

**NOTICE OF AWARD AND CONTRACT AGREEMENT**  
**Supply and Delivery of Extraction Machines for COVID 19 Response**

Contract No.: PS-CP-MDC-20-03-13  
 Date: 30 April 2020

**MS. ANGELICA MALACCA**  
 SALES SPECIALIST  
**MEDICAL TEST SYSTEMS, INC.**  
 DAO I BUILDING 189 SALCEDO  
 STREET LEGASPI VILLAGE, MAKATI  
**Email:** medtest@pltdsl.net

After conducting evaluation of the proposal, the **Procurement Service** has determined your proposal as the Best and Most Responsive Proposal for the **Supply and Delivery of Extraction Machines for COVID 19 Response for the Department of Health** based on your **Best and Final Offer** as submitted in response to **RFO No. MDC-RFO-20-03-25** received and evaluated on **29 April 2020** thus, this Notice of Award and Contract Agreement:

Lot No.	Quantity	Unit of Measurement	Item/ Description	Unit Price	Total Price
1	10	units	Automated Nucleic Acid Extraction Machine (Thermo Scientific King Fisher Flex)	₱ 4,000,000.00	₱ 40,000,000.00

**Delivery Instructions:**

Quantity to be Delivered	Date of Delivery	Delivery Site
10 units	5 units – 30 days after receipt of P.O.  5 units – on or before June 30,2020	<u>1<sup>st</sup> delivery</u>  <b>Metro Manila</b>  <b>1 unit</b> – RITM 9002 Research Drive, Filinvest Corporate City, Alabang, Metro Manila <b>1 unit</b> - Lung Center of the Phils, Quezon Avenue, Quezon City

RR. Road, Cristobal St., Paco, Manila  
[www.ps-philgeps.gov.ph](http://www.ps-philgeps.gov.ph)  
 8 290-6300 / 8 290-6400



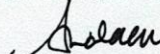
*Malacca*  
**MARIA ANGELICA MALACCA**  
**MEDICAL TEST SYSTEMS INC**

DBM Compound, General Solano Street, San Miguel, Manila  
[www.philgeps.gov.ph](http://www.philgeps.gov.ph)  
 (02) 8 640 6906 | 8 640 6907 | 8 640 6908 | 8 640 6909

		<p><b>1 unit</b> – Saint Luke’s Hospital</p> <p><b>2 units</b> – DOH Warehouse at OCD Warehouse Camp Aguinaldo Quezon City</p> <p style="text-align: center;"><u>2<sup>nd</sup> delivery</u></p> <p><b>Metro Manila</b></p> <p><b>1 unit</b> – V Luna General Hospital, Pinyahan, Quezon City</p> <p><b>1 unit</b> – National Institutes of Health, UP Manila, 623 Pedro Gil St., Ermita 1000 Manila, Philippines</p> <p><b>3 units</b> – DOH Warehouse at OCD Warehouse Camp Aguinaldo Quezon City</p>
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**Standard warranty provisions apply:**

1. The Supplier warrants that the Goods supplied under the Contract are new (unused), and that they incorporate all recent improvements in design and materials (latest models), except when the technical specifications required by the Procuring Entity provide otherwise. The Supplier warrants the timely delivery of the items. Any delay or failure to deliver may result in termination of the contract and blacklisting of the entity.
2. The Supplier further warrants that all Goods supplied under this Contract shall have no issue or defect arising from the design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
3. In order to ensure that any manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period of three (3) months. The obligation for the warranty shall be covered by, at the Supplier’s option, either retention money or a bank guaranty in an amount equivalent to at least one percent (1%) of every progress payment. If the latter is opted, the same shall be submitted three days upon the conclusion of negotiations and before the issuance of the Notice of Award and Contract

  
  
  
 MARIA ANGELO MARACA

Agreement. Failure to submit the stated warranty security shall automatically revert the warranty security to the option of retention money.

4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified and with all reasonable speed, replace the defective Goods without cost to the Procuring Entity.
5. In case of foreign supplier, the Procuring Entity shall be allowed to deduct Twelve Percent (12%) Value Added Tax (VAT) charged by the Philippine Government from the purchase price. In the event that the Supplier or the Procuring Entity shall be deemed to be exempt from the payment of VAT on the purchased items to the Republic of the Philippines, the amount will not be refunded to the Supplier.
6. In case of local suppliers, the Procuring Entity shall be allowed to deduct 5% Final Value Added Tax, 1% Expanded Withholding Tax and 1% Warranty.

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**INSTRUCTIONS: If you have no corrections to the contents of this NOTICE OF AWARD AND CONTRACT AGREEMENT, please sign this instrument immediately upon receipt. Failure to sign this document and revert this document within two (2) days of receipt may result in the cancellation of the award and blacklisting for unjustified refusal of award.**

Very truly yours,

SIGNATURE REDACTED

LLOYD CHRISTOPHER A. LAO  
*Head of the Procuring Entity*  
Procurement Service

The MEDICAL TEST SYSTEMS, INC., through its authorized representative, hereby commits to deliver the requirements consistent with the terms above stated:

MARIA ANGELICA T. MALACCA

NAME

SIGNATURE REDACTED

SIGNATURE

APRIL 30, 2020

DATE