

# **Contract Agreement**

## **Supply and Delivery of Reagents, Controls and Consumables for Coagulation Tests with Provision of Two (2) Brand New Fully Automated Coagulation Analyzer System**

Contract No: 2019-03-028



# Contract Agreement

Contract No: 2019-03-028

THIS AGREEMENT made the 26th day of March 2019 between **SOUTHERN PHILIPPINES MEDICAL CENTER** of J.P. Laurel Avenue, Davao City, Philippines (hereinafter called "the Entity") ON THE ONE PART and **FAS DIAGNOSTIC GROUP INC.** of SH05, OTIS 888 Residences, Paco, Manila, Philippines (hereinafter called "the Supplier") ON THE OTHER PART:

WHEREAS, the Entity has invited interested bidders to Bid for certain goods and ancillary services, viz., **Supply and Delivery of Reagents, Controls and Consumables for Coagulation Tests with Provision of Two (2) Brand New Fully Automated Coagulation Analyzer System** and has accepted the Bid of the Supplier to supply those goods and services with the following Cost per test amount (hereinafter called "the Contract Price"):

Particulars	Contract Price (Cost Per Test)	Brand
Prothrombin Time	85.00	Stago, France
APTT	90.00	Stago, France

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, 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;
  - the General Conditions of Contract;
  - the Special Conditions of Contract;
  - the Performance Security; and
  - the Entity's Notice of Award.
- 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, equipment and services and to remedy defects therein in case of malfunction, in conformity in all respects with the provisions of the Contract;
- The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods, equipment and services and the remedying of defects therein, the Contract Price on Cost per test as agreed 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;
- The Supplier shall provide additional number of Coagulation Machine and consumables whenever there's a need for such supplemental machines without the necessity of executing another Contract Agreement. Payment or charges is in accordance with the Contract Agreement's provisions on the Cost Per Test basis;

6. The effectivity of this contract shall be from issuance of Notice to Proceed up to the end of the three-year contract period which is April 30, 2022. Two (2) days after receipt of the Notice to Proceed, the delivery of the machine and availability of the reagents and consumables which will be completed in 32 calendar days. These 32 days used during delivery shall be considered as an extension or addition to the three (3) years term of contract;


7. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. Performance hereunder shall be governed by the laws of the Republic of the Philippines. Venue of any case for breach of this agreement shall be in Davao City only.

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

(For the Entity)

Signed, sealed, delivered by:  **MONITA SERAFIN-CASINILLO**  
Regional Sales Manager, Visayas and Mindanao  
FAS Diagnostic Group Inc.


(For the Supplier)

As WITNESSED by:



**CATALINA BERSABAL, MPA**  
OIC-Chief Administrative Officer  
Southern Philippines Medical Center

  
**ENGR. DANLEB SUBRON**  
Field Service Engineer  
FAS Diagnostic Group Inc.

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

  
**ENGR. ADDIAN PAUL APOSTOL**  
Field Service Engineer  
FAS Diagnostic Group Inc.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF CEBU CITY ) s.s.  
X-----X

**CEBU CITY**

BEFORE ME, Notary Public for the City of \_\_\_\_\_, on this **06 MAY 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 **MS. MONITA SERAFIN-CASINILLO** representing in behalf of **FAS Diagnostic Group Inc.** as its **Regional Sales Manager for Visayas and Mindanao** with UMID No. CRN-0006-1845320-1 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.

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Series of 2019



**ATTY. MELANIO G. FERNANDEZ**  
NOTARY PUBLIC

Rm #6 Ground Floor, Laya St. Bldg. 5-B, J. Kasalern St. Cebu City

NOTARIAL COMMISSION NO. 41-08

COMMISSION EXPIRES 31/2019

PTR NO. 2018-12 CEBU PROVINCE

IBP NO. 4640021-12 CEBU PROVINCE

ATTORNEY ROLL NO. 00442

MCLE COMPLIANCE NO. VI-0016435 / Valid until April 14/2020

*Melanie G. Fernandez*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*