

CONTRACT AGREEMENT

THIS AGREEMENT made the 15<sup>th</sup> day of February 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 **JAYYAM ENTERPRISES of Mabini St. corner Mc Kinley St., Brgy. 10, San Jose, Laoag City, Ilocos Norte, 2900** (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.	Item Description	Quantity	Unit	Brand	Packaging	Manufacturer	Unit Cost	Total Bid Price (PhP)
B157	Inoculating loop 1ul, sterile, smooth & flexible, individually wrapped, 100pcs/box	9	box	CITOTEST	100PCS/BOX	CITOTEST, CHINA	2,300.00	20,700.00
B158	Inoculating loop 10ul + needle, sterile, smooth & flexible, individually wrapped, 100pcs/box	30	box	CITOTEST	100PCS/BOX	CITOTEST, CHINA	460.00	13,800.00

and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Thirty Four Thousand Five Hundred Pesos Only (Php 34,500.00)** (hereinafter called "the Contract Price").

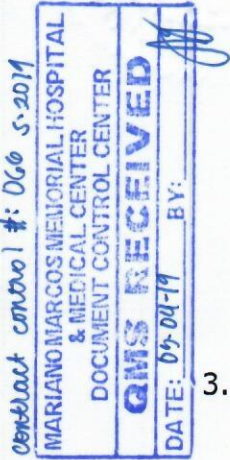
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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.



*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*  
CELSO B. LIGSAY, CPA, MBA  
Financial and Management Officer II



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

**MARCH 2019**

Item No.	Articles/Description	Total Quantity	March 6, 7, 8, 2019	Unit Cost	Total Bid Price (Php)
B157	Inoculating loop 1ul, sterile, smooth & flexible, individually wrapped, 100pcs/ box	3	3	2,300.00	6,900.00
B158	Inoculating loop 10ul + needle, sterile, smooth & flexible, individually wrapped, 100pcs/ box	5	5	460.00	2,300.00
<b>TOTAL</b>					<b>9,200.00</b>

**MAY 2019**

Item No.	Articles/Description	Total Quantity	May 8, 9, 10, 2019	Unit Cost	Total Bid Price (Php)
B157	Inoculating loop 1ul, sterile, smooth & flexible, individually wrapped, 100pcs/ box	3	3	2,300.00	6,900.00
B158	Inoculating loop 10ul + needle, sterile, smooth & flexible, individually wrapped, 100pcs/ box	5	5	460.00	2,300.00
<b>TOTAL</b>					<b>9,200.00</b>

**JULY 2019**

Item No.	Articles/Description	Total Quantity	July 10, 11, 12, 2019	Unit Cost	Total Bid Price (Php)
B157	Inoculating loop 1ul, sterile, smooth & flexible, individually wrapped, 100pcs/ box	3	3	2,300.00	6,900.00
B158	Inoculating loop 10ul + needle, sterile, smooth & flexible, individually wrapped, 100pcs/ box	10	10	460.00	4,600.00
<b>TOTAL</b>					<b>11,500.00</b>

**AUGUST 2019**

Item No.	Articles/Description	Total Quantity	August 7,8,9, 2019	Unit Cost	Total Bid Price (Php)
B157	Inoculating loop 1ul, sterile, smooth & flexible, individually wrapped, 100pcs/ box	0	0	2,300.00	-
B158	Inoculating loop 10ul + needle, sterile, smooth & flexible, individually wrapped, 100pcs/ box	10	10	460.00	4,600.00
<b>TOTAL</b>					<b>4,600.00</b>

**GRAND TOTAL 34,500.00**

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



*Handwritten signature of the Supplier*

*Handwritten signature of Celso B. Ligsay*  
**CELSO B. LIGSAY, CPA, MBA**  
 Financial and Management Officer II



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

JAYYAM ENTERPRISES

BY:

BY:

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

\_\_\_\_\_  
Representative

**WITNESSES**

  
AIDA MICHELLE F. DUMBRIQUE, RN, MAN, MHA  
OIC - 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

Source of Funds: **INCOME TRUST FUND**

ACKNOWLEDGEMENT

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

Before me a Notary Public; for and in LAOAG CITY, FEB 26 2019 personally appeared the following:

<u>Name</u>	<u>CTC No.</u>	<u>Date/Place Issued</u>
MARIA LOURDES K. OTAYZA, MD, MHA, CESO V, FPOGS	127 98666	January 16, 2019 City of Batac, Ilocos Norte
<u>SHELOMITH D. NICOLAS</u>	10391335	January 21, 2019 Laaoag City, 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. 407  
Page No. 82  
Book No. XA  
Series of 2019

ADEL CRISTINA Z. DIÑO  
NOTARY PUBLIC  
Until December 31, 2020  
IBP Lifetime OR No. 938300  
PTR No. 2976307 / 1/3/2019 / PTO I.N.  
Roll No. 61585 / 28 March 2012  
TIN 300-495-381  
MCLE COMPLIANCE NO. VI-0005281 / UNTIL APRIL 14, 2022