

CONTRACT AGREEMENT

THIS AGREEMENT made the **NOV 05 2020** between **MARIANO MARCOS MEMORIAL HOSPITAL AND MEDICAL CENTER, Brgy. 6 San Julian City of Batac Ilocos Norte** of the Philippines (hereinafter called "the Entity") of the one part and **CRED GENERAL TRADING, B19 L7, Fiesta Homes, Malpitic, City of San Fernando, Pampanga** hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, as specified in the table below:

ITEM NO.	ARTICLES/ DESCRIPTION	TOTAL QTY	UNIT	BRAND	PACKAGING	MANUFACTURER	BID PRICE	TOTAL BID PRICE
G1	Gloves, examination, non-sterile, <b>LARGE</b> , disposable, easy to wear, odorless, durable, non-powdered, nitrile gloves, blue or violet, 100's per box	5000	Box	medikwelt	100's per box	Top Glove SDN Bhd.	540.00	2,700,000.00
TOTAL AMOUNT								2,700,000.00

and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Two Million Seven Hundred Thousand pesos only (Php2,700,000.00)** (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 Procuring Entity'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 Performance Security; and
  - (g) the Entity's Notice of Award.
3. 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 services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. 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.

CELSO B. LIGSAY, CPA, MBA  
Financial and Management Officer II

JAMES S. MARDERS  
Sup. Admin. Officer



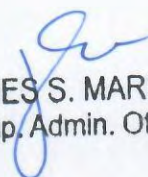
5. Delivery of the Goods and/or performance of Services shall be made on the specified schedule below upon receipt of the Notice to Proceed.

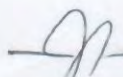

REGULAR					
ITEM NO.	ARTICLES/DESCRIPTION	TOTAL QTY	UNIT COST	November 9-11, 2020	Total Bid Price
G1	Gloves, examination, non-sterile, LARGE, disposable, easy to wear, odorless, durable, non-powdered, nitrile gloves, blue or violet, 100's per box	5000	Box	540.00	2,700,000.00
TOTAL AMOUNT					2,700,000.00

6. If the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract.
7. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price. The said amounts shall only be released after the lapse of the warranty period; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.



  
CELSO B. LIGSAY, CPA, MBA  
Financial and Management Officer II

  
JAMES S. MARDERS  
Sup. Admin. Officer

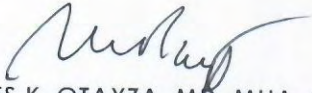


IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

MARIANO MARCOS MEMORIAL HOSPITAL  
AND MEDICAL CENTER

CRED GENERAL TRADING



BY:


  
MARIA LOURDES K. OTAYZA, MD, MHA, CESO V, FPOGS,  
AFACHSM  
Medical Center Chief II


BY:

  
JOCELYN PARDO  
Representative

WITNESSES

  
JAMES S. MARDERS  
Sup. Admin. Officer  
 BERNADETTE G. IPAC, MHA  
Chief Administrative Officer

  
CELSO B. LIGSAY, CPA, MBA  
Finance and Management Officer II

  
BENJAMIN BUENAVENTURA  
Supplier's Witnesses

Funds Available:

  
JAMAICA VIEN P. ORTAL, CPA  
Accountant IV

Source of Funds: Php2,700,000.00 – Regular Fund



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
\_\_\_\_\_ ) S. S.

Before me a Notary Public; for and in BANTAY, ILOCOS SUR personally appeared the following:


Name	ID No/CTC No.	Date/Place Issued
MARIA LOURDES K. OTAYZA, MD, MHA, CESO V, FPOGS	01597273	January 6, 2020 City of Batac, Ilocos Norte
<u>JOCELYN PABLO</u>	VIN: 3161-0001A A2882 JPP 20000	COMELEC ALICIA, ISABELA 3366

Known to me and to me known to be the same persons who executed and signed the foregoing instrument and who acknowledged to me that the same is their true and voluntary acts and deeds and that of the agency/entity they respectively represent.

This instrument related to a Contract consisting of four (4) pages including this page whereon this Acknowledgement is written and signed by the parties.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place first above-written.

Doc. No. 463  
Page No. 98  
Book No. XVII  
Series of 2020

  
ATTY. ROMAN MARIO V. PANEM  
Notary Public  
Comm. Expire December 31, 2021  
IBP No.: 113157 - 01/11/2020  
PTR No.: 8164250 - 01/13/2020  
Issued at Vigan City, Ilocos Sur  
ROLL No.: 27343 TIN: 138-612-018  
MCLE COMP. No.: VI-0008529 05/27/18  
Notarial Commission No. 1 Series of 2020



# CONTRACT AGREEMENT

THIS AGREEMENT made the NOV 0 5 2020, between **MARIANO MARCOS MEMORIAL HOSPITAL AND MEDICAL CENTER, Brgy. 6 San Julian City of Batac Ilocos Norte** of the Philippines (hereinafter called "the Entity") of the one part and **JAYYAM ENTERPRISES, 3F1 Can Bldg, Mckinley st. Cr. Mabini St., Brgy. 10 San Jose, Laoag City, Ilocos Norte** hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, as specified in the table below:

ITEM NO.	ARTICLES/ DESCRIPTION	TOTAL QTY	UNIT	BRAND	PACKAGING	MANUFACTURER	BID PRICE	TOTAL BID PRICE
G2	Gloves, examination, non-sterile, <b>MEDIUM</b> , disposable, easy to wear, odorless, durable, non-powdered, nitrile gloves, blue or violet, 100's per box	1000	BOX	nitrilecare	100's per box	malaysia	565.00	565,000.00
G3	Gloves, examination, non-sterile, <b>SMALL</b> , disposable, easy to wear, odorless, durable, non-powdered, nitrile gloves, blue or violet, 100's per box	1000	BOX	nitrilecare	100's per box	malaysia	565.00	565,000.00
TOTAL AMOUNT								1,130,000.00


and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million One Hundred Thirty Thousand pesos only (Php1,130,000.00)** (hereinafter called "the Contract Price").

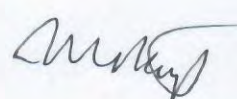
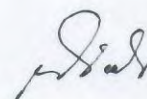
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - 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 Procuring Entity's bid evaluation;
  - the Schedule of Requirements;
  - the Technical Specifications;
  - the General Conditions of Contract;
  - the Special Conditions of Contract;
  - the Performance Security; and
  - the Entity's Notice of Award.
- 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 services and to remedy defects therein in conformity in all respects with the provisions of the Contract.



CELSO B. LIGSAY, CPA, MBA  
Financial and Management Officer II

  
JAMES S. MARDERS  
Sup. Admin. Officer



4. 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.
5. Delivery of the Goods and/or performance of Services shall be made every first week of the month from Monday, Tuesday, Wednesday, Thursday and Friday of the month upon receipt of the Notice to Proceed.


REGULAR

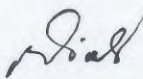
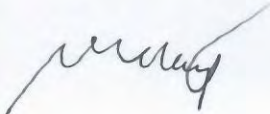
ITEM NO.	ARTICLES/DESCRIPTION	TOTAL QTY	UNIT COST	November 9-11, 2020	Total Bid Price
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G3	Gloves, examination, non-sterile, <b>SMALL</b> , disposable, easy to wear, odorless, durable, non-powdered, nitrile gloves, blue or violet, 100's per box	1000	565.00	1000	565,000.00
TOTAL AMOUNT					1,130,000.00

6. If the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract.
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CELSO B. LIGSAY, CPA, MBA  
Financial and Management Officer II

  
JAMES S. MARDERS  
Sup. Admin. Officer



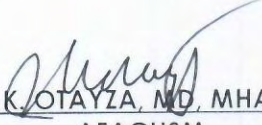


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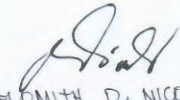
MARIANO MARCOS MEMORIAL HOSPITAL  
AND MEDICAL CENTER

JAYYAM ENTERPRISES


BY:

  
MARIA LOURDES K. OTAYZA, MD, MHA, CESO V, FPOGS,  
AFACHSM  
Medical Center Chief II

BY:

  
SHELOMITH D. NICOLAS  
Representative

WITNESSES

  
JAMES S. MARDERS  
Sup. Admin. Officer  
BERNADETTE G. IPAC, MHA  
Chief Administrative Officer

  
LEN RICA T. GAMAD  
Supplier's Witnesses

  
CELSO B. LIGSAY, CPA, MBA  
Finance and Management Officer II

Funds Available:

  
JAMAICA VIEN P. ORTAL, CPA  
Accountant IV

Source of Funds: Php1,130,000.00 – Regular Fund

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
**LADAG CITY** ) S. S.

Before me a Notary Public; for and in **LADAG CITY** personally  
appeared the following:


<u>Name</u>	<u>ID No/CTC No.</u>	<u>Date/Place Issued</u>
MARIA LOURDES K. OTAYZA, MD, MHA, CESO V, FPOGS	01597273	January 6, 2020 City of Batac, Ilocos Norte

Known to me and to me known to be the same persons who executed and signed the foregoing instrument and who acknowledged to me that the same is their true and voluntary acts and deeds and that of the agency/entity they respectively represent.

This instrument related to a Contract consisting of four (4) pages including this page whereon this Acknowledgement is written and signed by the parties.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place first above-written.

Doc. No. 398  
Page No. 80  
Book No. LIV  
Series of 2020

  
**ATTY. CHERRIE GRACE P. BARENT**  
NOTARY PUBLIC UNTIL DECEMBER 31, 2021  
PTR NO. 2043452; 1-02-2020; LADAG CITY  
IDP NO. 106587; 1-04-2020; ILOCOS NORTE  
ROLL OF ATTY'S NO. 46069; TIN 183392322  
R.F. NO. VI-5254; 12-08-17 UNTIL 4-14-22