

**CONTRACT FOR LABORATORY REAGENTS AND SUPPLIES
MACHINE TIE-UP PROVISION (SMALL VALUE PROCUREMENT)**

CRN-2020-02-05

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into this 11th day of February, 2020 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-

FAS DIAGNOSTIC GROUP INC., a corporation duly organized and existing under the laws of the Philippines, with principal office address at SH05 Otis 888 Residences, Paz M. Guanzon St., Paco Manila, represented herein by its Business Development Manager, **ROANNE C. MANUNTAG**, herein referred to as the **DISTRIBUTOR**.

WITNESSETH THAT

WHEREAS, the **PROCURING ENTITY**, needs to procure laboratory supplies and reagents with machine provision for Fully Automated Coagulation Analyzer;

WHEREAS, the **PROCURING ENTITY**, awarded to the **DISTRIBUTOR** the supply and delivery of Coagulation Reagents (PT and PTT) 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 awarded through Negotiated Procurement. Accordingly, Small Value Procurement had been recommended;

WHEREAS, BAC Resolution No. AMP-017 s. 2019 was issued for Small Value Procurement and BAC Resolution AMP-007 s.2020 as the Recommending Award in accordance with Section 53.9 of the same Revised IRR 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) Purchase Request & Requisition Issue Slip "Annex B"
- c) Abstract of Quotation "Annex C"
- d) BAC Resolution "Annex D"
- e) Supplemental Annual Procurement Plan CY 2019 "Annex E"


BENJIELYN DYABIERIAS
Sales & Application Specialist


ANGELI JOYCE I. FIGURACION, CPA
Accountant IV


ROANNE C. MANUNTAG
Business Development Manager


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

BJA
BENJIELYN D. ABIERAS
 Sales & Application Specialist

AB
ANGELI JOYCE I. FIGURACION, CPA
 Accountant IV

[Signature]
ROANNE C. MANUNTAG
 Business Development Manager

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

B. CONTRACT PRICE

1. PAYMENT

The **DISTRIBUTOR** shall provide the above mentioned Coagulation Reagents for a Contract price amounting to TWO HUNDRED SIXTY SEVEN THOUSAND FOUR HUNDRED PESOS ONLY (PHP 267,400.00):

| Item No. | Particulars | Quantity | Unit | Awarded Price | |
|----------|---|----------|------|---------------|---|
| | | | | Unit Price | Total Price |
| 1 | Reagent for PT STA NeoPTimal 5 (240 test/kit) 6x5ml; Brand: STAGO | 2,800 | test | 47.75/test | 133,700.00 11 kits and 4 vials (160 tests) |
| 2 | Reagent for APTT, STA CK Prest (560 test/kit) 6X5ml; Brand: STAGO | 2,800 | test | 47.75/test | 133,700.00 (5 kits) |

C. TERMS OF PAYMENT

Both parties agree that payment shall be processed upon completion of the deliveries and upon receipt of the complete supporting documents subject to the government auditing rules and regulations.

D. GENERAL TERMS

1. LIQUIDATED DAMAGES

In case of damage due to default in delivery, late delivery, rejected delivery or any analogous cases, the amount of liquidated damages shall be at least equal to one tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. However, the Procuring Entity may rescind or terminate this contract when the cumulative amount of the liquidated damage reaches 10% of the amount of the contract. This is without prejudice to other courses of action and remedies available under the circumstances.

2. CONFIDENTIALITY

Both parties agree that they shall each protect and maintain the confidentiality of all patients, and all patients' personal information, in accordance with applicable governing laws. Further, the Parties agree that the activities covered by this Agreement are confidential in nature, and the Parties' respective employees, personnel, agents and representatives shall not, during the term of this agreement and after its termination, 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.

3. MODIFICATION

If any part, term or provision of this agreement is held to be illegal or unenforceable, neither the validity or 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.

4. 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 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.

5. 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, through their duly authorized representative have hereunto set their hands this _____ day of ~~JUN 15 2020~~ 2020, in the

~~CITY OF MANILA~~

SAN LAZARO HOSPITAL

By:


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

DISTRIBUTOR

By:


ROANNE C. MANUNTAG
Business Development Manager

WITNESSED BY:


ANGELI JOYCE I. FIGURACION, CPA
Accountant IV


BENJIELYN D. ABIERAS
Sales and Application Specialist

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

CITY OF MANILA

CITY OF MANILA

JUN 15 2020

BEFORE ME, a Notary Public for and in _____ 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 **ROANNE C. MANUNTAG** in her capacity as the Business Development Manager of FAS DIAGNOSTIC GROUP 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 four (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 _____, Philippines on this _____ day of _____, 2020.

CITY OF MANILA

JUN 15 2020

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ACTY. PEDRO D. GENATO
Notary Public Until Dec 31, 2021
Notarial Commission 2020 - 044 Mia
1150 Gen. Luna St., Ermita, Manila
IBP# 092833 Pasig - 10-7-2019
PTR# Mia 9112244 - 1-2-2020
Roll# 12038, TIN# 132-436-687
MCLE Compl. No. VI-0021170 until 4-14-2020


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