

**CONTRACT FOR LABORATORY REAGENTS AND SUPPLIES  
MACHINE TIE-UP PROVISION (MAIN LAB.)**

**CRN-2020-05-13**

KNOW ALL MEN BY THESE PRESENTS

**SAN LAZARO HOSPITAL**, a government institution duly organized and existing under the laws of the Philippines, with office with postal address at Quiricada St., Sta. Cruz, Manila represented herein by **EDMUNDO B. LOPEZ, MD, MPH, MHA**, Medical Center Chief II, herein referred to as the **PROCURING ENTITY**;

-and-

**ZAFIRE DISTRIBUTORS, INC.**, a corporation duly organized and existing under the laws of the Philippines, with principal office address at #49 Examiner St., West Triangle Quezon City, represented herein by **MARY MAGDALENE C. DEL ROSARIO**, President/CEO, herein referred to as the **DISTRIBUTOR**.

WITNESSETH THAT

WHEREAS, the **PROCURING ENTITY**, needs to procure laboratory supplies and reagents with machine provision for Hematology Analyser;

WHEREAS, the **PROCURING ENTITY** conducted a public bidding held on February 4, 2020 for the procurement of " REAGENTS AND SUPPLIES WITH MACHINE PROVISION: CATEGORY II.G: HEMATOLOGY (LOT BID)" in compliance with Republic Act No. 9184 otherwise known as the "Government Procurement Reform Act" and its 2016 Revised Implementing Rules and Regulations;

WHEREAS, the **DISTRIBUTOR** was declared as the single calculated and responsive bid, and was awarded thereof;

NOW THEREFORE, in consideration of the foregoing, the **PROCURING ENTITY** accepts the offer of the **DISTRIBUTOR** and the latter agrees to provide the goods and services in accordance with the attached Terms of Reference, and further agrees that:

**I. GENERAL PROVISIONS:**

This agreement consists of provision of laboratory reagents and supplies with machine tie up and in accordance with the following documents hereof and made an integral part of this Contract:

- a) Terms of Reference "Annex A"
- b) Notice of Award "Annex B"
- c) BAC Resolution "Annex C"
- d) Performance Bond "Annex D"
- e) Abstract of Bids "Annex E"

CELESTINO S. GONZALEZ  
JULIAN S. GONZALEZ  
JULIAN S. GONZALEZ

JOHN ABRAHAM L. LABASAN, RMT  
Sales Representative

ANGELI JOYCE I. FIGURACION, CPA  
Accountant IV

MARY MAGDALENE C. DEL ROSARIO  
President/CEO

EDMUNDO B. LOPEZ, MD, MPH, MHA  
Medical Center Chief II

II. DISTRIBUTOR AGREES THAT:

1. CARE AND SERVICING OF THE EQUIPMENT

- A. Only the duly appointed or authorized technical specialist of the **DISTRIBUTOR** shall be allowed to repair, revise and/or replace any parts necessary to keep the equipment in good working condition;
- B. The **DISTRIBUTOR** shall conduct a regular preventive maintenance (monthly or as per manufacturer's instructions) of the equipment consisting of cleaning and checking of the equipment, monitoring and performing Calibration and Quality Control Tests;
- C. During an on-going periodic maintenance check, calibration and troubleshooting or repair, the **DISTRIBUTOR** shall ensure that either the main machine or back-up machine remains fully-operational. All preventive maintenance procedures and repairs shall be documented in accordance to the **PROCURING ENTITY'S** requirements provided under ANNEX "A" (Terms of Reference);
- D. All reagents and consumables used in preventive maintenance and repair shall be at the expense of the **DISTRIBUTOR**.

2. WARRANTY AND LIABILITY

The equipment shall be covered by a one-year warranty on parts and services. All necessary repairs during the period shall be free of charge. The **DISTRIBUTOR** shall provide a back-up unit or immediately replace the equipment during the effectivity of the contract.

3. LIQUIDATED DAMAGES

In case of damage due to default in delivery, late delivery, rejected delivery or any analogous cases, the amount of the liquidated damages shall be at least equal to one tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. However, the Procuring Entity may rescind or terminate this contract when the cumulative amount of the liquidated damage reaches 10% of the amount of the contract. This is without prejudice to other courses of action and remedies available under the circumstances.

III. PROCURING ENTITY AGREES THAT:

1. CARE OF THE EQUIPMENT

- A. The **PROCURING ENTITY'S** end-user shall not remove or damage any labels, symbols or serial numbers affixed in the equipment and shall handle and operate the equipment following the user's manual issued by the **DISTRIBUTOR**. In case of breach hereof, after due investigation, the erring end user hereof shall be held liable to any damages incurred by reason of said actions, including damage caused by his/her gross negligence;

JOHN ABRAHAM L. LABASAN, RMT  
Sales Representative

ANGELI JOYCE I. FIGURACION, CPA  
Accountant IV

MARY MAGDALENE C. DEL ROSARIO  
President/CEO

EDMUNDO B. LOPEZ, MD, MPH, MHA  
Medical Center Chief II

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- B. **PROCURING ENTITY** shall not be liable when equipment damage is due to natural disasters, calamities or acts of God.

## 2. PAYMENT

The **PROCURING ENTITY** shall pay the **DISTRIBUTOR** in consideration of the provision of goods, calibration, preventive maintenance and repair with the Contract Price of **Four Million Three Hundred Twenty Thousand Pesos** (Php4,320,000.00), specifically:

Item No.	Particulars	Specifications	Total No. of Qty.	Unit	Unit Price	Total Price
II.G.1	5-part fully automated hematology analyser with reagents and supplies capable of analysing blood and other body fluids	SYSMEX XN1000 fully automated hematology analyzer Brand Offered: SYSMEX	80,000	Test	54.00	4,320,000.00

## 3. TERMS AND VALIDITY

This contract shall be effective for a period of one (1) year starting May 13, 2020 to May 12, 2021 or until the full consumption of reagents, whichever comes first. However, the machine's performance as evaluated by the end-user must be rated as very satisfactory.

## 4. RELATIONSHIP OF THE PARTIES

- A. The **DISTRIBUTOR** is an independent contractor, hence nothing in this contract shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties;
- B. The **DISTRIBUTOR** shall retain ownership of the equipment for the duration of this contract;
- C. Neither party shall assign nor transfer all or any part of its right under this agreement without the consent of the other party.
- D. It is understood that the **DISTRIBUTOR** is prohibited from subcontracting the required service herein.

## 5. CONFIDENTIALITY

Both parties agree that they shall each protect and maintain the confidentiality of all patients, and all patients' personal information, in accordance with applicable governing laws. Further, the Parties agree that the activities covered by this Agreement are confidential in nature, and the Parties' respective employees, personnel, agents and representatives shall not, during the term of this agreement and after its termination, disclose to, or furnish any person or entity, or use for its own benefit, or cause the publication or disclose of, any confidential information which has come or may come to its knowledge in the course of the implementation of this Agreement, or in the course of their stay within their places of assignment, and as an incident to this Agreement.

JOHN ABRAHAM L. LABASAN, RMT.  
Sales Representative

ANGELI JOYCE I. FIGURACION, CPA  
Accountant IV

MARY MAGDALENE C. DEL ROSARIO  
President/CEO

EDMUNDO B. LOPEZ, MD, MPH, MHA  
Medical Center Chief IV

6. MODIFICATION

It is understood that all the agreement of the parties are contained in this instrument. Any changes, modification or addition to this Contract shall become effective only after mutual agreement by the parties in writing.

7. SEVERABILITY CLAUSE

If any part, term, or provision of this agreement is held to be invalid, however the remainder of this agreement shall remain in effect.

8. PRE-TERMINATION CLAUSE

This Contract may be pre-terminated by either party provided that a notice in writing shall be given within fifteen (15) days stating just and reasonable grounds.

**PROCURING ENTITY** further reserves its right to pre-terminate this Agreement in case of poor performance by the **DISTRIBUTOR** based on the evaluation of the end-user.

9. VENUE OF ACTION

The parties shall exert their effort to amicably settle any disputes arising from this contract. In case of lawsuit, all ACTION shall be exclusively brought before the Courts of the City of Manila;

IN WITNESS whereof, the parties, through their duly authorized representative have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_ 2020, in the \_\_\_\_\_.

**SAN LAZARO HOSPITAL**

By:

*[Signature]*  
**EDMUNDO B. LOPEZ, MD, MPH, MHA**  
Medical Center Chief II

**DISTRIBUTOR**

By:

*[Signature]*  
**MARY MAGDALENE C. DEL ROSARIO**  
President/CEO

**WITNESSED BY:**

*[Signature]*  
**ANGELI JOYCE I. FIGURACION, CPA**  
Accountant IV

*[Signature]*  
**JOHN ABRAHAM L. LABASAN, RMT**  
Sales Representative

*[Signature]*  
CERTIFIED TRUE COPY  
JULY 14, 2020

**ACKNOWLEDGMENT**

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

QUEZON CITY

JUN 17 2020

BEFORE ME, a Notary Public for and in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ personally appeared before me, **EDMUNDO B. LOPEZ, MD, MPH, MHA** Medical Center Chief II, of San Lazaro Hospital with TIN No. \_\_\_\_\_ and **MARY MAGDALENE C. DEL ROSARIO** as her capacity as the President/CEO of ZAFIRE DISTRIBUTORS, INC., with TIN No. \_\_\_\_\_ who are personally known to me and known to be the same person who executed the foregoing Agreement and they acknowledged before me that they executed the same voluntarily.

This Document of five (5) pages including this page upon which this acknowledgement is written and signed by the parties and their instrumental witness. In the space provided for their signature on the left hand margin on each every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at City of QUEZON CITY Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

JUN 17 2020

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Series of 2020

**RAYMOND M. CAJUCOM**  
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NOTARY PUBLIC  
RAYMOND M. CAJUCOM

JOHN ABRAHAM L. LABASAN, RMT  
Sales Representative

ANGELI JOYCE I. FIGURACION, CPA  
Accountant IV

MARY MAGDALENE C. DEL ROSARIO  
President/CEO  
Passport No. P-3109712A  
Expires: 10 June 2022

EDMUNDO B. LOPEZ, MD, MPH, MHA  
Medical Center Chief II  
Passport No. P0703487X  
Expires: 17 February 2029