

CONTRACT AGREEMENT

WHEREAS the Entity invited Bids for certain goods and ancillary services, as specified in the table below under the project, **Various Catheterization Laboratory Supplies for 2020 use (Second Negotiated Procurement – Two Failed Biddings)**:

Item Code	Item Description	Quantity	Unit	Brand	Bid Amount per Unit	Total Bid Amount
CLS 23	6F Pediatric Introducer Sheeth with at least .021 x 10-11 cm size, hexacuspид hemostatic valve.	20	piece	Avanti Plus	1,850.00	37,000.00
CLS 26	6F Introducer Sheath at least 23 cm length with or without guide wire, hexacuspид hemostatic valve	20	piece	Avanti Plus	2,850.00	57,000.00
CLS 54	5F Tiger Radial Diagnostic Catheter with at least 100 cm	40	piece	Terumo	3,950.00	158,000.00
CLS 58	Vascular Access Guidewires Light Rail Support 0.014 in x 180 cm, tip radiopacity of 3 cm	10	piece	Terumo	9,900.00	99,000.00
CLS 64	7F Guide Catheter Amplatz Left 1 with at least .078 diameter and at least 100 cm length	5	piece	Vista Brite	9,900.00	49,500.00
CLS 69	Left Coronary Curves Vascula Access, Femoral Left Curve 6F	5	piece	Terumo	9,900.00	49,500.00
CLS 70	Left Coronary Curves Vascular Access, Femoral Left Curve 7F	5	piece	Terumo	9,900.00	49,500.00
CLS 71	6F Left Coronary Curves Vascular Access, Q 3.5	5	piece	Terumo	9,900.00	49,500.00
CLS 72	7F Left Coronary Curves Vascular Access, Q 3.5	5	piece	Terumo	9,900.00	49,500.00
CLS 79	Right Coronary Curve Vascular Access, Femoral Right Curve 6F	5	piece	Terumo	9,900.00	49,500.00
CLS 80	Right Coronary Curve Vascular Access, Femoral Right Curve 7F	5	piece	Terumo	9,900.00	49,500.00
CLS 84	7F Guide Cath Multipurpose A1/1 with at least .078 and at least 100 cm length	5	piece	Vista Brite	9,900.00	49,500.00
	Total					₱747,000.00

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.:

Page | 1

- (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 the schedule of requirements as specified in the below tables upon the submission of the Performance Bond.

SAA 2020-06-1125

Item Code	Item Description	December 14-18, 2020	Bid Amount per Unit	Total Bid Amount
CLS 23	6F Pediatric Introducer Sheeth with at least .021 x 10-11 cm size, hexacuspoid hemostatic valve	20 piece	1,850.00	37,000.00
CLS 26	6F Introducer Sheath at least 23 cm length with or without guide wire, hexacuspoid hemostatic valve	20 piece	2,850.00	57,000.00
CLS 54	5F Tiger Radial Diagnostic Catheter with at least 100 cm	40 piece	3,950.00	158,000.00
CLS 58	Vascular Access Guidewires Light Rail Support 0.014 in x 180 cm, tip radiopacity of 3 cm	10 piece	9,900.00	99,000.00
CLS 64	7F Guide Catheter Amplatz Left 1 with at least .078 diameter and at least 100 cm length	5 piece	9,900.00	49,500.00
CLS 69	Left Coronary Curves Vascula Access, Femoral Left Curve 6F	5 piece	9,900.00	49,500.00
CLS 70	Left Coronary Curves Vascular Access, Femoral Left Curve 7F	5 piece	9,900.00	49,500.00
CLS 71	6F Left Coronary Curves Vascular Access, Q 3.5	5 piece	9,900.00	49,500.00
CLS 72	7F Left Coronary Curves Vascular Access, Q 3.5	5 piece	9,900.00	49,500.00
CLS 79	Right Coronary Curve Vascular Access, Femoral Right Curve 6F	5 piece	9,900.00	49,500.00
CLS 80	Right Coronary Curve Vascular Access, Femoral Right Curve 7F	5 piece	9,900.00	49,500.00
CLS 84	7F Guide Cath Multipurpose A1/1 with at least .078 and at least 100 cm length	5 piece	9,900.00	49,500.00
Total Bid Amount				₱747,000.00

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. Once the amount 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 to open 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

BY:


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

CRED GENERAL TRADING

BY:


JOGELYN PABLO
Representative

WITNESSES


BERNADETTE G. IPAC, MHA
Chief Administrative Officer


BENJAMIN BUENAVENTURA
Supplier's Witnesses


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

Funds Available:


JAMAICA VIEN P. ORTAL, CPA
Accountant IV

Source of Fund:

SAA 2020-06-1125: Php 747,000.00

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S. S.

Before me a Notary Public; for and in PANTAY, ILOCOS SUR 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, AFACHSM	01597273	January 6, 2020, City of Batac Ilocos Norte
<u>JIGELYN PABLO</u>	<u>VIN: 3101-0001A</u> <u>A2882 JPP 20000</u>	<u>COMELEC ALICA,</u> <u>LABELA 3306</u>

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. 156
Page No. 92
Book No. XIX
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 ____ day of DEC 04 2020 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 **PARTNERS' CHOICEMED INC. of 26 M. Santos St., Santulan, Malabon City, Metro Manila** (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 under the project, **Various Catheterization Laboratory Supplies for 2020 use (Second Negotiated Procurement – Two Failed Biddings)**:

Item Code	Item Description	Quantity	Unit	Brand	Bid Amount per Unit	Total Bid Amount
CLS 66	7F Guiding Catheter Amplatz left 0.75 with at least .078 diameter and at least 100 cm length	5	piece	Mach 1	10,000.00	50,000.00
CLS 67	Left Coronary Curves Vascular Access, Contralateral Support Curve 6F	5	piece	Mach 1	10,000.00	50,000.00
CLS 68	Left Coronary Curves Vascular Access, Contralateral Support Curve 7F	5	piece	Mach 1	10,000.00	50,000.00
CLS 75	Left Coronary Curves Vascular Access, Voda Left Curve 6F	5	piece	Mach 1	10,000.00	50,000.00
CLS 76	Left Coronary Curves Vascular Access, Voda Left Curve 7F	5	piece	Mach 1	10,000.00	50,000.00
CLS 78	7F Guide Catheter Amplatz Right 1 with at least diameter of .078 and at least 100 cm length	5	piece	Mach 1	10,000.00	50,000.00
CLS 82	7F Guide Catheter Judkins Right 4 with at least internal diameter of .078 and at least 100 cm length	5	piece	Mach 1	10,000.00	50,000.00
CLS 83	6F Multipurpose A1/1 with at least diameter of .070 and at least 100 cm	5	piece	Mach 1	10,000.00	50,000.00
CLS 85	Radial Curve Vascular Access, Kimny Curve 6F	5	piece	Mach 1	10,000.00	50,000.00
CLS 86	Radial Curve Vascular Access, Kimny Curve 7F	5	piece	Mach 1	10,000.00	50,000.00
Total						P500,000.00

and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Five Hundred Thousand Pesos Only (P500,000.00)** (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;

- (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.
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Total Bid Amount				₱500,000.00


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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.

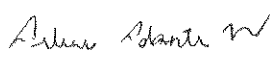
MARIANO MARCOS MEMORIAL HOSPITAL
AND MEDICAL CENTER

PARTNERS' CHOICEMED INC.

BY:


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

BY:


ARLENE A. NG
Representative
GENERAL MANAGER

WITNESSES


BERNADETTE G. IPAC, MHA
Chief Administrative Officer


MARK ANTHONY VILLARIAS
Supplier's Witnesses


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

Funds Available:


JAMAICA VIEN P. ORTAL, CPA
Accountant IV

Source of Fund:

SAA 2020-06-1125: Php 500,000.00

ACKNOWLEDGEMENT

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

Before me a Notary Public; for and in CITY OF MANILA personally appeared the following:

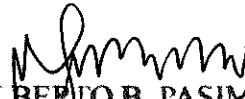
<u>Name</u>	<u>ID/CTC No.</u>	<u>Date/Place Issued</u>
MARIA LOURDES K. OTAYZA, MD, MHA, CESO V, FPOGS, AFACHSM	01597273	January 6, 2020, City of Batac Ilocos Norte
<u>ARLENE A. NG</u>	PP: P5264017A	12/8/2020 DFA NCR Northeast

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. 546
Page No. 110
Book No. 24
Series of 2020


ATTY. GILBERTO B. PASIMANO
Notary Public Until Dec. 31, 2021
Notarial Commission No. 2020-030
IBP# 092831 Pasig - 10-7-2019
PTR# Mla 9112245-1-02-2020
Roll# 25473, TIN# 103-098-346
MCLE Compl. No. VI-0011418 until 4-14-2022