Life Stage, there is a need for sound baseline information on its prevalence of use, accessibility of the T&CM product, practice, and practitioner, as well as gaps in manpower, training, material, and budgetary requirements to make TCIM services in government health facilities functional and sustainable;

WHEREAS, the project entitled "*Survey on the Utilization of Traditional, Complementary, and Integrative Medicine (TCIM) in Government Health Facilities*," was determined to be implemented through the Alternative Method of Procurement, specifically Negotiated Procurement for Scientific, Scholarly or Artistic Work, and Exclusive Technology and Media Services, as outlined in Section 53.6 (b) of the Revised IRR of RA 9184;

WHEREAS, PITAHC, through its BAC, received only one proposal from MHROI, and after evaluating the proposal, it was concluded that entering into an agreement with MHROI would be more advantageous for PITAHC. This conclusion is based on the alignment of objectives, scope, and scale between PITAHC and MHROI's previous and ongoing projects, as well as MHROI's expertise, knowledge, and experience in social research;

WHEREAS, PITAHC is desirous that the MHROI implements the project "*Survey on the Utilization of Traditional, Complementary, and Integrative Medicine (TCIM) in Government Health Facilities*," (hereinafter called the Works") and PITAHC has accepted the Proposal of FOUR MILLION NINE HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED SEVENTY-SIX

CALVIN S. DE LOS REYES, PhD
Lead Consultant, MHROI

ONOFRE A. MAMINTA JR., MAHPS (HSS)
President, MHROI

MARY SHANE D. SALESAL
Accountant III, FD, PITAHC

MICHAEL D. JUNSAY, RPh, CPS, MBAH
OIC - Research and Development Division

MA. TERESA C. INIGO, MD, FPCAM, CESE
Director General, PITAHC

PESOS AND EIGHTY CENTAVOS (PHP 4,997,976.80), inclusive of all taxes for the execution and completion of such Consulting Services and the remedying of any defects therein;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as assigned to them in the Conditions of the Term of Reference referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. The Proposal Form submitted by the CONSULTANT;
 - ii. Terms of Reference attached to the Request for Proposal;
 - iii. Notice of Award and the Bidder's conforme thereto;
 - iv. Certificate of Availability of Funds;
 - v. Eligibility requirements, documents and/or statements; and
 - vi. Performance Security
3. In consideration of the payments to be made by the **PITAHC** to the **MHROI** as set forth below, the **MHROI** hereby covenants with **PITAHC** to execute and complete the Consulting Services and to remedy any defects therein in accordance with this Consultant's provisions in all respects.
4. The **PITAHC** hereby covenants to pay the **MHROI** in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of the contract at the time in the manner prescribed by the Contract.

Tranche	Activities	Expected Outcomes	%Payment	Expected Timeline
1st	<ul style="list-style-type: none">Acceptance of Notice to Proceed (NTP)Submission and presentation of Inception report	Three (3) hard copies and electronic copy of the ff: <ul style="list-style-type: none">Signed Notice to ProceedSubmission of the Inception Report two (2) weeks after the acceptance of NTP	15% (PhP 750,000.00)	Month 1
2nd	Submission of 1st Progress Report	Three (3) hard copies and electronic copy of the ff: <ul style="list-style-type: none">Progress Report to include:<ul style="list-style-type: none">report on preparation of study protocol and related documentsreport on recruitment and training of research staffreport on meetings and consultationsreport on social preparation and conduct of IDIs	35% (PhP 1,750,000.00)	Months 2-4


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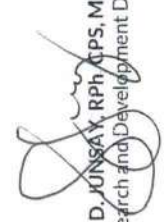

MA. TERESA C. INIGO, MO/FP/PCAM, CESE
 Director General, PITAHG

		<ul style="list-style-type: none"> ○ report on pilot testing of data collection tools ○ report on finalization of data collection tool/s and manual/s ○ preliminary report on policy reviews ○ report of coordination with government health facilities ○ report of data collection, processing, and analysis of 10% of participants to be sampled in the survey ○ photo-documentation of activities involved in the abovementioned reports <ul style="list-style-type: none"> • Ethical clearance from PHREB recognized ethics committee 		
3rd	Submission of 2nd Progress Report	Three (3) hard copies and electronic copy of the ff: <ul style="list-style-type: none"> • 2nd Progress Report to include: <ul style="list-style-type: none"> - report of coordination with government health facilities - report on data collection, processing, and analysis of remaining 90% of participants - status report on policy reviews - photo- documentation of activities involved in the abovementioned reports 	35% (PhP 1,750,000.00)	Months 5-7
Final	Submission and Acceptance of Final Report	Three (3) hard bound copies and electronic copy of the ff: <ul style="list-style-type: none"> • Approved Final report to include the following: <ul style="list-style-type: none"> ○ Results of the survey, analysis, and discussion vis-a-vis the objectives of the project ○ Copy of ethical clearance 	15% (PhP 750,000.00)	Months 8-9


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Director General, PITAHG

		<ul style="list-style-type: none">○ Copy of data collection tool• Photo-documentation of research dissemination activity• Research communication and dissemination plan• Policy brief/recommendation/strategies on:<ul style="list-style-type: none">○ integration of TCIM in government health facilities○ addressing regulatory challenges and inconsistencies○ supporting research and evidence generation○ Improving access to TCIM services○ Addressing ethical and cultural considerations for TCIM practice• Presentation to ManCom or Board of Trustees• Certificate of completion issued by the OIC-Research and Development Division/Chief Science Research Specialist and noted by the Director General		
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5. The **MHROI** shall complete the works in accordance with the Proposal Form within nine (9) months, commencing from the time both of the following conditions are fulfilled, signing of this Agreement and MHROI receipt of "Notice to Proceed".
6. Should the **MHROI** refuse or fails to satisfactorily complete the works within the specified completion period inclusive of granted time extension, if any, the **MHROI** shall be liable for damages for the delay and shall pay the PITAHC Liquidated damages in accordance with Annex E Section 8 of the Revised Implementing Rules and Regulations of RA 9184.
7. The performance bond posted by the **MHROI** shall subsist until the expiration of this Contract, and shall be answerable for whatever losses and/or damages that PITAHC or any of its officials and employees may incur/suffer for reason of non-performance by the **MHROI** of its obligations under this Contract.

8. The **MHROI** shall not, at any time, communicate to any person or entity any confidential information acquired in the course of the consultancy services, nor shall the **MHROI** make public the recommendations formulated in the course of, or as a result of, the consultancy services. For purposes of this, "confidential information" shall mean any information or knowledge, acquired by the **MHROI** arising out of, or in connection with, the performance of the consultancy services under this Contract, that is not otherwise available to the public.
9. Any studies, reports, plans or design, graphic or otherwise, prepared by the **MHROI** for PITAHC under this Agreement shall belong to and remain the property of PITAHC. The **MHROI** may retain a copy of such documents, exclusively for record purpose.
10. Any dispute arising out of the Agreement, which cannot be amicably settled between PITAHC and the **CONSULTANT** shall be referred to adjudication or arbitration, in accordance with the laws of the Philippines.
11. PITAHC reserves the right to terminate this Contract before the expiration thereof in case of unsatisfactory performance of the **MHROI** in accomplishing the tasks and responsibilities under Item III of this Contract. PITAHC or the **MHROI** may terminate this Contract for any reason, by notifying the other party, in writing, one (1) month prior to the intended effectivity date or termination.
12. The **MHROI** attests that he possesses the experience, skills, and an established record of competence required in performing the job as herein described.
13. The parties hereby agree that no employer-employee relationship, in any manner or form, is deemed created between PITAHC and the **MHROI** by virtue of this Contract.
14. The representatives of the **MHROI** attest that they are not related within the third degree of consanguinity or affinity to the officials of PITAHC.
15. The **MHROI** shall diligently and faithfully accomplish the undertakings herein agreed upon and shall perform all such services, acts and things connected therein. In the event of breach or failure on the part of the **MHROI** to accomplish these undertakings, PITAHC shall have the right to withhold payment, terminate this Contract upon prior written notice, and claim damages when necessary.
16. PITAHC may request the **MHROI** to perform additional services not covered by the original scope of work but are determined by PITAHC to be critical for the satisfactory completion of the consultancy services. This request shall be subject to mutual agreement by both parties after determining the extent and impact of the additional services on the schedule and cost of the PROJECT, pursuant to Section 53 (d) of RA 9184, and subject to the provision that additional payment for the variation order, if any, shall be allowed for this Contract subject to existing rules. Additional services shall be covered by a separate agreement billed separately subject to existing rules.
17. The **MHROI** shall furnish PITAHC such information related to the consultancy services that PITAHC may, from time to time, reasonably request.
18. The **MHROI** shall be liable for a penalty of one-tenth of one percent (0.1%) of the cost of the undelivered services for every single day of delay, unless the cause of the delay is attributable to circumstances beyond its control such as force majeure or fortuitous events, natural calamities, and other analogous or similar causes. Once the aggregate amount of penalties or liquidated damages, by reason of the inordinate delay, reaches ten percent (10%) of the cost of this Contract, PITAHC shall rescind this Contract, without prejudice to other courses of action and remedies open to it.
19. In case of notable delays, impossibility on the part of the **MHROI** to complete its undertakings, or when the interest of the government so requires, PITAHC shall have the right to engage the services of another consultant, who shall be involved in the completion of the on-going PROJECT. The corresponding costs for such engagement shall be chargeable against the account of the **MHROI**.

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Lead Consultant, MHROI

ONOFRE A. MAMINTA JR., MAHPS (HSS)
President, MHROI


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MICHAEL D. JUNKSAY, RPh, OPS, MBAH
OIC - Research and Development Division

MA. TERESA C. INIGO, MD, FPCAM, CESE
Director General, PITAHC

20. When the Services under this Agreement are completed to the satisfaction of PITAHC, it shall issue a Certificate of Completion to the **MHROI**.
21. It is agreed that this Agreement encompasses all understanding, premises, and covenants of the parties and that it integrates, combines and supersedes all prior negotiations, understanding and agreements in verbal or writing.
22. The notarial fee in connection with this Agreement shall be for the account of the **MHROI**.

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.



MA. TERESA CO-INIGO, MD, FPCAM, CESE
Director General




MR. ONOFRE A. MAMINTA JR., MAHPS (HSS)
President

for:
**Philippine Institute of Traditional and
Alternative Health Care**

for:
Macro Health Research Organization, Inc.

Signed in the Presence of:



MICHAEL D. JUNSAY, RPh, CPS, MBAH
OIC, R&D Division, PITAHC



CALVIN S. DE LOS REYES, PhD
Lead Consultant, MHROI

ACKNOWLEDGMENT

Republic of the Philippines }
QUEZON CITY } S.S.

JAN 27 2025

SUBSCRIBED AND SWORN TO before me this ____ day of _____ 2025, affiants exhibiting to me their competent proofs of identity indicated below:

Name	Government-Issued ID	Expiry Date / Place Issued
DR. MA. TERESA CO-IÑIGO	Passport Number S0033252A	Jan. 23, 2029/DFA Manila
MR. ONOFRE A. MAMINTA JR.	Driver's License N02-10-014042	July 8, 2033/Quezon City

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

This instrument refers to a Contract Agreement consisting of seven (7) pages including this page whereon this Acknowledgment is written and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first mentioned.


ATTY. RUBEN M. AZAÑES JR
NOTARY PUBLIC
ADM. MATTER NO.: NP-098 (2025 – 2026)
VALID UNTIL DECEMBER 31, 2026
IBP REF. NO.: 766519484998 – 11-10-24 CY 2025 / IBP No. 46677
PTR No.: 6989930 Jan. 3, 2025 Quezon City / TIN: 143 394 016-0001
MCLE Compliance No.: VII-0018605 Valid Until 2025
Add.: 2A 3rd Avenue 2nd Floor Bagong Lipunan ng Crame, Quezon City

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