



NOTICE TO PROCEED

05 February 2024

ENHANCED MEDICAL & INDUSTRIAL ENTERPRISES

2nd Floor Bldg. 3, Golden Matina Complex
 #97 McArthur Highway, Brgy. Bucana
 Talomo District, Davao City

Dear Sir/Madame:

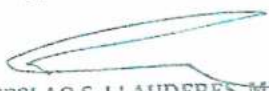
The attached Contract Agreement having been approved, notice is hereby given to **ENHANCED MEDICAL & INDUSTRIAL ENTERPRISES** that the delivery of **NEGOTIATED 53.1 - ONE (1) UNIT PORTABLE ULTRASOUND MACHINE, HIGH RESOLUTION** is in the total amount of **SIX MILLION FOUR HUNDRED NINETY NINE THOUSAND PESOS (P6,499,000.00)** only. You may deliver the following item within **Forty Five (45) Calendar Days**:

ITEM NO.	ITEM DESCRIPTION	BRAND / MODEL / COUNTRY OF ORIGIN	QTY.	UNIT	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
1	PORTABLE ULTRASOUND MACHINE. HIGH RESOLUTION	FUJIFILM / SONOSITE SII / USA	1	Unit	6,499,000.00	6,499,000.00
GRAND TOTAL						6,499,000.00

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the **JOSE R. REYES MEMORIAL MEDICAL CENTER**.

Very truly yours,


WENCESLAO S. LLAUDERER, MD, MPM-HG
 Medical Center Chief II

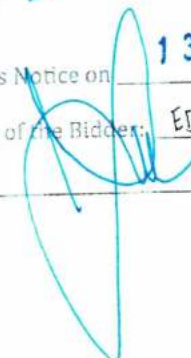
I acknowledge receipt of this Notice on _____

13 FEB 2024

Name of the Representative of the Bidder: _____

EDSEL S. ANITO

Authorized Signature _____



**CONTRACT FOR THE
NEGOTIATED 53.1 - ONE (1) UNIT PORTABLE ULTRASOUND MACHINE, HIGH RESOLUTION**

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT ENTERED INTO THIS 24th day of January 2024, BY AND BETWEEN:

The **JOSE R. REYES MEMORIAL MEDICAL CENTER**, a government hospital under the Department of Health of the Republic of the Philippines, with address at San Lazaro Compound, Rizal Avenue, Sta. Cruz, Manila, represented by its Officer-in-Charge, **WENCESLAO S. LLAUDERES, MD, MPM-HG** and hereinafter referred to as the **"ENTITY"**

WENCESLAO S. LLAUDERES, MD, MPM-HG
Officer-in-Charge

- and -

ENHANCED MEDICAL & INDUSTRIAL ENTERPRISES a corporation created under Philippine Law with office address at 2nd Floor Bldg. 3, Golden Matina Complex, #97 McArthur Highway, Brgy. Bucana, Talomo District, Davao City, herein represented by its President/CEO, **EDSEL S. ANITO**, and hereinafter referred to as the **"SUPPLIER"**.

WITNESSETH:

WHEREAS, a competitive bidding was conducted on 27 December 2023 by the Entity through the Hospital Bids and Awards Committee for the procurement **NEGOTIATED 53.1 - ONE (1) UNIT PORTABLE ULTRASOUND MACHINE, HIGH RESOLUTION** hereinafter called the **"ITEM."**

WHEREAS, the **"SUPPLIER"** being the *single calculated and responsive bidder* which purchased the bidding documents submitted the specified requirements on the above-mentioned item and was found eligible during the preliminary examination of the bid last 27 December 2023. The **SUPPLIER** was awarded the project in the sum amount of **SIX MILLION FOUR HUNDRED NINETY NINE THOUSAND PESOS (P6,499,000.00)** only, inclusive of local taxes and the **ENTITY** has accepted the bid for the following particular/s:

ITEM NO.	ITEM DESCRIPTION	BRAND / MODEL / COUNTRY OF ORIGIN	QTY.	UNIT	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
1	PORTABLE ULTRASOUND MACHINE, HIGH RESOLUTION	FUJIFILM / SONOSITE SII / USA	1	Unit	6,499,000.00	6,499,000.00
GRAND TOTAL						6,499,000.00

WHEREAS, the **Supplier**, having the necessary resources and expertise, is willing and competent to provide the required items.

NOW THEREFORE, for and in consideration of the premises and of terms and conditions hereinafter set forth, the parties hereby agree as follows:

JAYSON B. DELA CRUZ, CPA, MPA
Financial & Management Officer II

JANELYN GACETA
Area Sales Manager

EDSEL S. ANITO
President/CEO

Article I- SCOPE OF CONTRACT

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Hospital Bids and Awards Committee Resolution to Award no. 0053 s. 2024 (Annex 1);
 - b. Notice of Award (Annex 2);
 - c. Purchase Request No. 2023-07-6011 (Annex 3);
 - d. Certificate of Availability of Fund No. 2023-08-3796 (Annex 4);
 - e. Bid Bulletin (Annex 5);
 - f. The Bid Form and the Price Schedule submitted by the Bidder (Annex 6);
 - g. The Schedule of Requirements (Annex 7);
 - h. The Technical Specifications (Annex 8);
 - i. The General Conditions of Contract (Annex 9);
 - j. The Special Conditions of Contract (Annex 10);
 - k. The Abstract of Bids (Annex 11);
 - l. The Warranty (Annex 12);
 - m. The Performance Security (Annex 13);
 - n. Project Procurement Management Plan (Annex 14);
 - o. Annual Procurement Plan (Annex 15); and
 - p. Brochure (Annex 16).

ARTICLE II - EFFECTIVITY OF THE CONTRACT

The effectivity date of this contract is the date of the **SUPPLIER's** receipt of the Notice to Proceed (NTP) unless a different date is stated in the NTP.

The **SUPPLIER** shall deliver the **ITEM** within the period specified in the Notice to Proceed (NTP).

ARTICLE III- DURATION OF ENGAGEMENT

Unless sooner terminated, this Contract shall be valid for Forty Five (45) calendar days from the receipt of Notice to Proceed (NTP).

ARTICLE IV- TERMS OF PAYMENT

- a) 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 to remedy defects therein in conformity in all respects with the provisions of the Contract.
- b) 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.

WENCESLAO S. LLAUDERES, MD, MPM-HG
Officer-in-Charge

JAYSON G. DELA CRUZ, CPA, MPA
Financial & Management Officer II

JANIELO O. GACETA
Accounts Manager

EDSIE S. ANITO
President

ARTICLE V- SETTLEMENT OF DISPUTES

Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act (R.A) 876, otherwise known as the "Arbitration Law" and RA 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004". Provided further, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of disputes resolution.

ARTICLE VI- LIQUIDATED DAMAGES

When SUPPLIER fails to perform its obligation within the period as set in the Contract, **SUPPLIER** shall be liable for damages for the delay and shall indemnify the **ENTITY** liquidated damages in the amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for everyday of delay. Provided, that such delay is not attributed to **ENTITY'S** failure to meet its obligation to **SUPPLIER**, or due to force majeure. Provided further that, in the event the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, **ENTITY** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available with the circumstances.

ARTICLE VII- ADDITIONAL PROVISIONS

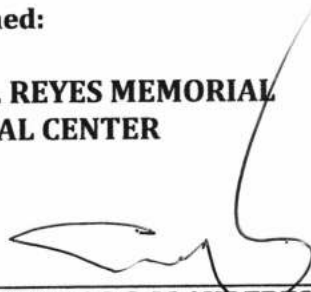
- a) It is understood that no employer-employee relationship exists between the **ENTITY** and **SUPPLIER** and/or the latter's staff or employees by reason of this Contract;
- b) Should the **ENTITY** be constrained to resort to court action to protect its right and interests hereunder, the **SUPPLIER** shall pay the **ENTITY** an amount equivalent to 20% of the total sum claimed in the complaint as and by way of attorney's fees plus expenses of litigation recoverable under pertinent laws provided, that the attorney's fees shall in no case be less than Twenty Thousand Pesos (Php20,000.00). Venue of such court action shall be laid exclusively in the proper court of Manila Philippines.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed:

**JOSE R. REYES MEMORIAL
MEDICAL CENTER**

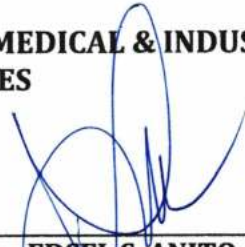
By:



WENCESLAO S. LLAUDERÉS, MD, MPM-HG
Officer-in-Charge

**ENHANCED MEDICAL & INDUSTRIAL
ENTERPRISES**

By:



EDSEL S. ANITO
President/CEO

Signed in the presence of:

JAYSON DELA CRUZ, CPA, MPA
Financial & Management Officer II

JANIELYN O. GACETA
Area Sales Manager

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) ss.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared:

Name	CTC No./Govt. ID	Date/Place Issued
<u>WENCESLAO S. LLAUDERES, MD, MPM-HG</u>	<u>800205</u>	<u>May 2023; Manila</u>
<u>EDSEL S. ANITO</u>	<u>CRN-0006-1485943-0</u>	<u>Davao City</u>

Known to me and to me known to be the same persons who executed the foregoing contract and acknowledged to me the same as free and voluntary act and deed of the entities herein represented.

This **CONTRACT** consisting of four (4) pages including this page of which this acknowledgement is written and has been signed by the parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on this 1st day of February, 2024 at Davao City, Philippines.

JAYSON G. DE LA CRUZ, CPA, MPA
Financial & Management Officer II

JANELYN G. GACETA
Area Sales Manager

Doc. No. 106
Page No. 23
Book No. 05
Series of 2024

Notary Public

ATTY. EDGARD BUCO CUANAN JR.

Comat. No. 2023-010-2024

Bar No. 59086; 04/15/2011

PTS No. 9426219C; 01/03/2024 D.C.

ABP O.R. No. 324794; 22/05/2023

TIN No. 410-778-238

A/CLE Compliance No. VII-0009465; Valid until April 14, 2025