

**CONTRACT FOR ARTERIAL BLOOD GAS ANALYZER REAGENT WITH MACHINE PROVISION (REPEAT ORDER)**

CRN-2019-10-25

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into this 25th day of October, 2019 in Manila by and between:

**SAN LAZARO HOSPITAL**, a government institution duly organized and existing under the laws of the Philippines, with office with postal address at Quiricada St., Sta. Cruz, Manila represented herein by **EDMUNDO B. LOPEZ, MD, MPH, MHA**, Medical Center Chief II, herein referred to as the **PROCURING ENTITY**;

-and-

**ZAFIRE DISTRIBUTORS, INC.**, a corporation duly organized and existing under the laws of the Philippines, with principal office address at #49 Examiner St. West Triangle, Quezon City, represented herein by its President/CEO, **MARY MAGDALENE C. DEL ROSARIO**, herein referred to as the **DISTRIBUTOR**.

WITNESSETH THAT:

WHEREAS, the **PROCURING ENTITY**, pursuant to its mandate to deliver adequate public health care service for its patients, is in need of Arterial Blood Gas Reagents;

WHEREAS, the **PROCURING ENTITY**, awarded to the **DISTRIBUTOR** the supply and delivery of Arterial Blood Gas reagents with machine provision as required and indicated in the scope of work and program. However, said stocks have been fully exhausted;

WHEREAS, the **PROCURING ENTITY** need to replenish goods procured under the contract previously awarded through Competitive Bidding. Accordingly, Repeat Order may be availed within six months (6) from the date of the Notice to Proceed but shall not exceed twenty five percent (25%) of the quantity of each item arising from the original contract;

WHEREAS, BAC Resolution No. AMP-019 s.2019 was issued for Repeat Order in accordance with Section 51 of the 2016 Revised Implementing Rules and Regulations of Republic Act 9184;

NOW THEREFORE, in consideration of the premises and the terms and conditions hereinafter set forth, the parties hereto hereby agree to the following:

**A. COVENANT:**

The following documents shall govern in the agreement of the parties, and hereby incorporated as integral part of this Contract:

- a) Terms of Reference "Annex A"
- b) Supplemental Annual Procurement Plan CY 2019 "Annex B"
- c) BAC Resolution "Annex C"
- d) Notice of Award "Annex D"
- e) Purchase Request (PR) & Requisition and Issue Slip (RIS) "Annex E"
- f) Justification Letter from End-user "Annex F"

**SAMUEL FELIXBERTO D. LOPEZ**  
Business Unit Head-EMEDS

**ANGELI JOYCE I. FIGURACION, CPA**  
Accountant IV

**MARY MAGDALENE C. DEL ROSARIO**  
President/CEO

**EDMUNDO B. LOPEZ, MD, MPH, MHA**  
Medical Center Chief II

disclose to or furnish any person or entity, or use for its own benefit, or cause the publication or disclose of, any confidential information which has come or may come to its knowledge in the course of the implementation of this Agreement, or in the course of their stay within their places of assignment, and as an incident to this Agreement

#### 4. MODIFICATION

If any part, term or provision of this agreement is held to be illegal or unenforceable, neither the validity nor enforceability of the remainder of this agreement shall be affected. Neither party shall assign or transfer all or any part of its right under this agreement without the consent of the other party.

Any changes, modification or addition to this Contract shall become effective only after both parties confirmed and mutually agreed in writing.

#### 5. PRE-TERMINATION

This Contract may be pre-terminated by either party by giving notice in writing within fifteen (15) days stating grounds thereof which shall be just and reasonable. In case of poor performance by the DISTRIBUTOR, the evaluation report of the Procuring Entity's end-user may be used as ground for pre-termination.

#### 6. SETTLEMENT OF DISPUTES AND VENUE OF ACTION

The parties shall exert their effort to amicably settle any disputes arising from this Agreement. In case of any action arising from this contract shall be exclusively brought before the Courts of the City of Manila at the exclusion of all other courts;

IN WITNESS whereof, the parties, have hereunto set their hands on the date above written.

#### SAN LAZARO HOSPITAL

By:

  
**EDMUNDO B. LOPEZ, MD, MPH, MHA**  
Medical Center Chief II

#### DISTRIBUTOR

By:

  
**MARY MAGDALENE C. DEL ROSARIO**  
President/CEO

SIGNED IN THE PRESENCE OF:

  
**ANGELI JOYCE I. FIGURACION, CPA**  
Accountant IV *GA*

  
**SAMUEL FELIXBERTO D. LOPEZ**  
Business Unit Head-EMEDS

**ACKNOWLEDGMENT**

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

BEFORE ME, a Notary Public for and in QUEZON CITY this NOV 28 2019 day of NOV 28 2019 personally appeared before me, **EDMUNDO B. LOPEZ, MD, MPH, MHA** Medical Center Chief II, of San Lazaro Hospital with TIN No. \_\_\_\_\_ and **MARY MAGDALENE C. DEL ROSARIO** in her capacity as the CEO/President of ZAFIRE DISTRIBUTORS, INC. with TIN No. \_\_\_\_\_ who are personally known to me and known to be the same person who executed the foregoing Agreement and they acknowledged before me that they executed the same voluntarily.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal at City of QUEZON CITY, Philippines on this \_\_\_\_\_ day of NOV 28 2019, 2019.

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Series of 2019

ATTY. JASON DE BELEN  
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**SAMUEL FELIXBERTO D. LOPEZ**  
Business Unit Head-EMEDS

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