



NOTICE TO PROCEED

12 October 2019

RG MEDITRON, INC.

LFG Building, 82 Panay Avenue

Quezon City

Tel.No.: 372-3846 - 55.

Dear Sir/Madame:

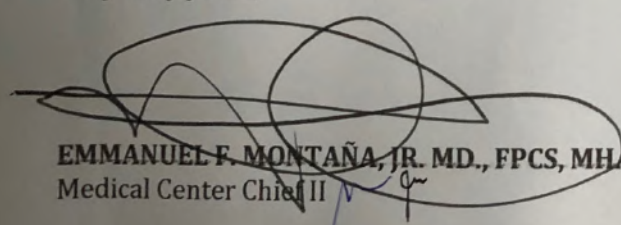
The attached Contract Agreement having been approved, notice is hereby given to **RG MEDITRON, INC.** that the delivery of **TRANSPORT VENTILATOR WITH VENTILATOR CIRCUIT** is in the total amount of **TWO MILLION FOUR HUNDRED SIXTY THOUSAND PESOS (P2,460,000.00) only**. You may deliver the following items within **thirty (30) days**:

| ITEM NO. | ITEM DESCRIPTION | BRAND / COUNTRY OF ORIGIN | QTY. | UNIT | UNIT PRICE (PHP) | TOTAL PRICE (PHP) |
|-------------|--|---|------|---------|------------------|-------------------|
| 1 | Transport Ventilator with Ventilator Circuit | Smiths Parapac Plus Transport Ventilator / UK | 1 | Package | 2,460,000.00 | 2,460,000.00 |
| GRAND TOTAL | | | | | | 2,460,000.00 |

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.

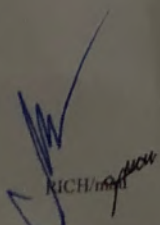
Very truly yours,


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

I acknowledge receipt of this Notice on _____

Name of the Representative of the Bidder: _____

Authorized Signature _____


RICH/ma

CONTRACT for the Procurement of TRANSPORT VENTILATOR WITH VENTILATOR CIRCUIT

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT ENTERED INTO THIS 4th day of November 2019, 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 -

RG MEDITRON, INC. a corporation created under Philippine Law with office address at LFG Building, 82 Panay Avenue, Quezon City herein represented by its President, **RYAN F. GARCIA** and hereinafter referred to as the "SUPPLIER".

WITNESSETH:

WHEREAS, a competitive bidding was conducted last 22 October 2019 by the Entity through the Hospital Bids and Awards Committee for the procurement of **TRANSPORT VENTILATOR WITH VENTILATOR CIRCUIT** hereinafter called the "ITEM." The SUPPLIER was awarded the project in the sum of **TWO MILLION FOUR HUNDRED SIXTY THOUSAND PESOS (P2,460,000.00)** only, inclusive of local taxes and the ENTITY has accepted the bid for the following particular/s:

| Item No. | Description | QTY | Unit | Bid Price (As Calculated) | Total Amount (PhP) |
|--------------------|--|-----|---------|---------------------------|---------------------|
| 1 | Transport Ventilator with Ventilator Circuit (<i>Smiths Parapac Plus Transport Ventilator / UK</i>) | 1 | Package | 2,460,000.00 | 2,460,000.00 |
| GRAND TOTAL | | | | | 2,460,000.00 |

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. 2754 s. 2019 (Annex 1);
- b. Notice of Award (Annex 2);
- c. Purchase Request No. 2019-08-3815 (Annex 3);
- d. Certificate of Availability of Fund No. 2019-09-841 (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 Warrant (Annex 12);
- m. The Performance Security (Annex 13);
- n. Project Procurement Management Plan (Annex 14);
- o. Brochure and 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

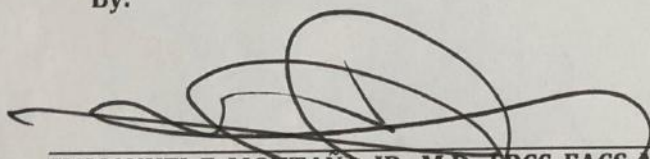
- a) It is understood that no employer-employee relationship exists between the ENTITY and SUPPLIER and/or the latter's staff or employees by reason of this Contract;
- b) Should the ENTITY be constrained to resort to court action to protect its right and interests hereunder, the SUPPLIER shall pay the 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:

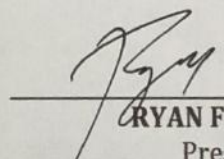
**JOSE R. REYES MEMORIAL
MEDICAL CENTER**

By:

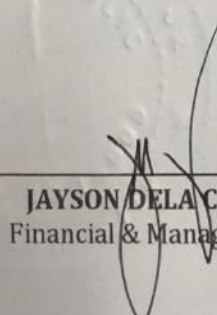

EMMANUEL F. MONTANA, JR., M.D., FPCS, FACS, MHA
 Medical Center Chief II

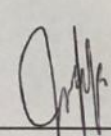
RG MEDITRON, INC.

By:


RYAN F. GARCIA
 President

Signed in the presence of:


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


MARLON R. CASTILLO
 Medical Sales Representative

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 |
|--|------------------|----------------------------|
| EMMANUEL F. MONTAÑA, JR., MD, FPCS, FACS MHA | 02468888 | Manila; January 05, 2019 |
| RYAN F. GARCIA | 258536009 | QUEZON CITY; OCT. 24, 2011 |

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 NOV 12 2019 day of NOV 12 2019, 2019 at QUEZON CITY, Philippines.

ATTY. TOMAS B. BAGA, JR.
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2018
 ADM. NO. NP016 (2018-2019)
 ATTYS. ROLL NO. 13003
 IBP NO. 058254, 01/03/19
 PTR NO. 8827969 / 1-3-19 N. COT.
 MCLE NO. VI-0028822
 RGH BLDG. TIMOG COR. PANAY AVE. QC

Doc. No. 150
 Page No. 33
 Book No. EXXCVIII
 Series of 2019



HBAC-A RESOLUTION NO. 2754 s. 2019

**BAC Resolution Declaring SCRB and Recommending Award
To RG MEDITRON, INC.**

WHEREAS, the JOSE R. REYES MEMORIAL MEDICAL CENTER posted the Invitation to Bid for the procurement of TRANSPORT VENTILATOR WITH VENTILATOR CIRCUIT at the G-EPS and a conspicuous place at the premises of the JOSE R. REYES MEMORIAL MEDICAL CENTER continuously for 14 days;

WHEREAS, Execom Resolution No. 83 s. 2019 was received last 09 September 2019;

WHEREAS, Certificate of Availability of Funds (CAF) was received last 16 September 2019 with CAF number 2019-09-841 is available out of *INCOME Fund*;

WHEREAS, a public bidding for the following items was held last **15 OCTOBER 2019**;

| Item No. | Description | Quantity | Unit | Unit Price | Total ABC |
|----------|--|----------|---------|--------------|--------------|
| 1 | Transport Ventilator with Ventilator Circuit | 1 | Package | 2,460,000.00 | 2,460,000.00 |

WHEREAS, in response to the said advertisements, 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 15 October 2019;

WHEREAS, the detailed evaluation of bids was completed and received by BAC Secretariat on 22 October 2019 resulted in the following:

| Item No. | Description | Qty. | Unit | Name of Bidder | Bid Price (As Calculated) | % Variance from ABC |
|----------|--|------|---------|-------------------|---------------------------|---------------------|
| 1 | Transport Ventilator with Ventilator Circuit | 1 | Package | RG MEDITRON, INC. | 2,460,000.00 | 0.00 |

WHEREAS, the bid proposal of **RG MEDITRON, 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 **RG MEDITRON, 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 **RG MEDITRON, INC.** as the Bidder with Single Calculated and Responsive Bid for the procurement of the following:

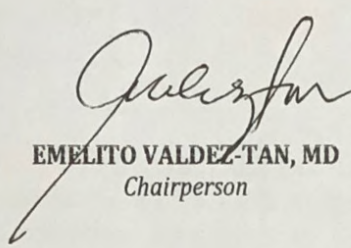
| Item No. | Description | Qty. | Unit | ABC/Unit (Php) | Total ABC | Bid Price (As Calculated) | % Variance from ABC | Total Amount (Php) |
|-------------|--|------|---------|----------------|--------------|---------------------------|---------------------|--------------------|
| 1 | Transport Ventilator with Ventilator Circuit (Smiths Parapac Plus Transport Ventilator / UK) | 1 | Package | 2,460,000.00 | 2,460,000.00 | 2,460,000.00 | 0.00 | 2,460,000.00 |
| GRAND TOTAL | | | | | | | | 2,460,000.00 |

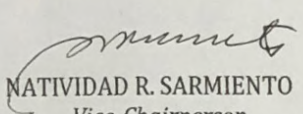



- b) To award to **RG MEDITRON, INC.** the contract price of **TWO MILLION FOUR HUNDRED SIXTY THOUSAND PESOS (P2,460,000.00)** only for the procurement of the above mentioned item;
- c) To recommend for approval by the MEDICAL CENTER CHIEF II of the JOSE R. REYES MEMORIAL MEDICAL CENTER the foregoing findings.

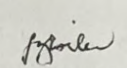
RESOLVED, this **22nd** day of **October 2019**, at **JOSE R. REYES MEMORIAL MEDICAL CENTER**, Santa Cruz, Manila.

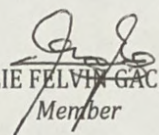
Recommending Approval:


EMELITO VALDEZ-TAN, MD
Chairperson

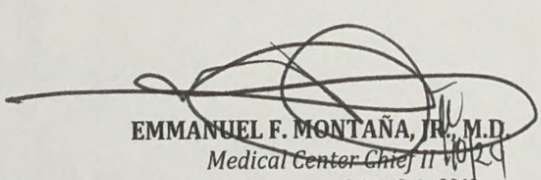

NATIVIDAD R. SARMIENTO
Vice-Chairperson


CECILIO VIVAR, 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 OCT 24 2019

