

"ANNEX D"

NOTICE OF AWARD

ZAFIRE DISTRIBUTORS, INC.

#49 Examiner St., West Triangle, Quezon City
 Tel.: (632) 925-0500/ 925-0501/411-0500/411-0700/ 411-8643

Dear Sir / Madam:

This is to inform you that, as recommended by the Bids and Awards Committee through BAC Resolution No. AMP-019 s. 2019 dated October 4, 2019 the project: **Procurement of ARTERIAL BLOOD GAS REAGENTS** has been awarded to your company through **Alternative Method of Procurement: Repeat Order** with a total contract price of **wo Hundred Seventy Three Thousand Five Hundred Pesos (Php 273,500.00)** inclusive of local taxes is as follows:

Item No.	Particulars	Specifications	Total No. of Quantity (25%)	Unit	Unit Price	Total Price
1	Reagent for Arterial Blood Gas (ABG), to include Control, Consumables, Calibrator or Equivalent	Gastat Model 710 Blood Gas Analyzer Per Test BRAND OFFERED: GASTAT	1,000	test	273.50	273,500.00
TOTAL AMOUNT					PHP 273,500.00	

Relative thereto, you are hereby directed to submit your **PERFORMANCE SECURITY** in any form stipulated in **Section 62** of the **2016 Revised IRR of Republic Act 9184**.

Failure to provide the warranty security shall constitute sufficient ground for cancellation of the award. Please be guided accordingly.

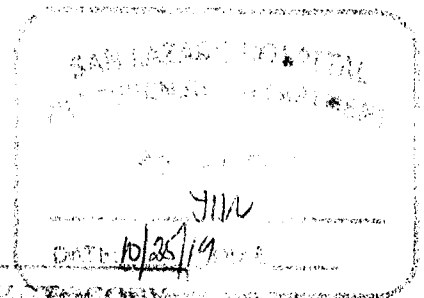
Very truly yours,

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

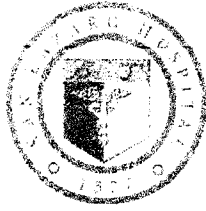
CONFORME:

ZAFIRE DISTRIBUTORS INC
 Name of Company conform

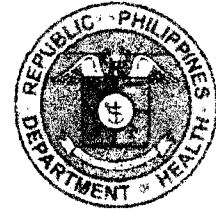
RABANELA ESTER CORNEO
 Name and Signature of Authorized Signatory & Date



OLIVEREN PHARMACY



Republic of the Philippines
 Department of Health
SAN LAZARO HOSPITAL
 Manila, Philippines
 Telephone Nos.: 732-3776 to 78; 732-3106
 E-mail Address: sanlazarahospital@yahoo.com
 Official Website: www.sanlazarohospital.com



NTP No.: 2019-10-25

October 25, 2019

NOTICE TO PROCEED

THE MANAGER
ZAFIRE DISTRIBUTORS, INC.
 #49 Examiner St. West Triangle, Quezon City
 925-05-00/ 925-05-01

Dear Sir/Madam:

This is to inform you that **Contract No. CRN-2019-10-25 dated October 25, 2019** in the amount of **PHP 273,500.00** which was awarded through **Repeat Order**, with **BAC Resolution No. AMP-019 s.2019 dated October 4, 2019** for the procurement of **Main Laboratory Reagents and Supplies with Machine Provision** has been approved. You may now proceed with the delivery of items as indicated in the Purchase Order (PO).

Delivery should be completed **within Seven (7) working days** to commence upon receipt of this notice.

Enclosed in the original Purchase Order for your reference in the execution of this transaction.

Very truly yours,

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

I Acknowledge Receipt of This Notice on DEC 5, 2019

Name of the Representative of the Bidder: Racana F. Linder

Authorized Signature: [Signature]

CERTIFIED PHOTOCOPY
 Procurement Department

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

- 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 **TWO HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED PESOS ONLY (PHP 273,500.00)**:

Item No.	Particulars	Quantity (25%)	Unit Price	Total Price	Brand
1	Reagent for Arterial Blood Gas analyser (ABG)	1,000 tests	273.50/test	273,500.00	GASTAT Model 710

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.

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

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 to any person or entity, or use for his own benefit, or cause the publication or disclosure 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. FIGUEROA, CPA
Accountant IV *AL*


SAMUEL FELIXBERTO D. LOPEZ
Business Unit Head-EMEDS

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
(DAVAO CITY) S.S.

BEFORE ME, a Notary Public for and in DAVAO CITY this _____ day of NOV 26 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 DAVAO CITY Philippines on this _____ day of NOV 26 2019, 2019.

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Book No. 192
Series of 2019

JASON Q. DE BELEN
Notary Public (2018-2019)
Adm. Office: 5th Floor, 1st Building
San Lazaro Hospital, 127-Baybay St. C.C.
Davao City, Davao Region, Philippines
Tel: (081) 222-3330, Cell: 0917-10-19
Fax: (081) 222-3330; 4-14-22

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Jr
JUAN PABLO S. LOPEZ

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

MARY MAGDALENE C. DEL ROSARIO
President/CEO

ANGELI JOYCE I. FIGURACION, CPA
Accountant IV

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