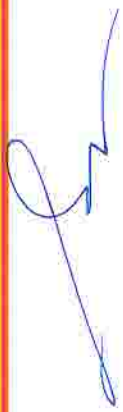


# Contract Agreement

## One (1) Lot Brand New Cardiovascular Ultrasound

Contract No: 2019-01-007



**Contract Agreement**  
Contract No: 2019-01-007

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THIS AGREEMENT made the 25th day of January 2019 between **SOUTHERN PHILIPPINES MEDICAL CENTER** of J.P. Laurel Avenue, Davao City, Philippines (hereinafter called "the Entity") of the one part and **ROBUSTAN INC.** of 906 & 907 South Center Tower, Madrigal Business Park, 2206 Market Street, Muntinlupa City, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., **One (1) Lot Brand New Cardiovascular Ultrasound** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Seventeen Million Nine Hundred Ninety Thousand Pesos (Php 17,990,000.00)** (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. The effectivity of this contract shall be from issuance of Notice to Proceed up to the end of warranty period.




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.

Signed, sealed, delivered by:  **LEOPOLDO J. VEGA, M.D., FPCS, FPATACSI, MBA-H**  
Medical Center Chief II  
Southern Philippines Medical Center

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(For the Entity)

  
Signed, sealed, delivered by: **JAYMAR E. PEÑALVER**  
Sales Manager  
Robustan Incorporated

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(For the Supplier)

**As WITNESSED by:**

  
**ADELINA S. MACARAEG, DPA**  
OIC-Chief Administrative Officer  
Southern Philippines Medical Center 

  
**HENRY KIM**  
President / CEO  
Robustan Incorporated

**CECIL B. JAPSON, CPA**  
Accountant IV  
Southern Philippines Medical Center

  
**GLOWIL DOLAR**  
Head, Mindanao Operations  
Robustan Incorporated

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF Parañaque City, MM ) s.s.  
X-----X

BEFORE ME, Notary Public for the City of Parañaque City, MM, on this MAR 08 2019 personally appeared **DR. LEOPOLDO J. VEGA**, representing in behalf of **Southern Philippines Medical Center** as its **Medical Center Chief II** with SSS I.D. No 09-0961819-5 issued at Davao City and **MR. JAYMAR E. PEÑALVER** representing in behalf of **Robustan Incorporated** as its **Sales Manager** with Unified Multipurpose ID 0111-3149842-5 issued at Pagadian City both known to me to be the same persons who executed the foregoing instrument and that they acknowledged to me that the same is their free act and voluntary deed.

This instrument consisting of the following:

- a) the Bid Form and the Price Schedule (Financial Proposal Sheet) submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of the Contract;
- (e) the Special Conditions of the Contract;
- (f) the Performance Security; and
- (g) Entity's Notification of Award.

In which the Acknowledgement appears, signed by both parties concerned, and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year and place above written.

*Divina Paz S. Cacapit-Sacramento*  
**DIVINA PAZ S. CACAPIT-SACRAMENTO**  
 Notary Public until 31 December 2019  
 Notarial Commission No. 190-2018  
 Approved by the Commission on Notarization  
**NOTARY PUBLIC**  
 IBP Lifetime No. 03507 / PPLM  
 PTR No. 1725217 / Parañaque / 0Jan2019  
 MCLE No. VI-0008136 / 23Apr2018

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*Handwritten signature*

