



NOTICE TO PROCEED

01 September 2020

ASSURANCE CONTROLS TECHNOLOGIES CO., INC.
1710 Annapolis Wilshire Plaza 11 Annapolis St.
Greenhills, San Juan City
Tel No. : 8722-4580 / 8722-4588

Dear Sir/Madame:

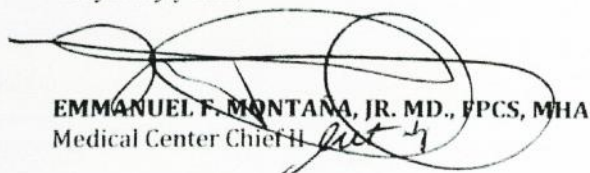
The attached Contract Agreement having been approved, notice is hereby given to **ASSURANCE CONTROLS TECHNOLOGIES CO., INC.** that the delivery of **TWO (2) UNITS RETROFIT DIGITAL MOBILE X-RAY** is in the total amount of **ELEVEN MILLION EIGHT HUNDRED EIGHTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY EIGHT PESOS (P11,888,888.00) 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	Retrofit Digital Mobile X-ray	RADIOLOGIA / TX-32-MLP / SPAIN	2	Unit	5,944,444.00	11,888,888.00
GRAND TOTAL						11,888,888.00

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.

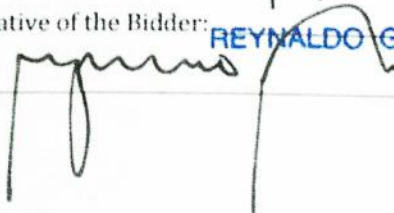
Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the JOSE R. REYES MEMORIAL MEDICAL CENTER.

Very truly yours,


EMMANUEL F. MONTANA, JR. MD., FPCS, MHA
Medical Center Chief

I acknowledge receipt of this Notice on 9/2/2020

Name of the Representative of the Bidder: **REYNALDO G. PARADERO**

Authorized Signature 


RICARDO

CONTRACT FOR THE PROCUREMENT OF TWO (2) UNITS RETROFIT DIGITAL MOBILE X-RAY

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT ENTERED INTO THIS 18th day of August 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 -

ASSURANCE CONTROLS TECHNOLOGIES CO., INC. a corporation created under Philippine Law with office address at 1710 Annapolis Wilshire Plaza 11 Annapolis St. Greenhills, San Juan City herein represented by its President, **REYNALDO G. PARADERO** and hereinafter referred to as the **"SUPPLIER"**.

WITNESSETH:

WHEREAS, a competitive bidding was conducted last *26 May 2020* by the Entity through the Hospital Bids and Awards Committee for the procurement of **TWO (2) UNITS RETROFIT DIGITAL MOBILE X-RAY** hereinafter called the **"ITEM."**

WHEREAS, in response to the said advertisement, two (2) bidders purchased bidding documents, submitted the specified requirements on the above mentioned item and both were eligible during the preliminary examination of bids last *26 May 2020*;

WHEREAS, Hafid N' Eramus Corp. And Juniper 3 Procurement Corp. as the lowest bidder was post disqualified last June 08, 2020, a Motion for Reconsideration was received last 15 June 2020 and was forwarded to the TWG-End User last 16 June 2020, the Motion was denied last 22 June 2020 and no protest was received until within the reglementary period provided under the law;

WHEREAS, **ASSURANCE CONTROLS TECHNOLOGIES CO., INC.** as the next lowest bidder after post-qualification evaluation was found to be responsive and was awarded the project in the sum of **ELEVEN MILLION EIGHT HUNDRED EIGHTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY EIGHT PESOS (P11,888,888.00)** 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	Retrofit Digital Mobile X-ray	RADIOLOGIA / TX-32-MLP / SPAIN	2	Unit	5,944,444.00	11,888,888.00
GRAND TOTAL						11,888,888.00

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. 0794 s. 2020 (Annex 1);
 - b. Notice of Award (Annex 2);
 - c. Purchase Request No. 2020-03-2287 (Annex 3);
 - d. Certificate of Availability of Fund No. 2020-04-490 (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.

Unless sooner terminated, this Contract shall remain valid until all obligations herein are fulfilled.

ARTICLE III- DURATION OF ENGAGEMENT

The SUPPLIER shall deliver the **ITEM** within the period specified in the 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.

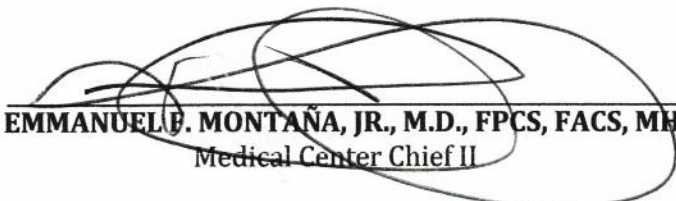
Signed:

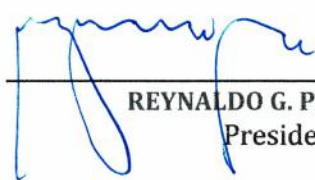
**JOSE R. REYES MEMORIAL MEDICAL
CENTER**

**ASSURANCE CONTROLS TECHNOLOGIES
CO., INC.**

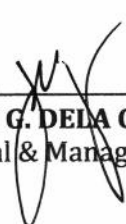
By:


By:


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


REYNALDO G. PARADERO
President

Signed in the presence of:


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


EDWARD B. PARADERO
General Manager

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of **QUEZON CITY**) 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>
<u>REYNALDO G. PARADERO</u>	<u>18481685</u>	<u>MANDALUYONG 7/07/20</u>

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.

WITNESS MY HAND AND SEAL on this AUG 28 2020, 2020 at QUEZON CITY, Philippines.

ATTY. PORTIA D. FLORES DIESTA

Notary Public

Until December 31, 2021

Attorney's Roll No. 41164

Notarial Commission No. 143 (2020-2021)

PTR No. 8794039 01/07/2020, Quezon City

IBP LRN No. 039543-Q.C. Chapter

MCLE Cert. No. VI-0029931 01/08/2020, Pasig City

Doc. No. 469
Page No. 95
Book No. CLVII
Series of 2020



HBAC-A2 RESOLUTION NO. 0794 s. 2020

**BAC Resolution Declaring LCRB and Recommending Award
To ASSURANCE CONTROLS TECHNOLOGIES CO., INC.**

WHEREAS, the JOSE R. REYES MEMORIAL MEDICAL CENTER posted the Invitation to Bid for the procurement of **TWO (2) UNITS RETROFIT DIGITAL MOBILE X-RAY** 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. 2020-03-2287 of **Two (2) Units Retrofit Digital Mobile X-Ray**;

WHEREAS, Retrofit Digital Mobile X-Ray was included in the Approved Annual Procurement Plan for the CY 2020;

WHEREAS, Execom Resolution No. 30 s. 2020 was received last 07 April 2020;

WHEREAS, Certificate of Availability of Funds (CAF) was received last 13 April 2020 with CAF number 2020-04-490 is available out of *INCOME*;

WHEREAS, a public bidding for the following items was held last **26 May 2020**;

Item No.	Description	Quantity	Unit	Unit Price	Total ABC
1	Retrofit Digital Mobile X-Ray	2	Unit	6,000,000.00	12,000,000.00

WHEREAS, in response to the said advertisement, two (2) bidders purchased bidding documents, submitted the specified requirements on the above mentioned item and was found eligible during the preliminary examination of bids last 26 May 2020;

WHEREAS, Hafid N' Erasmus Corp. And Juniper 3 Procurement Corp. was post disqualified last June 08, 2020 and was acknowledged thru email last June 11, 2020 due to the following grounds:

ITEM DESCRIPTION	FINDINGS	REMARKS
X-ray Tube	Not indicated in the brochure	Non-Complying
Dual focus rotating anode type		
Manually adjustable collimator		
At least 0.7mm Aluminum filtration		
Unit		
Should have a cassette compartment / plus cassette holder for at least 8 cassettes		
Cassette		
Monocoque Design, Made of Carbon Fiber or better		
Can carry at least 100 kilograms or more		
Weight		
2.5Kg – 3.3kg		
Dynamic Range	3 hours to charge the battery, 5 hours if regular charging	Non-Complying
At least 4 digits		
Charging Time from Empty to Full	Lithium Polymer	
13 mins. or lower with battery charger		
Battery Type	4 GB only	
Lithium Ion Capacitor type battery		
Acquisition Requirement	500 GB only	
At least 8GB RAM		
At least 1 TB HDD	Fully Digital	
Laptop with Touchscreen Monitor		
at least Core i5 processor	Core i3 only	



WHEREAS, a Motion for Reconsideration was received last 15 June 2020 and was forwarded to the TWG-End User last 16 June 2020;

WHEREAS, the TWG - End User recommended to the HBAC to deny the Motion for Reconsideration due to the following reason;

PROCURING ENTITY SPECIFICATION REQUIREMENTS	BIDDERS OFFER BASED ON THE BIDDING DOCUMENTS	REMARKS
Charging Time from Empty to Full 13 mins. or lower with battery charger	3 hours to charge the battery, 5 hours if regular charging	The offer takes too long to charge considering the number of patients during this time of COVID 19 pandemic which is also the main reason on procuring the said item which is not acceptable
Acquisition Requirement		Offer is Core i3 Processor, 4GB RAM and only 500GB HDD only, which means as per Omnibus Sworn Statement that "all statements and information provided therein are true and correct ". Offering to change your Offer based to what we initially required is not acceptable.
At least 8GB RAM	4 GB only	
At least 1 TB HDD	500 GB only	
Laptop with Touchscreen Monitor	Fully Digital	
at least Core i5 processor	Core i3 only	

WHEREAS, the HBAC denied the Motion thru email last 22 June 2020 and was acknowledge on the same day by the supplier;

WHEREAS, there was no protest received until June 29, 2020;

WHEREAS, the detailed evaluation of bids was completed and received by the BAC Secretariat on 27 July 2020 resulted in the following:

Item No.	Description	QTY	Unit	Name of Bidder	Bid Price (As Calculated)	% Variance from ABC
1.	Retrofit Digital Mobile X-Ray	2	Unit	HAFID N' ERAMUS CORP. and JUNIPER 3 PROCUREMENT CORP.	11,354,000.00	5.38
				ASSURANCE CONTROLS TECHNOLOGIES CO., INC.	11,888,888.00	0.93

WHEREAS, the bid proposal of **ASSURANCE CONTROLS TECHNOLOGIES CO., INC.** was found to be substantially complying;

WHEREAS, upon careful examination, validation and verification of all the eligibility, technical and financial requirements submitted by the **ASSURANCE CONTROLS TECHNOLOGIES CO., INC.** 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 **ASSURANCE CONTROLS TECHNOLOGIES CO., INC.** as the Bidder with Lowest Calculated and Responsive Bid for the procurement of the following:

Item No.	Description	Qty.	Unit	ABC/Unit (PhP)	Total ABC	Bid Price (As Calculated)	% Variance from ABC	Total Amount (Php)
1	Retrofit Digital Mobile X-ray BRAND / MODEL: RADIOLOGIA / TX-32-MLP / SPAIN	2	Unit	6,000,000.00	12,000,000.00	5,944,444.00	0.93	11,888,888.00
GRAND TOTAL								11,888,888.00

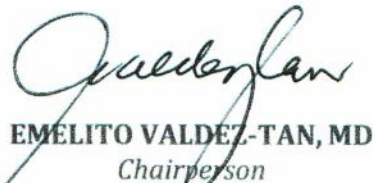

rich/mau 7/27/20PM]072820AM]073020PM




- b) To award to **ASSURANCE CONTROLS TECHNOLOGIES CO., INC.** the contract price of **ELEVEN MILLION EIGHT HUNDRED EIGHTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY EIGHT PESOS (P11,888,888.00)** 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 **4th day of August 2020**, at **JOSE R. REYES MEMORIAL MEDICAL CENTER, Santa Cruz, Manila**.

Recommending Approval:


EMELITO VALDEZ-TAN, MD
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
Approved on AUG 06 2020