

Contract of Lease Agreement

Lease of One Hundred (100) Mechanical Ventilators

Contract No: 2019-02-018



Contract of Lease Agreement

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THIS AGREEMENT made this 7th day of February 2019 between **SOUTHERN PHILIPPINES MEDICAL CENTER** of J.P. Laurel Avenue, Bajada, Davao City, Philippines (hereinafter called "the Entity") of the first part and **RBGM MEDICAL EXPRESS SALES INC.** of No. 138 Maginhawa St., Teacher's Village, Diliman Quezon City, Philippines (hereinafter called "the Supplier") of the second part.

WHEREAS, the ENTITY invited Bids for **Lease of One Hundred (100) Mechanical Ventilators** for **Five (5) Years Contract** and has accepted the bid of the SUPPLIER with the Contract Price of **Thirty Four Million Six Hundred Sixty Thousand Four Hundred Pesos (Php 34,660,400.00) per year** (hereinafter called "the Contract Price"):

Mechanical Ventilator Machines	Lease Contract Per Unit Per Day	Brand and Origin
20 Units Brand New	1,348.00	Covidien, USA
80 Units Refurbished	850.00	Covidien, USA

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 the Contract attached hereof.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the 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 Entity's Notification of Award; and
 - (g) the Performance Bond.
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 in cases of 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 Entity shall pay the rental of the equipment in five (5) years through **Lease Scheme** with the annual payment of Thirty Four Million Six Hundred Sixty Thousand Four Hundred Pesos (Php 34,660,400.00).




6. The Supplier shall provide additional machines if the operational needs exceed the number agreed upon in the contract with appropriate / necessary documents;

7. The Supplier shall provide Reagents used for the calibration, maintenance / repair of the machines must be at its expense. It must also provide preventive maintenance/ calibration of machine as warranted without cost to the Entity;


8. The supplier must bind itself to service the equipment and maintain the machine in the same good condition (e.g. Conduct monthly preventive maintenance) at its own expense;

9. The effectivity of this contract shall be from receipt of Notice to Proceed up to Five (5) Years which is May 28, 2024. Two (2) days after receipt of the Notice to Proceed, the delivery of the machine will be completed in 90 calendar days. These 90 days used during delivery shall be considered as an extension or addition to the five (5) year term of the contract. After the end of contract period, the Entity will return the One Hundred (100) Units Mechanical Ventilators to the Supplier;

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: **ANNA MAE G. CARIÑO**
Assistant National Sales Director
RBGM Medical Express Sales, Inc.

(For the Supplier)

As WITNESSED BY:


LANI P. PALER, MPA, MBA-HA, FPCHA
OIC-Chief Administrative Officer
Southern Philippines Medical Center


LESLIE MARIE B. AGOT
Business Unit Supervisor
RBGM Medical Express Sales, Inc.


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


JUNMER GUARDADOS
Product Specialist Representative
RBGM Medical Express Sales, Inc.

ACKNOWLEDGEMENT

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

BEFORE ME, Notary Public for the City of QUEZON CITY, on this MAY 07 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 **ANNA MAE G. CARIÑO** representing in behalf of **RBGM Medical Express Sales, Inc.** as its Assistant National Sales Director with SSS I.D. No. 09-2951945-2 issued at Davao 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 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; and
- (f) the Entity's Notification of Award; and
- (g) the Performance Bond.

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.

Florimond C. Rous
ATTY. FLORIMOND C. ROUS
 Notary Public for Quezon City
 Until December 31, 2019
NOTARY PUBLIC
 PTR No. 7320
 IBP LIFETIME NO. 00315
 ROLL NO. 25769 / TIN 142-154-935
 MCLE 5 Comp. 00001549; 1-22-2014
 Adm Matter No.156 / RTC-QC / 2018-2019

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 Page No. 75
 Book No. 361
 Series of 2019

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