

CONTRACT FOR LABORATORY REAGENTS AND SUPPLIES  
WITH MACHINE PROVISION (NRL-SACCL)

CRN-2019-10-22

KNOW ALL MEN BY THESE PRESENTS:

**SAN LAZARO HOSPITAL**, a government institution duly organized and existing under the laws of the Philippines, with office and 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-

**SERODIAGNOSTIC TRADING**, a corporation duly organized and existing under the laws of the Philippines, with principal office address at Unit 104 Tiffany Suites 1784 Alvarez St. Sta. Cruz, Manila, represented herein by its **President**, herein referred to as the **DISTRIBUTOR**.

WITNESSETH THAT:

WHEREAS, the **PROCURING ENTITY**, needs to procure laboratory supplies and reagents with machine provision for Reagents for Automated Immunology Analyzer for HIV, HBV, HCV and SY;

WHEREAS, the **PROCURING ENTITY** conducted a Negotiated Procurement (Two Failed Biddings) held on August 23, 2019, ITB No. NP-TFB-19-26 for the procurement of Reagents for Automated Immunology Analyzer for HIV, HBV, HCV and SY with Machine Provision (LOT BID ITEM NOS. 1-16) "in compliance with Republic Act No. 9184 otherwise known as the "Government Procurement Reform Act" and its 2016 Revised Implementing Rules and Regulations;


WHEREAS, the **DISTRIBUTOR** was declared as the single calculated and responsive quotation, and was awarded thereof;

NOW THEREFORE, in consideration of the foregoing, the **PROCURING ENTITY** accepts the offer of the **DISTRIBUTOR** and agrees to provide the goods and services in accordance with the attached Terms of Reference, and further agrees that:

**GENERAL PROVISIONS:**

This agreement consists of provision of laboratory reagents and supplies with machine provision and in accordance with the following documents hereof and made an integral part of this Contract:

- a) Terms of Reference "Annex A"
- b) Price List "Annex B"
- c) Notice of Award "Annex C"
- d) BAC Resolution "Annex D"
- e) Performance Bond "Annex E"

  
CHARLIE A. MAHLISAY  
Sales and Marketing Manager

  
ANGELI JOYCE I. FIGURACION, CPA  
Accountant IV

  
ELEANOR P. GARCIA  
President

  
MUNDO B. LOPEZ, MD, MPH, MHA  
Medical Center Chief II

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, this \_\_\_\_\_ day of \_\_\_\_\_ personally appeared before me, **EDMUNDO B. LOPEZ, MD, MPH, MHA** Medical Center Chief II, of San Lazaro Hospital with TIN No. \_\_\_\_\_ and **ELEANOR P. GARCIA** in his capacity as the President of SERODIAGNOSTIC TRADING,, 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 Seven (7) 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 Manila**, Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Book No. 747  
Series of 2019

*[Signature]*  
Notary Public  
CITY OF MANILA  
REPUBLIC OF THE PHILIPPINES  
NOTARY PUBLIC NO. 2019-054

*[Signature]*  
**CHARLIE A. MAHUSA**  
Sales and Marketing Manager

*[Signature]*  
**ANGELI JOYCE I. FIGURACION, CPA**  
Accountant IV

*[Signature]*  
**ELEANOR P. GARCIA**  
President

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

7. SEVERABILITY CLAUSE

If any part, term, or provision of this agreement is held to be invalid, however the remainder of this agreement shall remain in effect.

8. PRE-TERMINATION CLAUSE

This Contract may be pre-terminated by either party provided that a notice in writing shall be given within fifteen (15) days stating just and reasonable grounds.

**PROCURING ENTITY** further reserves its right to pre-terminate this Agreement in case of poor performance by the **DISTRIBUTOR** based on the evaluation of the end-user.

9. VENUE OF ACTION

The parties shall exert their effort to amicably settle any disputes arising from this contract. In case of lawsuit, all ACTION shall be exclusively brought before the Courts of the City of Manila;

IN WITNESS whereof, the parties, through their duly authorized representative have hereunto set their hands this 10<sup>th</sup> day of October 2019, in the City of Manila.

**SAN LAZARO HOSPITAL**

By:


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

**DISTRIBUTOR**

By:

  
**ELEANOR P. GARCIA**  
President

**WITNESSED BY:**

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

  
**CHARLIE A. MAHUSAY**  
Sales and Marketing Manager