

**CONTRACT FOR CLINICAL CHEMISTRY
MACHINE TIE-UP PROVISION (REPEAT ORDER)**

CRN-2019-10-24

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into this 30th 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-

GETZ BROS. PHILIPPINES, INC., a corporation duly organized and existing under the laws of the Philippines, with principal office address at 5th Floor Ortigas Bldg., Ortigas Avenue, Pasig City, represented herein by its Chief Financial Officer, **FREDERIK HERMAN VAN PESKI**, 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 Clinical Chemistry Reagents;

WHEREAS, the **PROCURING ENTITY**, awarded to the **DISTRIBUTOR** the supply and delivery of Clinical Chemistry 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-018 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"

MARIKA ANDREA RIEGO
Customer Development Specialist

ANGELI JOYCE I. FIGURACION, CPA
Accountant IV

FREDERIK HERMAN VAN PESKI
Chief Financial Officer

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

- h) Certificate of Availability of Fund "Annex H"
- i) Warranty Security "Annex I"

B. CONTRACT PRICE

The **DISTRIBUTOR** shall provide the above mentioned Chemistry Reagents for a Contract price amounting to **SIX HUNDRED NINETY FOUR THOUSAND EIGHT HUNDRED FIFTY PESOS ONLY (PHP 694,850.00):**

Item No.	Particulars	Total No. of Quantity (25%)	Unit Price	Total PRICE	
				Total PRICE	Brand
1	Albumin, 5 pack/250 SLDS	1000 tests	30.00/test	30,000.00	Vitros
2	Total Cholesterol, 5 pack/300 SLDS	300 tests	28.00/test	8,400.00	Vitros
3	Uric Acid 5 pack/300 SLDS	300 tests	33.00/test	9,900.00	Vitros
4	BUN 5 pack/ 300 SLDS	1800 tests	25.00/test	45,000.00	Vitros
5	HDL, 300 SLDS/PACK	300 tests	34.00/test	10,200.00	Vitros
6	AST/SGOT 5 pack/300 SLDS	1200 tests	34.00/test	40,800.00	Vitros
7	ALT/SGPT 5 PACK/300 SLDS	1500 tests	35.00/test	52,500.00	Vitros
8	Glucose, 5 pack/300 SLDS	600 tests	25.00/test	15,000.00	Vitros
9	Na, 5 pack/ 250 SLDS	5000 tests	25.00/test	125,000.00	Vitros
10	K, 5 pack/ 250 SLDS	5000 tests	25.00/test	125,000.00	Vitros
11	Chloride, Cl/5 pack/ 250 SLDS	3250 tests	25.00/test	81,250.00	Vitros
12	Triglyceride, 5 pack/300 SLDS	300 tests	30.00/test	9,000.00	Vitros
13	Total Protein 5 pack/250 SLDS	750 tests	32.00/test	24,000.00	Vitros
14	Direct Bilirubin, 5 pack/300 SLDS	300 tests	30.00/test	9,000.00	Vitros
15	Total Bilirubin, 5 pack/ 300 SLDS	300 tests	30.00/test	9,000.00	Vitros
16	CSF Protein, 5 pack/90 SLDS	90 tests	35.00/test	3,150.00	Vitros
17	Creatinine, IDMS STD, 5 pack/ 300 SLDS	3600 tests	25.00/test	90,000.00	Vitros
18	CK MB, 5 pack/ 90 SLDS	90 tests	50.00/test	4,500.00	Vitros
19	Magnesium, 5 pack/ 90 SLDS	90 tests	35.00/test	3,150.00	Vitros

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. CARRY OVER PROVISIONS

Provisions of the Original Service Agreement dated March 27, 2019 attached as "ANNEX G" are hereby adopted, and deemed incorporated in this agreement.

CERTIFIED TRUE COPY
PROCUREMENT DSPT

Marija
MARIKA ANDREA RIEGO
Customer Development Specialist

Angeli
ANGELI JOYCE I. FIGURACION, CPA
Accountant IV


Frederik
FREDERIK HERMAN VAN PESKI
Chief Financial Officer

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


MARIKA ANDREEA RIEGO
Customer Development Specialist


ANGELI JOYCE I. FIGURACION, CPA
Accountant IV


FREDERIK HERMAN VAN PESKI
Chief Financial Officer


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

2. 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.

3. 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

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;

DATE: APR 2021
PAGE: 2 OF 3


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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:

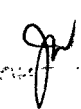

FREDERIK HERMAN VAN PESKI
Chief Financial Officer

SIGNED IN THE PRESENCE OF:


ANGELI JOYCE I. FIGURACION, CPA
Accountant IV 


MARIKA ANDREA RIEGO
Customer Development Specialist

CERTIFIED TRUE COPY
PROCUREMENT DEPT

JILL SHARON 

ACKNOWLEDGMENT

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

JAN 24 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 **FREDERIK HERMAN VAN PESKI** in his capacity as the Chief Financial Officer of GETZ BROS, PHILS. 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 (5) 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 PASAY~~ Philippines on this _____ day of _____, 2019.

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Book No. M
Series of 2019

JAN 24 2020

ATTY. JOVINO R. ANGEL
Notary Public for and in Pasay City
Until December 31, 2020
Commission No. 19-37
PTR No. 702688 2/7/20 PASAY
IBP No. 105427 1/7/20 PASIG
MCLE Compliance No. V-0024151 10 23 19
Roll of Attorneys No. 28763

CERTIFIED TRUE COPY
PROCUREMENT DEPT

JILLSHARON E. JIMENEZ

MARIKA ANDREA RIEGO
Customer Development Specialist

ANGELI JOYCE I. FIGURACION, CPA
Accountant IV

FREDERIK HERMAN VAN PESKI
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EDMUNDO B. LOPEZ, MD, MPH, MHA
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