



Republic of the Philippines
 Department of Health
 JOSE R. REYES MEMORIAL MEDICAL CENTER
 HOSPITAL BIDS AND AWARDS COMMITTEE

RIZAL AVE., STA. CRUZ, MANILA
 711-9491 local 245

NOTICE TO PROCEED

12 July 2024

RBGM MEDICAL EXPRESS SALES, INC.
 #138 Maginhawa St., Teachers Village,
 Diliman Quezon City
 Tel No. : 8426-0268

Dear Sir/Madame:


The attached Contract Agreement having been approved; notice is hereby given to **RBGM MEDICAL EXPRESS SALES, INC.** that the delivery of **NEGO 53.1 - FOUR (4) UNITS ELECTROSURGICAL MACHINE** is in the total amount of **SIX MILLION TWO HUNDRED THOUSAND PESOS (₱6,200,000.00) only**. You may deliver the following item within **Forty Five (45) Calendar Days**:

ITEM NO.	ITEM DESCRIPTION	BRAND / MODEL / COUNTRY OF ORIGIN	QTY.	UNIT	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
1	ELECTROSURGICAL MACHINE	COVIDIEN / VALLEYLAB FX8 FX SERIES ENERGY PLATFORM / USA	4	Unit	1,550,000.00	6,200,000.00
GRAND TOTAL						6,200,000.00

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 in the space provided below.

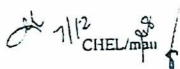
Very truly yours,


WENCESLAO S. LLAUDERES, MD, MPM-HG
 Medical Center Chief II

I acknowledge receipt of this Notice on 7/15/24

Name of the Representative of the Bidder: Mary Jazelle P. Dominguez

Authorized Signature 


 7/12/24
 CHEL/MPH

**CONTRACT FOR THE PROCUREMENT OF
NEGOTIATED PROCUREMENT 53.1 - FOUR (4) UNITS ELECTROSURGICAL
MACHINE**

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT ENTERED INTO THIS 2ND DAY of JULY 2024, BY AND BETWEEN:

The **JOSE R. REYES MEMORIAL MEDICAL CENTER**, a government hospital under the supervision of 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, **WENCESLAO S. LLAUDERES, MD, FPSNM, MPM-HG** and hereinafter referred to as the **"ENTITY"**

- and -

RBGM MEDICAL EXPRESS SALES, INC. a corporation created under Philippine Law with office address at #138 Maginhawa St., Teachers Village, Diliman Quezon City, herein represented by its Managing Director, **DON GABRIEL OLIGAR T. CARIÑO III** and hereinafter referred to as the **"SUPPLIER"**.

WITNESSETH:

WHEREAS, a competitive bidding was conducted on 11 June 2024 by the Entity through the Hospital Bids and Awards Committee for the Negotiated Procurement 53.1 of **FOUR (4) UNITS ELECTROSURGICAL MACHINE** hereinafter called the "ITEM."

WHEREAS, the **"SUPPLIER"** being the single calculated and responsive bidder which purchased the bidding documents submitted the specified requirements on the above-mentioned item and was found eligible during the preliminary examination of the bid last 11 June 2024. The **SUPPLIER** was awarded the project in the sum amount of **SIX MILLION TWO HUNDRED THOUSAND PESOS (P6,200,000.00)** 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	ELECTROSURGICAL MACHINE	COVIDIEN / VALLEYLAB FX8 FX SERIES ENERGY PLATFORM / USA	4	Unit	1,550,000.00	6,200,000.00
GRAND TOTAL						6,200,000.00

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

WENCESLAO S. LLAUDERES, MD, FPSNM, MPM-HG
Medical Center Chief II

JAYSON G. DELA CRUZ, CPA, MPA
CAO Finance

REYMANTE O. GUEVARRA
Business Unit Supervisor

DON GABRIEL OLIGAR T. CARIÑO III
Managing Director

NOW THEREFORE, for and 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. 1034 s. 2024 (Annex 1);
 - b. Notice of Award (Annex 2);
 - c. Purchase Request No. 2023-09-7988 (Annex 3);
 - d. Project Procurement Management Plan (Annex 14);
 - e. Annual Procurement Plan (Annex 15);
 - f. Bid Bulletin (Annex 5);
 - g. The Bid Form and the Price Schedule submitted by the Bidder (Annex 6);
 - h. The Schedule of Requirements (Annex 7);
 - i. The Technical Specifications (Annex 8);
 - j. The General Conditions of Contract (Annex 9);
 - k. The Special Conditions of Contract (Annex 10);
 - l. The Abstract of Bids (Annex 11);
 - m. The Warranty (Annex 12);
 - n. The Performance Security (Annex 13);
 - o. Brochure (Annex 16).

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 Forty Five (45) calendar days 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.


WENCESLAO S. LAUDERER, MD, FPSNM, MPM-HG
Medical Center Chief II


JAYSON G. DELA CRUZ, CPA, MPA
CIO - Finance


REYNANTE O. GUEVARRA
Business Unit Supervisor


DON GABRIEL OLIGAR T. CARINO III
Managing Director

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 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 the amount equivalent to 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:



WENCESLAO S. LLAUDERES, MD, FPSNM, MPM-HG
Medical Center Chief II

**RBGM MEDICAL EXPRESS
SALES, INC.**


By:

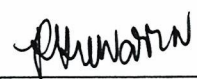


DON GABRIEL OLIGAR T. CARIÑO III
Managing Director

Signed in the presence of:

JAYSON G. DELA CRUZ, CPA, MPA

CAO - Finance 

REYNANTE O. GUEVARRA
Business Unit Supervisor 

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>WENCESLAO S. LLAUDERES, MD, FPSNM, MPM-HG</u>	<u>800205</u>	<u>May 2023; Manila</u>
<u>DON GABRIEL OLIGAR T. CARIÑO III</u>	<u>300-612-187-000</u>	<u>06/29/09 Rizal</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 10 JUL 2024 day of _____, 2024 at QUEZON CITY, Philippines.

JAYSONA DELA CRUZ, CPA, MPA
CAG - Finance

REYNANTE O. GUEVARRA
Business Unit Supervisor

Doc. No. 137
Page No. 29
Book No. II
Series of 2024

Notary Public

ATTY. MARIE JOYCE C. SUPLICO-PAMITTAN
NOTARY PUBLIC FOR QUEZON CITY
Valid Until December 31, 2024
PTR No.: 5548515/01-12-2024
IBP O.R No. 421015/01-15-2024; Quezon City
Roll of Attorneys No.: 88421
MCLE COMP. (Admitted to the Bar 12-22-2023)
Adm. Matter NP 240 (2024-2025)
No. 4 Mapagbigay Street, Viuna Road Quezon City