

CONTRACT AGREEMENT

KNOW ALL MEN BY THOSE PRESENTS:

This **AGREEMENT** is made and executed this 6 ^{APR 16 2019} day of **April 2019** by and between

The **BULACAN STATE UNIVERSITY**, a government institution of higher learning duly organized and existing under R.A. 7665 with office address at the City of Malolos, Bulacan, represented herein by **Dr. CECILIA N. GASCON**, University President, duly authorized to represent it in this transaction (hereinafter called "the Entity")

-And-

The **HI-PRECISION DIAGNOSTIC CENTER, INC.** represented by **Ms. MA. TERESA C. TAN**, VP-Corporate Sales, with the principal address at 440-442 W. Long Bldg., Brgy. Sienna, Del Monte Avenue, Quezon City (hereinafter called "the Service Provider") of the other party:

-witnesseth that-

WHEREAS, the **ENTITY** intends to source professional and technical medical service for the **ANNUAL MEDICAL EXAMINATION FOR BULSU PERSONNEL** (hereinafter called "the Services");

WHEREAS, the **SERVICE PROVIDER** offers to deliver the foregoing services;

WHEREAS, the **SERVICE PROVIDER** warrants and has represented to the **ENTITY** that it has the capability, competence, and sufficient resources to deliver the aforesaid service specifically mentioned in the offer, thus offered the bid for **THREE MILLION PESOS (Php 3,000,000.00)** hereinafter called ("the Contract Price");

WHEREAS, in view of the foregoing warranties, the **ENTITY** has accepted the **SERVICE PROVIDER'S** offer in complete reliance on the foregoing representations made by the **ENTITY**, subject to and in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, both parties, for and in consideration of the terms and conditions set forth in this **Agreement** and in the documents, appended thereto, do hereby agree as follows:

I. CONTRACT DOCUMENTS

The following documents are incorporated hereto and made integral part of this Agreement:

- (a) The Bids Form and the Price Schedule 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 Supplements to the Bid Documents
- (g) The Entity's Notification Award

II. TERM

The SERVICE PROVIDER shall perform the services within forty-five days upon receipt of Notice to Proceed.

Time of delivery can only be extended should the delay be attributable to the fault of the ENTITY, or by force majeure, war, rebellion, strikes, epidemics, fires, riots, or acts of the civil or military authorities and upon approval of the ENTITY.

However, other than those causes stated above, the Service Provider shall pay the Entity for Liquidated Damages (LD), an amount equal to one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until finally delivered or performed and accepted by the Entity without further demand needed.

The Entity shall deduct the LD from payments or any money due or which may due the Service Provider under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Service Provider whichever is convenient to the Entity.

Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this contract, the Service Provider voluntarily agrees to have the contract rescinded by the Entity.

III. SERVICES

- a. The SERVICE PROVIDER shall perform the following Laboratories for the Medical Examination services with the amount of **TWO THOUSAND HUNDRED PESOS (Php 2, 000.00)** per personnel, to wit:

- a.1. Complete Blood Count Test (CBC)
- a.2. Chest X-Ray
- a.3 12" lead ECG
- a.4 Urinalysis
- a.5 Lipid Profile
- a.6 FBS
- a.7 Creatinine
- a.8 Blood Urea Nitrogen
- a.9 Blood Uric Acid
- a.10 SGPT/SGOT
- a.11 Electrolytes - Na, K.

- b. The SERVICE PROVIDER shall provide reliable and competent personnel to perform the Services. Moreover, the SERVICE PROVIDER shall at least provide three (3) Licensed Medical Technologist for the duration project. PRC License must be presented during the delivery date.
- c. The SERVICE PROVIDER shall submit to the ENTITY the reports in the form and within the time periods agreed upon by both parties. The latter shall also provide soft and hard copy of Summary of Laboratory Results as soon as the same is made available for submission. The SERVICE PROVIDER hereby warrants the correctness and accuracy of the result.

However, SERVICE PROVIDER shall submit to ENTITY and electronically generated result seven (7) days upon extraction and the ENTITY must also have an online result access.

IV. DUTIES AND OBLIGATIONS OF THE SERVICE PROVIDER

- a. SERVICE PROVIDER shall go to the following BulSU Campuses (Main (Malolos), Bustos, Sarmiento, Meneses and Hagonoy Campus) to administer medical services to the respective faculty members and personnel or as agreed by the procuring agency and service provider.
- b. Medical Examination will start at 6:30 in the morning.
- c. Proper Health Sanitation should be observed.
- d. Waste disposal shall be the responsibility of the service provider.

- e. Full automation in Hematology, chemistry and urinalysis. However, Hematology instrument should have five-part differential.
- f. Urinalysis shall have twelve (12) parameters
- g. SERVICE PROVIDER is not allowed to subcontract the aforesaid services to other third party.
- h. SERVICE PROVIDER shall have an existing Laboratory Information System and Barcoding System
- i. SERVICE PROVIDER shall provide picture and registration of their X-Ray Van
- j. SERVICE PROVIDER must provide electric sub-meter for their electrical consumption
- k. DOH recent audit findings with corresponding compliance response. Must have at least 85% compliance.

V. TERMS OF PAYMENT

For services rendered the ENTITY shall pay the SERVICE PROVIDER THREE MILLION PESOS (Php 3,000,000.00).

The payment shall be paid upon the submission of the agreed outputs and deliverables within the time periods allocated for submission for the specific outputs and deliverables. However, the total amount of payment shall depend on the number of faculty and non-academic personnel being actually serviced by the SERVICE PROVIDER.

Payment must be through Government disbursement procedure, subject to the payment and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, the IRR of R.A. 9184, and applicable Government Procurement Policy Board Resolutions.

VI. PERFORMANCE BOND

As a measure of guarantee for the faithful performance of and compliance with his obligations under this contract, the SERVICE PROVIDER posted Performance Security in the form of **Manager's Check** amounting to **One Hundred Fifty Thousand Pesos (Php 150,000.00)** which is **Five Percent (5%)** of the contract price as specified in the Bidding Documents.

VII. PERFORMANCE STANDARDS

The SERVICE PROVIDER undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The SERVICE PROVIDER shall promptly replace any employees assigned under this Contract that the ENTITY considers unsatisfactory.

The SERVICE PROVIDER represents and warrants that it has valid ISO 15189 Certifications and all other necessary permits, licenses, registrations and all other government requirements relative to the services being rendered by the latter.

VIII. CONFIDENTIALITY

During the term of the Contract and within two (2) years after its expiration, the SERVICE PROVIDER shall not disclose or communicate or disclose to any person or entity any propriety or confidentiality information relating to the Services, information acquired in the course of medical; or make public the recommendations formulated in the course of or as a result of the Services, without prior consent from the ENTITY and from the respective faculty or personnel of the ENTITY

IX. TAXES AND DUTIES

The SERVICE PROVIDER must also be entirely responsible for all taxes, duties, license fees, and other related expenses, incurred until delivery of the contracted services to the Entity

X. LIMITATIONS OF LIABILITY

The SERVICE PROVIDER shall indemnify and hold harmless the Entity, its officers or employees from and against any liabilities, damages, claims, suits of all kinds, and costs and expenses arising from the defect of the goods or services, in cases of criminal negligence or willful misconduct, and in the case of infringement of intellectual property rights of the SERVICE PROVIDER, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs except if such liabilities, damages, claims, suits, costs and expenses are due to the gross negligence of the ENTITY.

XI. VENUE OF ACTION

RESOLUTION OF CONFLICTS: In the event of any conflict arising from this Contract between BulSU and the SERVICE PROVIDER, the parties shall endeavor to settle their conflicts amicably, failing which, the same shall be submitted to arbitration or to the jurisdiction of the courts of Malolos City, to the exclusion of all other courts upon the discretion of the Entity.

In the event that any of the parties herein is compelled to resort to court action to enforce the provisions of this Agreement, the parties herein waive any other venue and submit to the exclusive jurisdiction of the courts in the province of Bulacan, to the exclusion of all courts after exhausting their best efforts in settling their dispute amicably. The guilty party shall then be held liable to pay damages to the innocent party in such amount as shall be proven in court including attorney's fees equivalent to twenty-five percent (25%) of the amount being claimed.

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.

BULACAN STATE UNIVERSITY

**HI-PRECISION DIAGNOSTIC
CENTER, INC.**



CECILIA N. GASCON, Ph.D.
President, BulSU



Ms. MA. TERESA C. TAN
VP-Corporate Sales

SIGNED IN THE PRESENCE OF:



Dr. JOSELITO M. ALDAY
BulSU's Witness



Ms. JANINA ELENA R. CARPIO
Sales Specialist

Funds Available:



FELICITAS G. MIRABUENOS
Accountant IV, BulSU Accounting Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

QUEZON CITY
S.S.

BEFORE ME, a Notary Public for and in the Province/City of QUEZON CITY
this APR 16 2019, 2019, personally came and
appeared:

Name	Presented I.D. Number	Issued at/ Date
DR. CECILIA N. GASCON	B.S.U. I.D.# 2015-0286	City of Malolos, Bulacan / August 30, 2015
MS. MA. TERESA C. TAN	DRIVER'S LICENSE NO. N04-90-130858	MANILA / 3-24-2017

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is an AGREEMENT consisting of five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

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Book No. 8A
Series of 2019

ATTY. JOSE FLORO P. CRISOLOGO
Notary Public
Until December 31, 2019
Adm. Matter No. NP-088
PTR No. 7574918-C/01-28-2019 Q.C.
IBP Lifetime NO. LRN-03688
Roll No. 49462
MCLE VI-0017262 Valid Until 4-14-2022
Unit-C J & S Building
No. 104 Kalayaan Avenue, Quezon City