

ORIGINAL



Republic of the Philippines  
DEPARTMENT OF HEALTH  
OFFICE OF THE SECRETARY

**CONTRACT AGREEMENT No. GOP-C-2020-184**  
**PROCUREMENT OF TRANSFUSION TRANSMISSIBLE INFECTIONS (TTIS) WITH**  
**MACHINE TIE-UP RE-BID**  
**under IB No. 2020-214-A**

**SO THE PUBLIC MAY KNOW:**

THIS AGREEMENT made the \_\_\_\_\_ day of FEB 24 2021 between the DEPARTMENT OF HEALTH (DOH) of the Republic of the Philippines, as represented by **DR. NESTOR F. SANTIAGO**, Undersecretary of Health, with official address at San Lazaro Compound, Rizal Avenue, Sta. Cruz, 1003 Manila (hereinafter called "the DOH") of the one part;

-AND-

**ABBOTT LABORATORIES** as represented by **MR. ADRIAN S. GONZALES**, Sales Executive Manager, with official address at Venice Corporate Center, No. 8 Turin St., McKinley Town Center, (herein after called the "SUPPLIER") of the other part.

WHEREAS the DOH invited Bids for certain goods and ancillary services, viz., **Procurement of Transfusion Transmissible Infection (TTIs) with Machine Tie-Up Re-Bid** under IB No. 2020-214-A and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Fourteen Million Three Hundred Seventy-Two Thousand Nine Hundred Sixty Philippine Pesos (PhP 14,372,960.00)** (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expressions shall have the same meanings 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) The Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the DOH's bid evaluation;
  - b) the Schedule of Requirements;
  - c) the Technical Specifications;
  - d) the General Conditions of Contract;
  - e) the Special Conditions of Contract;
  - f) the Bid Bulletin Nos. 1 and 2
  - g) the Performance Security; and
  - h) the Notice of Award
3. In consideration of the payments to be made by the DOH to the SUPPLIER as hereinafter mentioned, the SUPPLIER hereby covenants with the DOH to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

MR. ADRIAN S. GONZALES  
Sales Executive Manager  
Abbott Laboratories

NESTOR F. SANTIAGO, MD, MPH, CHES, CESO II  
Assistant Secretary of Health  
Public Health Services Team

MS. FILIPINA V. VELASQUEZ, CPA, MM  
OIC-Chief Accountant, Department of Health  
02-102101-2021-03-00487  
P 14,372,960.00  
CAF-129  
03/22/21

4. The DOH 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**Department of Health**



**NESTOR F. SANTIAGO, MD, MPH, MHSA, CESO II**  
Assistant Secretary of Health

**Abbott Laboratories**




**ADRIAN S. GONZALES**  
Sales Executive Manager

Signed in the presence of:

 03/22/21 CAF 129

**MS. FILIPINA V. VELASQUEZ, CPA, MM**  
OIC-Division Chief  
Accounting Division, Department of Health

  
**HEIDI FABABIER**  
Witness  
Abbott Laboratories

02-102101-2021-03-00487

P 14,372,960.00

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

MANILA)S.S.

BEFORE ME, the undersigned Notary Public, this MAR 16 2021 day of 20 in MANILA, Philippines personally appeared the following persons with their respective Government I.D. No., to wit:

NESTOR F. SANTIAGO, MD, MPH, MSHA, CESO II  
ID No. 19882223

ADRIAN S. GONZALES  
ID No. 33-4065102-2  
(SSS, TIN, GSIS etc.)

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me the same in their own free and voluntary act and deed individually and the institutions they represent.

This instrument consisting of **three (3) pages**, including this page on which this acknowledgment is written, are signed by the parties on the left hand margin of each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL at the place and date above written.

Doc. No. 325 :  
Page No. 05 :  
Book No. 01 :  
Series of 2021

**EULOGIO C. MANANQUI, JR.**  
**NOTARY PUBLIC**  
**NC-365 UNTIL JUN. 31, 2021**  
**ROLL NO. 23389**  
**PTR NO. 0143295/01-03-2021 CAL CITY**  
**IBF NO. 100881/01-03-2021 CAL CITY**  
**MCLE NO. VI-0002928/05-25-2018 PASIG CITY**

**PO / COBAC**  
**RELEASED: PO / CONTRACT**  
by: [Signature]  
Date: MAR 16 2021

**PO / COBAC**  
**APPROVED PO / CONTRACT**  
Received by: [Signature]  
Date: MAR 15 2021  
CAF 129