

# Contract Agreement

## Supply and Delivery of Reagents, Controls and Consumables for Hematology Tests with Provision of Fully Automated Hematology Analyzers

Contract No: 2019-03-023



## Contract Agreement

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THIS AGREEMENT made the 4th 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 **ZAFIRE DISTRIBUTORS' INC.** of No. 49 Examiner Street, West Triangle, Quezon City, Philippines (hereinafter called "the Supplier") ON THE OTHER PART:

WHEREAS, the Entity has invited interested bidders to Bid for certain goods and ancilliary services, viz., **Supply and Delivery of Reagents, Controls and Consumables for Hematology Tests with Provision of Fully Automated Hematology Analyzers** 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
CBC, Platelet	70.00	Sysmex, Japan
Retic.ct	80.00	Sysmex, Japan

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, 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, equipment and services and to remedy defects therein in case of malfunction, 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, 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;
5. The Supplier shall provide additional number of Hematology 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 \_\_\_\_\_. Two (2) days after receipt of the Notice to Proceed, the delivery of the machine and availability of the thermal paper which will be completed in \_\_\_\_\_ calendar days. These \_\_\_\_\_ days used during delivery and procurement of thermal paper shall be considered as an extension or addition to the one (1) year 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: **MARLON B. CENA**  
Regional Sales Manager  
Zafire Distributors' Inc.

\_\_\_\_\_  
(For the Supplier)

**As WITNESSED by:**

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

  
**GRETCHEN R. ESPERANZA**  
Acting Finance Head  
Zafire Distributors' Inc.

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

  
**MERCEDITA TAMPOS**  
SMAG - Davao  
Zafire Distributors' Inc.

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) s.s.  
X-----X

BEFORE ME, Notary Public for the City of Davao, on this APR 15 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. MARLON B. CENA** representing in behalf of **Zafire Distributors' Inc.** as its **Regional Sales Manager** with Driver's License No. L02-89-058822 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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Book No. VI  
Series of 2019

  
**ATTY. KAREN BIANCA ANGELI S. CEZAR**  
 Notary Public for Davao City  
 Notary Public  
 PTR No. 1731694C • 01/03/2019 • D.C.  
 IBP No. 062597 • 01/04/2019 • D.C.  
 Roll No. 65221 • Serial No. 2018-222-2019  
 Tel Nos. (082) 228-2744 ; (082) 295-7828  
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 Juna Subd., Matina, Davao City











