



## NOTICE TO PROCEED

06 March 2020

**CENTRAL NEURO SYSTEMS TRADING CO.**  
Rm. 306 Avenida Bldg. 1758 Malabon St.  
Sta. Cruz, Manila  
Tel No.: 8281-8855

Dear Sir/Madame:

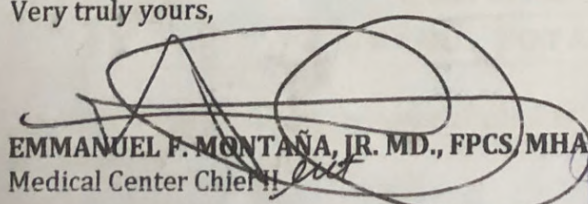
The attached Contract Agreement having been approved, notice is hereby given to **CENTRAL NEURO SYSTEMS TRADING CO.** that the delivery of **ONE (1) UNIT AUTOMATIC AUDITORY BRAINSTEM SCREENING** is in the total amount of **NINE HUNDRED TWELVE THOUSAND PESOS (P912,000.00) only**. You may deliver the following items within **Thirty (30) days**:

ITEM NO.	ITEM DESCRIPTION	BRAND / MODEL / COUNTRY OF ORIGIN	QTY.	UNIT	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
1	<b>Automatic Auditory Brainstem Screening</b> w/ inclusions of the following: <ul style="list-style-type: none"><li>▪ PC/Laptop</li><li>▪ UPS</li><li>▪ Portable Printer</li><li>▪ Multifunctional Printer</li></ul>	<b>INTERACOUSTICS SERA / DENMARK</b>  <b>HP SLIM 290-a0003d DARK BLACK</b>  <b>APC BACK-UPS 625</b>  <b>SANIBEL MLP2 THERMAL PRINTER</b>  <b>EPSON L3150</b>	1	Unit	912,000.00	912,000.00
<b>GRAND TOTAL</b>						<b>912,000.00</b>

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the JOSE R. REYES MEMORIAL MEDICAL CENTER.

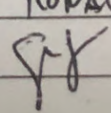
Very truly yours,

  
**EMMANUEL F. MONTAÑA, JR. MD., FPCS, MHA**  
Medical Center Chief



I acknowledge receipt of this Notice on 3/9/2020

Name of the Representative of the Bidder: RONALD GANTAN

Authorized Signature 



# CONTRACT FOR THE PROCUREMENT OF ONE (1) UNIT AUTOMATIC AUDITORY BRAINSTEM SCREENING

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT ENTERED INTO THIS 28<sup>th</sup> day of February 2020, BY AND BETWEEN:

The **JOSE R. REYES MEMORIAL MEDICAL CENTER**, a government hospital under the Department of Health of the Republic of the Philippines, with address at San Lazaro Compound, Rizal Avenue, Sta. Cruz, Manila, represented by its Medical Center Chief II, **EMMANUEL F. MONTAÑA, Jr., MD, FPCS, FACS, MHA** and hereinafter referred to as the "ENTITY"

- and -

**CENTRAL NEURO SYSTEMS TRADING CO.** a corporation created under Philippine Law with office address at Rm. 306 Avenida Bldg. 1758 Malabon St. Sta. Cruz, Manila herein represented by its General Manager, **CHERYL M. SANTOS** and hereinafter referred to as the "SUPPLIER".

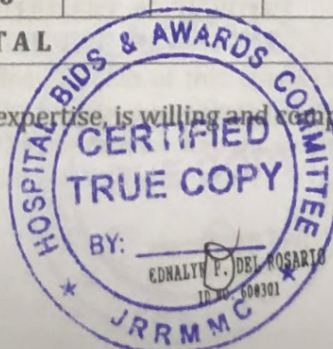
## WITNESSETH:

**WHEREAS**, a competitive bidding was conducted last 04 February 2020 by the Entity through the Hospital Bids and Awards Committee for the procurement of **ONE (1) UNIT AUTOMATIC AUDITORY BRAINSTEM SCREENING** hereinafter called the "ITEM."

**WHEREAS**, the SUPPLIER being the lone bidder which purchased the bidding documents, submitted the specified requirements on the above mentioned item and was found eligible during the preliminary examination of bids last 04 February 2020. The SUPPLIER was awarded the project in the sum of **NINE HUNDRED TWELVE THOUSAND PESOS (P912,000.00)** only, inclusive of local taxes and the ENTITY has accepted the bid for the following particular/s:

ITEM NO.	ITEM DESCRIPTION	BRAND / MODEL / COUNTRY OF ORIGIN	QTY.	UNIT	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
1	Automatic Auditory Brainstem Screening  w/ inclusions of the following: ▪ PC/Laptop ▪ UPS ▪ Portable Printer ▪ Multifunctional Printer	INTERACOUSTICS SERA / DENMARK  HP SLIM 290-a0003d DARK BLACK  APC BACK-UPS 625  SANIBEL MLP2 THERMAL PRINTER  EPSON L3150	1	Unit	912,000.00	912,000.00
GRAND TOTAL						912,000.00

The Supplier, having the necessary resources and expertise, is willing and competent to provide the required items.





**NOW THEREFORE**, in consideration of the premises and of terms and conditions hereinafter set forth, the parties hereby agree as follows:

### Article I- SCOPE OF CONTRACT

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Hospital Bids and Awards Committee Resolution to Award No. 0189 s. 2020 (Annex 1);
  - b. Notice of Award (Annex 2);
  - c. Purchase Request No. 2019-10-5352 (Annex 3);
  - d. Certificate of Availability of Fund No. 2019-12-1257 (Annex 4);
  - e. Bid Bulletin (Annex 5);
  - f. The Bid Form and the Price Schedule submitted by the Bidder (Annex 6);
  - g. The Schedule of Requirements (Annex 7);
  - h. The Technical Specifications (Annex 8);
  - i. The General Conditions of Contract (Annex 9);
  - j. The Special Conditions of Contract (Annex 10);
  - k. The Abstract of Bids (Annex 11);
  - l. The Warranty (Annex 12);
  - m. The Performance Security (Annex 13);
  - n. Project Procurement Management Plan (Annex 14);
  - o. Brochures and Other Certifications for the Standard Requirements (Annex 15).

### ARTICLE II - EFFECTIVITY OF THE CONTRACT

The effectivity date of this contract is the date of the SUPPLIER's receipt of the Notice to Proceed (NTP) unless a different date is stated in the NTP.

The SUPPLIER shall deliver the **ITEM** within the period specified in the Notice To Proceed (NTP).

### ARTICLE III- DURATION OF ENGAGEMENT

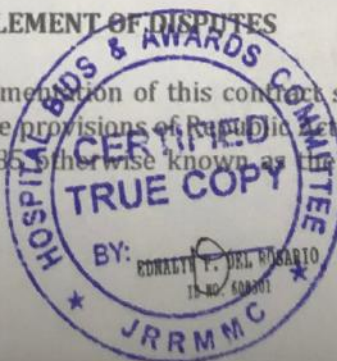
Unless sooner terminated, this Contract shall be valid for **thirty (30) days** reckoned from the receipt of Notice to Proceed (NTP).

### ARTICLE IV- TERMS OF PAYMENT

- a) In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- b) The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

### ARTICLE V- SETTLEMENT OF DISPUTES

Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act (R.A) 876, otherwise known as the "Arbitration Law" and RA 9285 otherwise known as the "Alternative Dispute





Resolution Act of 2004": Provided however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. Provided further, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of disputes resolution.

#### ARTICLE VI- LIQUIDATED DAMAGES

When SUPPLIER fails to perform its obligation within the period as set in the Contract, SUPPLIER shall be liable for damages for the delay and shall indemnify the ENTITY liquidated damages in an amount of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for everyday of delay. Provided, that such delay is not attributed to ENTITY'S failure to meet its obligation to SUPPLIER, or due to force majeure. Provided further that, in the event the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, ENTITY may rescind or terminate the Contract, without prejudice to other courses of action and remedies available with the circumstances.

#### ARTICLE VII- ADDITIONAL PROVISIONS

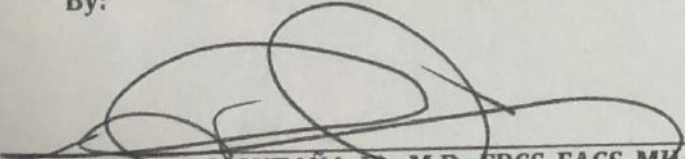
- a) It is understood that no employer-employee relationship exists between the ENTITY and SUPPLIER and/or the latter's staff or employees by reason of this Contract;
- b) Should the ENTITY be constrained to resort to court action to protect its right and interests hereunder, the SUPPLIER shall pay the ENTITY an amount equivalent to 20% of the total sum claimed in the complaint as and by way of attorney's fees plus expenses of litigation recoverable under pertinent laws provided, that the attorney's fees shall in no case be less than Twenty Thousand Pesos (Php20,000.00). Venue of such court action shall be laid exclusively in the proper court of Manila Philippines.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed:

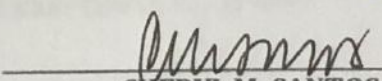
JOSE R. REYES MEMORIAL  
MEDICAL CENTER

By:

  
EMMANUEL F. MONTAÑA, JR., M.D., FPCS, FACS, MHA  
Medical Center Chief II

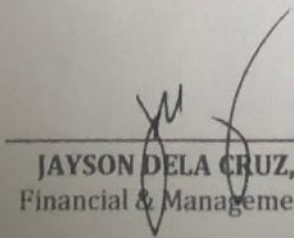
CENTRAL NEURO SYSTEMS TRADING CO.

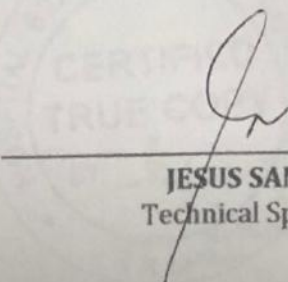
By:

  
CHERYL M. SANTOS  
General Manager



Signed in the presence of:

  
JAYSON DELA CRUZ, CPA, MPA  
Financial & Management Officer II

  
JESUS SAMSON  
Technical Specialist



or 2 **ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
City of Manila ) ss.

**BEFORE ME**, a Notary Public for and in the City of Manila, Philippines, personally appeared:

Name	CTC No./Govt. ID	Date/Place Issued
<u>EMMANUEL F. MONTAÑA, JR., MD, FPCS, FACS MHA</u>	<u>06280835</u>	<u>January 04, 2020 / Manila</u>

CHERYL M. SANTOS

PRC 0329593

7/16/21 MANILA

Known to me and to me known to be the same persons who executed the foregoing contract and acknowledged to me the same as free and voluntary act and deed of the entities herein represented.

This **CONTRACT** consisting of four (4) pages including this page of which this acknowledgement is written and has been signed by the parties and their witnesses on each and every page thereof.

**MAR 05 2020**

**WITNESS MY HAND AND SEAL** on this \_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_, Philippines.

**ATTY. ZONID P. CARVAJAL**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2020  
PTR NO. 5903011-1-7-20  
IBP NO. 000000011 NO. 4859  
MCLE COMPLIANCE NO. 11-0062

Doc. No. 411  
Page No. 411  
Book No. 411  
Series of 2020







## HBAC-A2 RESOLUTION NO. 0189 s. 2020

BAC Resolution Declaring SCRB and Recommending Award  
To CENTRAL NEURO SYSTEMS TRADING CO.

WHEREAS, the JOSE R. REYES MEMORIAL MEDICAL CENTER posted the Invitation to Bid for the procurement of **ONE (1) UNIT AUTOMATIC AUDITORY BRAINSTEM SCREENING** at the G-EPS and a conspicuous place at the premises of the JOSE R. REYES MEMORIAL MEDICAL CENTER continuously for 21 days;

WHEREAS, HBAC received approved Purchase Request No. 2019-10-5352 of **One (1) Unit Automatic Auditory Brainstem Screening**;

WHEREAS, Execom Resolution No. 106 s. 2019 was received last 24 October 2019;

WHEREAS, Certificate of Availability of Funds (CAF) was received last 09 December 2019 with CAF number 2019-12-1257 which was extended until 31 March 2020 and is available out of **INCOME (Medical Service Priority Equipment Fund CY 2019)**;

WHEREAS, a public bidding for the following item was held last **04 February 2020**

Item No.	Description	Quantity	Unit	Unit Price	Total ABC
1	<b>Automatic Auditory Brainstem Screening</b>  w/ inclusions of the following: <ul style="list-style-type: none"><li>▪ PC/Laptop</li><li>▪ UPS</li><li>▪ Portable Printer</li><li>▪ Multifunctional Printer</li></ul>	1	Unit	913,000.00	913,000.00

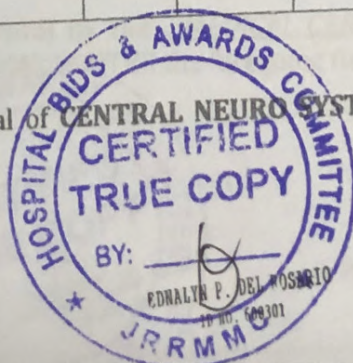
WHEREAS, in response to the said advertisement, only one (1) bidder purchased bidding documents, submitted the specified requirements on the above mentioned item and was found eligible during the preliminary examination of bids last **04 February 2020**;

WHEREAS, the detailed evaluation of bids was completed and received by BAC Secretariat on **19 February 2020** resulted in the following:

Item No.	Description	Qty.	Unit	Name of Bidder	Bid Price (As Calculated)	% Variance from ABC
1	<b>Automatic Auditory Brainstem Screening</b>  w/ inclusions of the following: <ul style="list-style-type: none"><li>▪ PC/Laptop</li><li>▪ UPS</li><li>▪ Portable Printer</li><li>▪ Multifunctional Printer</li></ul>	1	Unit	<b>CENTRAL NEURO SYSTEMS TRADING CO.</b>	<b>912,000.00</b>	<b>0.1%</b>

WHEREAS, the bid proposal of **CENTRAL NEURO SYSTEMS TRADING CO.** was found to be substantially complying;

rich/16022020







**WHEREAS**, upon careful examination, validation and verification of all the eligibility, technical and financial requirements submitted by the **CENTRAL NEURO SYSTEMS TRADING CO.** have been found to be **responsive**;

**NOW, THEREFORE**, We, the Members of the Hospital Bids and Awards Committee, hereby **RESOLVE** as it is hereby **RESOLVED**:

- a) To declare **CENTRAL NEURO SYSTEMS TRADING CO.** as the Bidder with Single Calculated and Responsive Bid for the procurement of the following:

Description	Qty.	Unit	ABC/Unit (Php)	Total ABC	Bid Price (As Calculated)	% Variance from ABC	Total Amount (Php)
Automatic Auditory Brainstem Screening (INTERACOUSTICS SERA / DENMARK)  w/ inclusions of the following:  ▪ PC/Laptop (HP SLIM 290-a0003d DARK BLACK)  ▪ UPS (APC BACK-UPS 625)  ▪ Portable Printer (SANIBEL MLP2 THERMAL PRINTER)  ▪ Multifunctional Printer (EPSON L3150)	1	Unit	913,000.00	913,000.00	912,000.00	0.11	912,000.00
<b>GRAND TOTAL</b>							<b>912,000.00</b>

- b) To award to **CENTRAL NEURO SYSTEMS TRADING CO.** the contract price of **NINE HUNDRED TWELVE THOUSAND PESOS (P912,000.00)** only for the procurement of the above mentioned item;

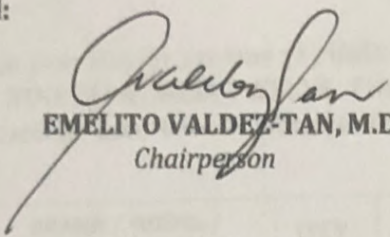
- c) To recommend for approval by the MEDICAL CENTER CHIEF II of the JOSE R. REYES MEMORIAL MEDICAL CENTER the foregoing findings.

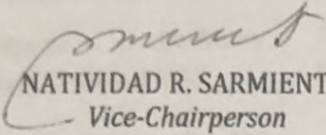


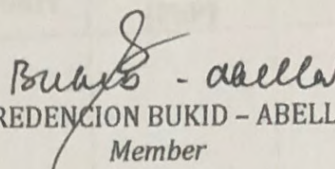



RESOLVED, this 20<sup>th</sup> day of February 2020, at JOSE R. REYES MEMORIAL MEDICAL CENTER, Santa Cruz, Manila.

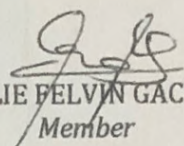
Recommending Approval:

  
EMELITO VALDEZ-TAN, M.D.  
Chairperson

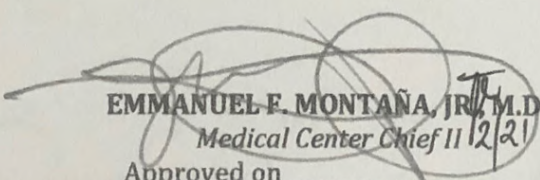
  
NATIVIDAD R. SARMIENTO  
Vice-Chairperson

  
MARIA REDENCION BUKID - ABELLA, M.D.  
Member

  
BLANQUITA JIMENEZ - BELEN  
Member

  
ARLIE FELVIN GACIAS  
Member

Approved by:

  
EMMANUEL F. MONTAÑA, JR., M.D.  
Medical Center Chief II 12/21  
Approved on \_\_\_\_\_







## NOTICE OF AWARD

21 February 2020

**CENTRAL NEURO SYSTEMS TRADING CO.**  
Rm. 306 Avenida Bldg. 1758 Malabon St.  
Sta. Cruz, Manila  
Tel No.: 8281-8855

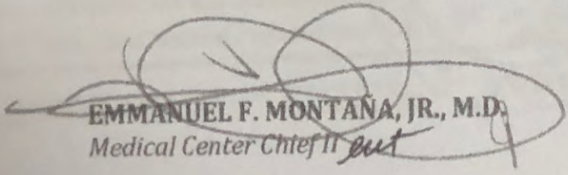
Dear Sir/Madame:

We are happy to notify you that your Bid for the **One (1) Unit Automatic Auditory Brainstem Screening** in the amount of **NINE HUNDRED TWELVE THOUSAND PESOS (P912,000.00)** only, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted:

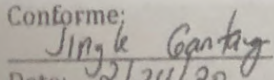
ITEM NO.	ITEM DESCRIPTION	BRAND / MODEL / COUNTRY OF ORIGIN	QTY.	UNIT	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
1	Automatic Auditory Brainstem Screening  w/ inclusions of the following: <ul style="list-style-type: none"><li>PC/Laptop</li><li>UPS</li><li>Portable Printer</li><li>Multifunctional Printer</li></ul>	INTERACOUSTICS / SERA / DENMARK  HP SLIM 290-a0003d / DARK BLACK  APC BACK-UPS 625 /  SANIBEL MLP2 / THERMAL PRINTER  EPSON L3150 /	1	Unit	912,000.00	912,000.00
GRAND TOTAL						912,000.00

You are hereby required to provide within **three (3) calendar days** the performance security in the form of cash or cashier's/manager's check or bank draft/guarantee or irrevocable letter of credit. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award.

Very truly yours,

  
EMMANUEL F. MONTANA, JR., M.D.  
Medical Center Chief II

Conforme:

  
Date: 2/24/20

