



**NOTICE TO PROCEED**

15 January 2020

**RESPICARE ENTERPRISES, INC.**  
 Narciso Bldg. II, 23 Fisheries St.,  
 Brgy. Vasra, Quezon City  
 Tel No.: 455-1052 / 920-7646

Dear Sir/Madame:

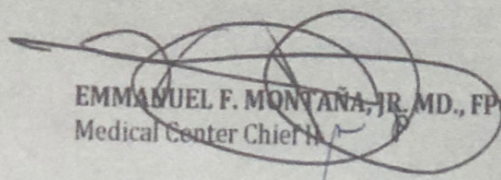
The attached Contract Agreement having been approved, notice is hereby given to **RESPICARE ENTERPRISES, INC.** that the delivery of **THREE (3) UNITS MECHANICAL VENTILATOR** is in the total amount of **TWO MILLION NINETY FOUR THOUSAND PESOS (P2,094,000.00) only**. You may deliver the following items within **forty five (45) days**:

ITEM NO.	ITEM DESCRIPTION	BRAND / MODEL / COUNTRY OF ORIGIN	QTY.	UNIT	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
1	MECHANICAL VENTILATOR	Mindray SV-300 / CHINA	3	Unit	698,000.00	2,094,000.00
<b>GRAND TOTAL</b>						<b>2,094,000.00</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**.

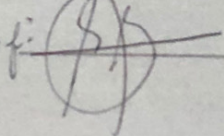
Very truly yours,

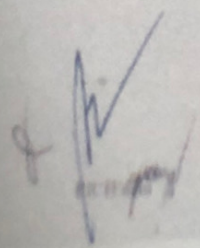
  
**EMMANUEL F. MONTANA, JR., MD., FPCS, MHA**  
 Medical Center Chief



I acknowledge receipt of this Notice on JANUARY 17, 2020

Name of the Representative of the Bidder: DAVID V. TAN

Authorized Signature 



## CONTRACT FOR THE PROCUREMENT OF MECHANICAL VENTILATOR

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT ENTERED INTO THIS 6<sup>th</sup> day of January 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 -

**RESPICARE ENTERPRISES, INC.** a corporation created under Philippine Law with office address at Narciso Bldg. II 23 Fisheries St., Brgy. Vasra, Quezon City herein represented by its President, **NARCISO G. ADIAZ, JR.** and hereinafter referred to as the "SUPPLIER".

WITNESSETH:

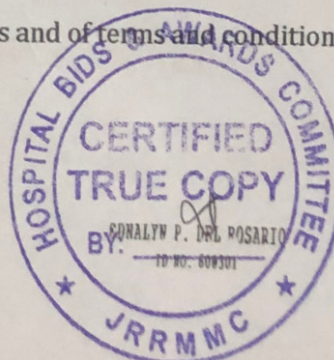
**WHEREAS**, a competitive bidding was conducted last 26 November 2019 by the Entity through the Hospital Bids and Awards Committee for the procurement of **MECHANICAL VENTILATOR** hereinafter called the "ITEM."

**WHEREAS**, the SUPPLIER being the lowest bidder among the five (5) bidders that purchased the bidding documents, submitted the specified requirements on the above mentioned item and was found eligible during the preliminary examination of bids last 26 November 2019, and after post-qualification evaluation it was found to be responsive, the SUPPLIER was awarded the project in the sum of **TWO MILLION NINETY FOUR THOUSAND PESOS (P2,094,000.00)** 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	MECHANICAL VENTILATOR	Mindray SV-300 / CHINA	3	Unit	698,000.00	2,094,000.00
<b>GRAND TOTAL</b>						<b>2,094,000.00</b>

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:



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

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

DAVID V. TAN  
Sales Executive

NARCISO G. ADIAZ, JR.  
President

## 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. 3284 s. 2019 (Annex 1);
  - b. Notice of Award (Annex 2);
  - c. Purchase Request No. 2019-09-5055 (Annex 3);
  - d. Certificate of Availability of Fund No. 2019-10-964 (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. 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

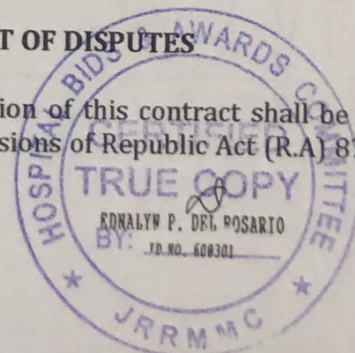
Unless sooner terminated, this Contract shall be valid for **Forty Five (45) days** reckoned from the receipt of Notice to Proceed (NTP).

## 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



EMMANUEL F. MONTANA, JR., MD, FPCs, FACS, MHA  
Medical Superintendent II

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

DAVID V. TAN  
Sales Executive

NARCISO G. ADIAZ JR.  
President

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.

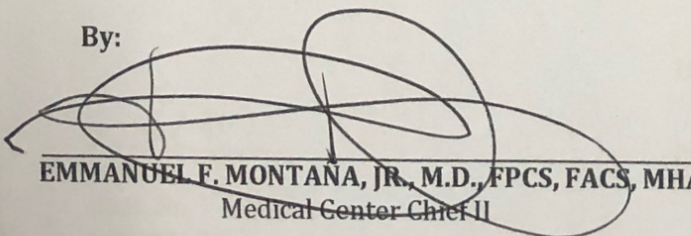
Signed:

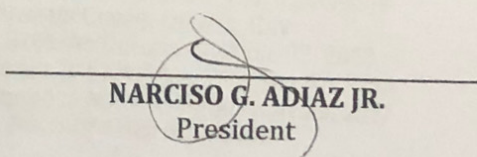
**JOSE R. REYES MEMORIAL  
MEDICAL CENTER**

**RESPICARE ENTERPRISES, INC.**

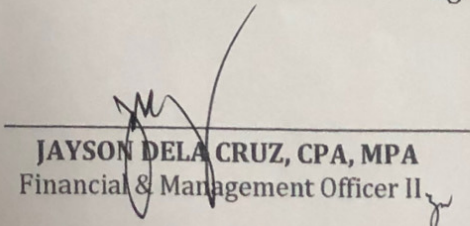
By:

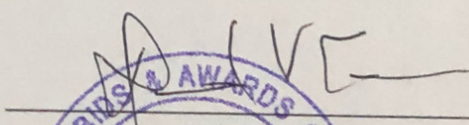
By:

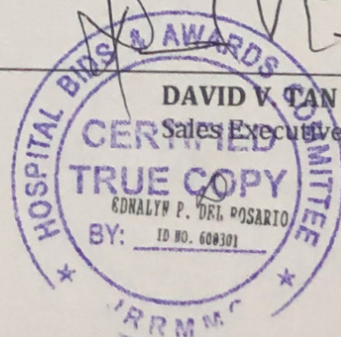
  
EMMANUEL F. MONTANA, JR., M.D., FPCS, FACS, MHA  
Medical Center Chief II

  
NARCISO G. ADIAZ JR.  
President

Signed in the presence of:

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

  
DAVID V. TAN  
Sales Executive



### ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
City of Manila **QUEZON CITY** ) ss.

BEFORE ME, a Notary Public for and in the City **QUEZON CITY**, 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>

NARCISO G. ADIAZ JR.

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 JAN 13 2020 day of 2020, 2020 at QUEZON CITY, Philippines.

*Emmanuel F. Montaña, Jr.*  
EMMANUEL F. MONTAÑA, JR., MD, FPCS, FACS MHA  
Medical Officer Chief II

*Jayson G. De la Cruz*  
JAYSON G. DE LA CRUZ, CPA, MPA  
Financial & Management Officer II

*David V. Tan*  
DAVID V. TAN  
Sales Executive

*Narciso G. Diaz Jr.*  
NARCISO G. ADIAZ JR.  
President

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Book No. XXIV-A  
Series of 2020

*Michael Darwin M. Bayotas*  
**MICHAEL DARWIN M. BAYOTAS**  
Notary Public  
Commission No. NP-07412019-2020  
Expires on December 31, 2020  
Unit 204, Tony Gaivez Centrum, 124, 9th Avenue  
Araneta Cupao, Quezon City  
PTR No. 92694851/Quezon City/Jan. 02, 2020  
IBP Lifetime No. 071221/Pasig City/Nov. 07, 2012  
MCLE Compliance No. VI-0002500/May 29, 2017  
Attorney's Roll No. 56180





**HBAC-A2 RESOLUTION NO. 3284 s. 2019**

**BAC Resolution Declaring LCRB and Recommending Award  
To RESPICARE ENTERPRISES, INC.**

**WHEREAS**, the JOSE R. REYES MEMORIAL MEDICAL CENTER posted the Invitation to Bid for the procurement of **MECHANICAL VENTILATOR** at the G-EPS and a conspicuous place at the premises of the JOSE R. REYES MEMORIAL MEDICAL CENTER continuously for 23 days;

**WHEREAS**, HBAC received approved Purchase Request No. 2019-09-5055 of **Three (3) Units** Mechanical Ventilator;

**WHEREAS**, Execom Resolution No. 99 s. 2019 was received last 09 October 2019;

**WHEREAS**, Certificate of Availability of Funds (CAF) was received last 16 October 2019 with CAF number 2019-10-964 is available out of **INCOME Fund**;

**WHEREAS**, a public bidding for the following items was held last **26 November 2019**;

Item No.	Description	Quantity	Unit	Unit Price	Total ABC
1	Mechanical Ventilator	3	Unit	1,500,000.00	4,500,000.00

**WHEREAS**, in response to the said advertisements, five (5) bidders purchased bidding documents, submitted the specified requirements on the above mentioned item and were found eligible during the preliminary examination of bids last **26 November 2019**;

**WHEREAS**, the detailed evaluation of bids was completed and received by BAC Secretariat on **17 December 2019** resulted in the following:

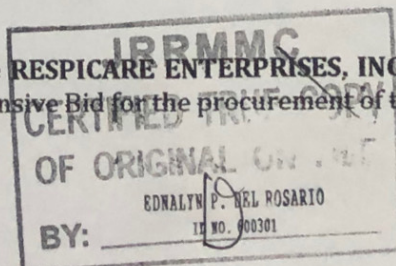
Item No.	Description	Qty.	Unit	Name of Bidder	Bid Price (As Calculated)	% Variance from ABC
1	Mechanical Ventilator	3	Unit	RESPICARE ENTERPRISES	698,000.00	53.47
				JOSMEF ENTERPRISES	1,160,000.00	22.67
				PRIME MEDIX	1,269,500.00	15.37
				EQUILIFE	1,382,034.39	7.87
				BLUESKY TRADING	1,498,000.00	0.13

**WHEREAS**, the bid proposal of **RESPICARE ENTERPRISES, 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 **RESPICARE ENTERPRISES, 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 **RESPICARE ENTERPRISES, INC.** as the Bidder with Lowest Calculated and Responsive Bid for the procurement of the following:



*[Handwritten signature]*  
12/17/2019

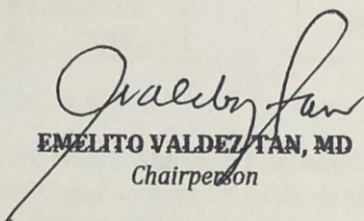


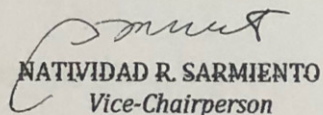
Item No.	Description	Qty.	Unit	ABC/Unit (Php)	Total ABC	Bid Price (As Calculated)	% Variance from ABC	Total Amount (Php)
1	Mechanical Ventilator <i>Brand / Model: Mindray SV-300 / CHINA</i>	3	Unit	1,500,000.00	4,500,000.00	698,000.00	53.47	2,094,000.00
<b>GRAND TOTAL</b>								<b>2,094,000.00</b>

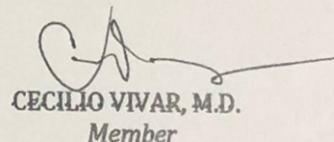
- b) To award to **RESPICARE ENTERPRISES, INC.** the contract price of **TWO MILLION NINETY FOUR THOUSAND PESOS (P2,094,000.00)** only for the procurement of the above mentioned item;
- c) To recommend for approval by the MEDICAL CENTER CHIEF II of the JOSE R. REYES MEMORIAL MEDICAL CENTER the foregoing findings.

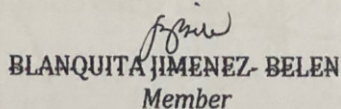
**RESOLVED**, this 19<sup>th</sup> day of **December 2019**, at **JOSE R. REYES MEMORIAL MEDICAL CENTER, Santa Cruz, Manila.**

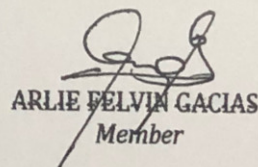
Recommending Approval:

  
**EMELITO VALDEZ TAN, MD**  
Chairperson

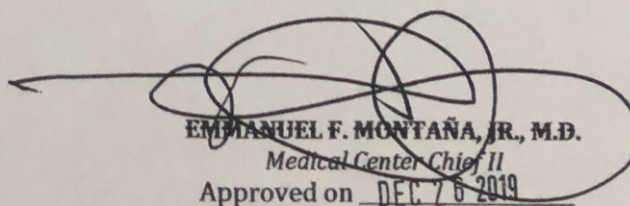
  
**NATIVIDAD R. SARMIENTO**  
Vice-Chairperson

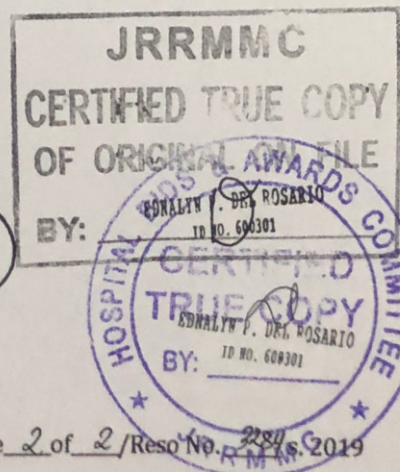
  
**CECILIO VIVAR, M.D.**  
Member

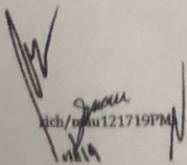
  
**BLANQUITA JIMENEZ-BELEN**  
Member

  
**ARLIE FELVIN GACIAS**  
Member

Approved by:

  
**EMMANUEL F. MONTAÑA, JR., M.D.**  
Medical Center Chief II  
Approved on DEC 7 6 2019



  
121719714