

## CONTRACT AGREEMENT

THIS AGREEMENT, made the OCT 30 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 **ASYA MEDIKA, INC. of Unit 1705 One Global Place, 5th Avenue corner 25th Fort Bonifacio, Taguig City, Metro Manila** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Supply, Delivery, Installation and Commissioning of One (1) unit Defibrillator** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Seven Hundred Fifty Thousand Pesos Only (P 1,750,000.00)** (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.
5. Delivery of the Goods and/or performance of Services shall be made by the Supplier within sixty (60) calendar days from the Receipt of the Notice to Proceed (NTP).
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. Once the -0amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.
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.

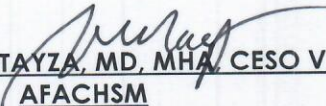


**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

MARIANO MARCOS MEMORIAL HOSPITAL  
AND MEDICAL CENTER

ASYA MEDIKA, INC.

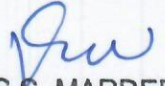

BY:

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

BY:

\_\_\_\_\_  
Representative



**WITNESSES**

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

\_\_\_\_\_  
Supplier's Witnesses

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

Funds Available:

  
JAMAICA VIEN P. ORTAL, CPA  
Accountant IV 



ACKNOWLEDGEMENT

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

Before me a Notary Public; for and in \_\_\_\_\_ personally appeared the following:

<u>Name</u>	<u>ID/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 three (3) 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. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2020