

CONTRACT AGREEMENT

THIS AGREEMENT, made the ____ day of 04 SEP 2019 2019 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 **INDOPLAS PHILIPPINES, INC. of 888 Muralla Subd., Iba, Meycauayan, Bulacan** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **TEN (10) units SUCTION MACHINE** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Two Hundred Eighteen Thousand Nine Hundred Fifty Pesos Only (P 218,950.00)** (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.
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.

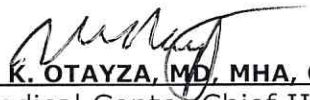
7. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress 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.

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

INDOPLAS PHILIPPINES, INC.

BY:


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

BY:


Thelma L. Buganis
Representative

WITNESSES


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
Accountant IV ⁰/₁₈



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
BATAAN CITY ILOCOS NORTE) S. S.

Before me a Notary Public; for and in BATAE CITY ILDOOS NORTH 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	12798666	Jan. 16, 2019, 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. 343
Page No. 70
Book No. cccLxxxvii
Series of 2019

DA VINCI M. ORGOSTOMO
Notary Public
Until December 31, 2019
PTR No. 5762946/1-3-19/Bahia City, I. Norte
Roll of Attorney's No. 34205
IBP Lifetime No. 02120
TIN 122-604-006

CONTRACT AGREEMENT

THIS AGREEMENT, made the _____ day of SEP 27 2019 **2019** 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 **MOLAVE TRADING INC. of 891 E. Delos Santos Avenue, Diliman Quezon City** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **ONE (1) unit MILK ANALYZER, PORTABLE** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Three Million Pesos Only (P 3,000,000.00)** (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.
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.


BERNADETTE COPAC, MHA
Chief Administrative Officer



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.

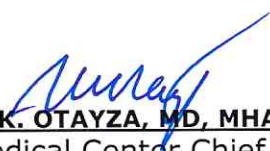
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

MARIANO MARCOS MEMORIAL HOSPITAL
AND MEDICAL CENTER

MOLAVE TRADING INC.

BY:

BY:


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


MR. EMMANUEL A. ACERO
Representative

WITNESSES


BERNADETTE G. IPAC, MHA
Chief Administrative Officer

MS. MABEL GONZALO
Supplier's Witnesses


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

Funds Available:


JAMAICA VIEN P. ORTAL
Accountant IV

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S. S.

Before me a Notary Public; for and in QUEZON CITY 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	12798666	Jan. 16, 2019, 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. 167
Page No. 11
Book No. 57
Series of 2019


ATTY. CONCEPCION P. VILLARENA
Notary Public for Quezon City
Until December 31, 2019
PTR No. 7323642 – 1-03-2019/ QC
IBP No. AR14460591 – 12-17-2018/ QC
Roll No. 30457 – 05-09-80
MCLE 5-0012536 – 12-21-2015
Adm. Matter No. NP 270 (2018-2019)

677

CONTRACT AGREEMENT

THIS AGREEMENT, made the _____ day of OCT 21 2019 2019 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 **NPK MEDICAL TRADING, INC. of 62 D Cordillera Street Doña Josefa Quezon City** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Ten (10) units Cardiac Monitor with Central Station, compatible with existing Central Monitors within the Other ICU's, under the project, Various Medical Equipment** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Eight Hundred Eighty Thousand Pesos Only (P 1,880,000.00)** (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.
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



Quality 10-23-19
BERNADETTE C. IPAC, MPA
Chief Administrative Officer


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.

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
Medical Center Chief II

NPK MEDICAL TRADING, INC.

BY:


DINKY F. DELOS SANTOS JR.
Representative

WITNESSES


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
Accountant IV

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
) S. S.

QUEZON CITY

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

Name

ID/CTC No.

Date/Place
Issued

MARIA LOURDES K. OTAYZA, MD, MHA, CESO V, FPOGS	12798666	Jan. 16, 2019, City of Batac Ilocos Norte
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DIONY F. DELOS SANTOS JR.

405-13-006639

NOTES, PANGASINAN

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 2019 _____

ATTY. MA. PERITA PINZA CABRERA
NOTARY PUBLIC
COMMISSION UNTIL DEC. 31, 2018 TO 2019
ADAM MATTER NO. (2018 TO 2019)
PTR NO. 3803340 JAN. 03, 2018
IBP NO. 019735/ JAN. 03, 2019
ROLL NO. 44573 MCLE COMPLIANCE
NO. V-0024699 JAN. 4, 2017 TO 2019

CONTRACT AGREEMENT

THIS AGREEMENT, made the SEP 16 2019 day of 2019 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 **ZAFIRE DISTRIBUTORS, INC. of #49 Examiner St., West Triangle, Quezon City, Metro Manila** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **ONE (1) unit PICTURE ARCHIVING AND COMMUNICATION SYSTEM (PACS) WITH RADIOLOGY INFORMATION SYSTEM (RIS)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Seven Million Five Hundred Eighty Thousand Pesos Only (P 7,580,000.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

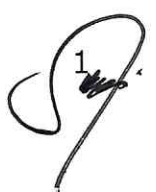
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
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 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements 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.
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



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


BERNADETTE CIPAC, MHA
Chief Financial Officer




1

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.

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
Medical Center Chief II



ZAFIRE DISTRIBUTORS, INC.

BY:


Arthur L. Rull
Representative

WITNESSES


BERNADETTE G. IPAC, MHA
Chief Administrative Officer


Jose Kherby Manansala
Supplier's Witnesses


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

Funds Available:


JAMAICA VIEN P. ORTAL
Accountant IV

ACKNOWLEDGEMENT

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

Before me a Notary Public; for and in ANGELES CITY 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	12798666	Jan. 16, 2019, City of Batac Ilocos Norte
<u>ARTHUR L. RULL</u>	SSS #01-1105897-7 CTC # 06712381	Jan 3, 2019 Gabaldon, NE

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. 159
Page No. 91
Book No. 49
Series of 2019

Benigno M. Puno
ATTY. BENIGNO M. PUNO
Notary Public
PTR No. 0280236
Until December 31, 2019
IBP No. 0903-656
Roll No. 13636
MCLE No. IV0001169/1-04-11
TIN No. 113-425-674-000