



Republic of the Philippines
CITY GOVERNMENT OF MUNTINLUPA
 Bids and Awards Committee

NOTICE TO PROCEED

BIOSITE MEDICAL INSTRUMENTS

Davao City

Dear Sir / Madame:

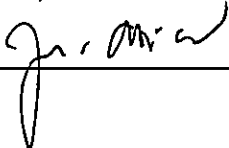
The attached Contract Agreement having been approved, notice is hereby given to **BIOSITE MEDICAL INSTRUMENTS** that the CONTRACT of the City Government of Muntinlupa for the **Arterial Blood Gas (ABG) Reagent Tie-up for use of Ospital ng Muntinlupa (2023)**, shall commence effective FIVE (5) DAYS after acknowledging receipt hereof.

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

Please acknowledge receipt and acceptance of this notice by signing both copies on the space provided below. Kindly keep one (1) copy and return the other copy to the Bids and Awards Committee Secretariat.

Very truly yours,


Hon. ROZZANO RUFINO B. BIAZON
 City Mayor

I acknowledge receipt of this Notice on JAN. 30, 2023
 Name of the Bidder or Representative Michelle Klion
 Authorized signature 

City Government of Muntinlupa, 2nd Floor, Main Building,
 National Road, Barangay Putatan, Muntinlupa City



**CONTRACT AGREEMENT FOR THE ARTERIAL BLOOD GAS
REAGENT TIE UP FOR USE OF THE OSPITAL NG MUNTINLUPA 2023**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

The **City Government of Muntinlupa** with office address at the National Road, Putatan, Muntinlupa City represented herein by the City Mayor, **Hon. ROZZANO RUFINO B. BIAZON**, herein referred to as the **CLIENT**;

-and-

BIOSITE MEDICAL INSTRUMENTS, a Corporation duly organized and existing under and by virtue of laws of the Republic of the Philippines with office address at 512 Manga St. Juna Subdivision Matina Davao City, represented in this act by **Ms. MICHELLE B. ABIAN**, per copy of the Special Power of Attorney attached as "Annex A", hereinafter referred to as the **SUPPLIER**;

WITNESSETH

WHEREAS, as a result of the public bidding for the procurement of **Arterial Blood Gas Regeant Tie-up for use of Ospital ng Muntinlupa 2023**, the **SUPPLIER** was evaluated as the lowest Calculated / Rated and Responsive Bidder;

WHEREAS, after a thorough evaluation, the Bids and Awards Committee resolved to award the procurement of the above-mentioned items to the **SUPPLIER** as per Bids and Awards Committee and corresponding Notice of Award was issued;

WHEREAS, the **SUPPLIER** is engaged, among others, in the distribution and sale of **Arterial Blood Gas Reagent Tie-up** wherein the **CLIENT** is willing to purchase such regents that come with free use of **Arterial Blood Gas Machine** from the **SUPPLIER**;

NOW THEREFORE, in consideration of the foregoing premises hereto, the **PARTIES** have agreed, and do hereby agree on the following arrangement, stipulations, terms and conditions.

1. THAT the purchase of **Arterial Blood Gas with Machine Tie-up** shall be in accordance with the terms and condition specified in the Bid Proposal of the **SUPPLIER** and the Notice of Award issued by the **CLIENT**;
2. THAT the total contract price of this agreement shall be equivalent to the estimated consumptions for one (1) year which was quoted by the **SUPPLIER** in the amount of **TWO MILLION TWO HUNDRED EIGHTY-TWO THOUSAND PESOS (Php 2,282,000.00)**;
3. THAT the **SUPPLIER** shall provide fourteen thousand (14,000) test of Arterial Blood Gas (ABG) Reagent Tie-Up which shall have a Cartridge Type of Machine which can measure the following samples: a. Whole Blood (Heparinized) (Syringe Capillary); b. Pleural fluid. It shall contain the following parameters:

PARAMETERS	NORMAL VALUES
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1. Ph (ph scale)	<6.5-7.8
2. Pco2 (mmHg)	5-155
3. PO2 (mmHg)	10-750

Further, it shall have the following Measuring System:

Sample Volume	35-195uL
Measuring Time	60 secs
Samples per hour	15 and above

4. THAT the **SUPPLIER** shall provide the **CLIENT** two (2) units of **Arterial Blood Gas (ABG) machine** and all consumables that the machine needed, with software platform Sybase software, vxworks software to avoid typographical error. It must have backup battery up to four (4) hours when power supply breaks down. **SUPPLIER** will provide Biomedical Engineer or Technical Staff 24/7 service in case of emergency, troubleshoot or repair of the unit. If error occurs or machine breaks down, the company will provide a back-up or replacement unit. Complete maintenance free of the machine.
5. THAT the **SUPPLIER** shall be able to perform automatic and manual quality control. The Quality Control must be proactive, continuous and has a real time processing. It must also recognize the error pattern and identify such immediately. It shall continuously monitor, detect and correct potential errors and shall generate reports for compliance. It shall also reduce the error detection time when compared to traditional Quality Control and must detect and fix the errors automatically and immediately. It shall assess the functionality and initiate the documents corrective actions which is based on the error pattern detected. It shall continuously monitor and check all critical components in real time.
6. THAT the **SUPPLIER** must provide the **CLIENT** continuous systematic training to ensure competency of the staff operating the analyzer. A subjective assessment on the competency of the users must be provided by the trained personnel. A certificate of competency and assessment must be supplied to the trained staff. It must also provide training and seminar on the safety handling of the machines. An in-depth operational comprehensive on-site training for operational, troubleshooting, and advance maintenance shall be conducted. All units must have all relevant safety standard, commissioning certificate and hard and soft copy MSDS for reagent used and must be approved by the international body.
7. THAT the **SUPPLIER** shall download the patient's results, quality control statistics and data and convert it into a CD-Rom or Pen Drive. It shall also store the results of the patient, quality control, and calibration result from the previous 20 cartridges and from the previous results with flexible searching of the sample data base. At the same time, it must be able to document all problems and activated alarms.
8. THAT the **CLIENT** shall pay the **SUPPLIER** the amount of the reagent upon verification and acceptance thereof in accordance with the foregoing quotation;
9. THAT the **CLIENT** agrees that only the **SUPPLIER's** authorized personnel with proper proof of identification shall repair, revise and or replace any part necessary to keep the equipment in good working condition. In the event of pull-out for repair, the **SUPPLIER** will give replacement of the same unit;
10. THAT preventive maintenance of the equipment shall be conducted at all times for each of the analyzers on site and must be given to the user.

11. THAT the **CLIENT** shall keep the equipment free from all liens, claims, and encumbrance and shall not assign nor transfer all or any part of its rights and obligations under this **CONTRACT AGREEMENT** to any other person or entity without written approval from the **SUPPLIER**;
12. THAT the **CLIENT** shall not remove any labels, symbols, or serial numbers that are or maybe affixed to the items of equipment being utilized hereunder except as requested by the **SUPPLIER** in writing;
13. THAT as the condition of the equipment so warrant, the **CLIENT** should acknowledge in writing that the equipment was received in good, proper and satisfactory working condition, for the purpose for which it was delivered;
14. THAT during the effectivity of the **CONTRACT AGREEMENT**, the **SUPPLIER** shall provide the **CLIENT** with regular after-sales service support and spare parts pertinent to the equipment without cost on the part of the **CLIENT**;
15. THAT in the absence of negligence and/or bad faith, the **SUPPLIER** shall not be liable for any failure to perform its obligations under this **CONTRACT AGREEMENT** due to strikes (legal or illegal), lock out, fires, flood or any other natural calamity beyond its control;
16. THAT this **CONTRACT AGREEMENT** is valid for a period of one (1) year effective from January to December 2023 or upon exhaustion of the contract price hereof;
17. THAT upon termination of this **CONTRACT AGREEMENT**, the **SUPPLIER** shall have the authority/power to repossess, take out, remove and dispose of the equipment assigned to the **CLIENT**;
18. THAT the **SUPPLIER** warrants that the equipment to be delivered to the **CLIENT** is in good, proper and working condition for the purpose for which it was delivered;

IN WITNESS WHEREOF, the parties, through their duly authorized representative have hereunto set their hands this JAN 30 2023 day of _____, 2023.

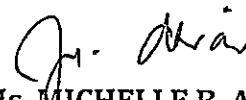
**CITY GOVERNMENT OF MUNTINLUPA
(OSPITAL NG MUNTINLUPA)**

BIOSITE MEDICAL INSTRUMENTS

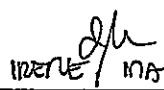
Represented by:

Represented by:



Hon. ROZZANO RUFINO B. BIAZON
City Mayor


Ms. MICHELLE B. ABIAN
Professional Sales Representative

Signed in the presence of the following witnesses of legal age and discretion:



(Name and Designation)



(Name and Designation)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 CITY OF MUNTINLUPA) S.S.

BEFORE ME, a Notary Public for and in the City of CITY OF MUNTINLUPA this _____ day of JAN 30 2023, personally appeared before me the following:

Name of the Party	Valid Government ID	Expiration Date of the ID
Hon. ROZZANO RUFINO B. BIAZON/City Mayor	Driver's License NO3-86-030998	
Ms. MICHELLE B. ABIAN / Professional Sales Representative BIOSITE MEDICAL INSTRUMENTS	Driver's License NO2-13-022515	

This document of four (4) pages including this page upon which this Acknowledgement is written and signed by the parties and their instrumental witness/es in the space provided for their signature on the left hand margin on every page whereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the City of CITY OF MUNTINLUPA, Philippines on this JAN 30 2023 day of 2023.

Doc. No. 445;
 Page No. 90;
 Book No. II;
 Series of 2023.

hisp
MEYNARD R. JOB

Notary Public for Muntinlupa City
 Notarial Commission No. 23-009
 Until December 31, 2024
 PTR No. 4347537 / Jan. 03, 2023 / Muntinlupa City
 IBP Lifetime O.R. No. 1010271 / Jan. 04, 2016
 RoH No. 49786 / PPLM
 MCLE Compliance No. VII-0016417 / April 26, 2022
 2731-C Bruger Street, Bruger Subdivision,
 Putatan, Muntinlupa City

REPUBLIC OF THE PHILIPPINES
 DEPARTMENT OF TRANSPORTATION
 LAND TRANSPORTATION OFFICE
 NON-PROFESSIONAL DRIVER'S LICENSE



Last Name, First Name, Middle Name
BIAZON; ROZZANO RUFINO BUNDA
 Nationality Sex Date of Birth Weight Height
 PHIL M 1969/03/28 163 177

Address
 410 TAAL ST AYALA CLADANG VILLAGE,
 MUNTINLUPA CITY

License No. Expiration Date Agency Code
 N62-N6-020998 2023/03/20 N49

Sex Eyes Color
 M BROWN

Signature of Licensee


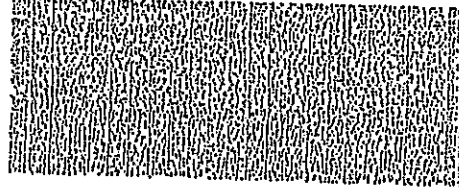
Signature of Licensee
 (Handwritten signature)

IN BREAK DOWN
 FULL IDENTIFICATION AND OTHER
 IN CASE OF CHANGE OF ADDRESS
 HOME AND PHONE NUMBER
 ADDRESS: 410 TAAL ST
 MUNTINLUPA CITY

1. IDENTIFICATION
 2. IDENTIFICATION
 3. IDENTIFICATION
 4. IDENTIFICATION
 5. IDENTIFICATION
 6. IDENTIFICATION
 7. IDENTIFICATION
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 8. IDENTIFICATION

Serial Number
 057201296

Handwritten signature: Ruffino B. Biazon

Handwritten signature: Ruffino B. Biazon

Handwritten signature: Ruffino B. Biazon

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE



DRIVER'S LICENSE

Last Name, First Name, Middle Name
ABIAN, MICHELLE BRITANICO
Nationality **F** Sex **F** Date of Birth **1983/04/28** Height **159**
PHL Weight (kg) **55**



Address
SAMPINIT BAGO CITY NEGROS OCCIDENTAL

License No. **1102-13-022515** Expiration Date **2024/04/28** Agency Code **D40**

Hand Type **BROWN** Eyes Color **BROWN**
Sex **F** Contributions **NONE**

Tilt Glasses **5.81.02**

M. Britanico
Signature of Licensee

Edgar C. Salvante
Assistant Secretary