



Republic of the Philippines
Department of Health

DR. JOSE FABELLA MEMORIAL HOSPITAL
Lope de Vega St., Sta. Cruz, Manila
Telephone Nos.: 734-5561 to 65; 733-8536 to 44



CONTRACT OF LEASE FOR HEMATOLOGY ANALYZER

KNOW ALL MEN BY THESE PRESENTS:

This Contract entered into this ____th day of _____, 2017 by and between:

DR. JOSE FABELLA MEMORIAL HOSPITAL, a government instrumentality with business address at Lope de Vega cor. Felix Huertas Streets, Sta. Cruz, Manila, duly established under and by virtue of Philippine laws, represented by its Medical Center Chief II, **Dr. ESMERALDO T. ILEM**, hereinafter referred to as the **LESSEE**;

-and-

ZAFIRE DISTRIBUTORS INC., a single proprietorship, established and existing in accordance with the Philippine laws, with business address at 49 Examiner Street, West Triangle, Quezon City, represented by **Ms. MAYLENE C. DEL ROSARIO**, President & CEO, hereinafter referred to as the **LESSOR**;

WITNESSETH:

WHEREAS, a public bidding for Lease of Hematology Analyzer was conducted on 10 October 2017 by the **LESSEE** through its Bids and Awards Committee;

WHEREAS, after evaluation of the bid proposals submitted by eligible and qualified bidders, the Bids and Awards Committee of the **LESSEE** declared the bid proposal of the **LESSOR** as the Lowest Calculated and Responsive Bid and recommended the award of the contract to the **LESSOR** through a Resolution No. 2018-01-3A dated Dec. 08 2017;

WHEREAS, the Medical Center Chief II approved the recommendation and issued a Notice of Award No. NOA-2018-01-3 dated 22 November 2017 in favor of the **LESSOR**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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January 1, 2018 to December 31, 2018

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ESMERALDO T. ILEM, M.D.
Medical Center Chief II
Dr. Jose Fabella Memorial Hospital

MERCILITA D. FORTIER
Accountant IV
Dr. Jose Fabella Memorial Hospital

MAYLENE C. DEL ROSARIO
General Manager
Zafire Distributors, Inc.

JOHN ABRAHAM L. LABASAN
Technical Sales Representative
Zafire Distributors, Inc.

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ESMERALDO T. ILEM, M.D.
Medical Center Chief II
Dr. Jose Fabella Memorial Hospital

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MERCILITA D. FORTIER
Accountant IV
Dr. Jose Fabella Memorial Hospital

MAYLENE C. DEL ROSARIO
General Manager
Zafre Distributors, Inc.


peng
JOHN ABRAM L. LABASAN
Technical Sales Representative
Zafre Distributors, Inc.


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2. The following documents shall be deemed form and be read and construed as part of this Contract, viz.:
- (a) the Supplier's Bid, including the Technical and Financial Proposals and all other documents/statements submitted (Annex A);
 - (b) the Schedule of Requirements (Annex B);
 - (c) the Technical Specifications (Annex C);
 - (d) the General Conditions of Contract (Annex D);
 - (e) the Special Conditions of Contract (Annex E);
 - (f) the Performance Security (Annex F); and
 - (g) the Entity's Notice of Award (Annex G).
3. That the **LESSOR** shall install one (1) unit of Sysmex XN-1000 Hematology Analyzer Xp 100 Hematology Analyzer (Blood Bank) CA 620 Coagulation Analyzer to process one hundred fifty (150) samples/day.
4. That the LESSOR shall also provide the following:
- a) Provision of 5-part differential count main unit analyzer to process 130 samples per day;
 - b) Provision of back-up unit of 3 part differential to process at least 25 samples from blood donors per day to include stain for manual differential count;
 - c) Provision of fully automated coagulation machine with mechanical or optical technology, to run 300 samples per month;
 - d) Provision of AVR/UPS
 - e) Provision of Wright-Geimsa stain for manual review of 130 samples per day
 - Capable of processing small volume undiluted samples (at least 100 ul)
 - Provision of reagents and supplies sufficient to process specified number of tests (130 samples per day for patients and 25 samples per day for donors) plus QC runs and calibrations
 - f) Provision of controls (normal, low, high), calibrators, reagents, supplies and consumables sufficient to process:
 - 3 - QC runs per day (normal, low, high) for hematology;
 - 1 - QC run per 10 samples (normal low, high) for coagulation tests.
 - g) Provision of additional reagents:
 - i. For QC runs and calibrations
 - ii. To replace reagents that lapsed or expired on board.
 - h) Cyanide free-reagent for hemoglobin determination;
 - i) Laboratory Information System ready connectivity;
 - j) Provision of computer interface with data manager software to include programs for data storage and statistical reports, archiving, retrieving and printing of results, QC graph and reagent inventory;
 - k) Provision of customized result print out including supplies and materials for printing;
 - l) Regular schedule of monthly preventive maintenance and calibration as needed;

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| | |
|------------------------------------|------|
| DR. JOSE FABELLA MEMORIAL HOSPITAL | |
| BAC SECRETARIAT | |
| CERTIFIED PHOTOCOPY | |
| MARIA TERESA J. BANTOG | DATE |


ESMERALDO T. ILEM, M.D.
Medical Center Chief II
Dr. Jose Fabella Memorial Hospital


MERCILITA D. FORTIER
Accountant IV
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MAYLENE C. DEL ROSARIO
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- m) Technical support for remedial maintenance and prompt response to service calls 24 hours a day, seven (7) days a week;
 - n) Provision of fixtures and furniture needed for installation of the machine;
 - o) Provision of refrigerator (at least 8 cu. ft.) for storage of reagents at optimum temperature;
 - p) Provision of two (2) air conditioning units (2HP) including installation, repairs and preventive maintenance, to maintain optimum ambient temperature;
 - q) Liquid waste disposal connected to drainage system; and
 - r) Provision of registration fee for NRL-NEQAS.
5. That said equipment shall always be maintained and operational.
 6. That the said equipment shall have the following technical specifications:
 - a. Fully automated walk-away system with random access;
 - b. Throughput of at least 80 tests per hour, utilize flow cytometry principle; with on-board delta checks, and built-in Levy Jennings QC graph with print out;
 - c. At least 26-parameter, must include nucleated red blood cells count, corrected white blood cell count and reticulocyte count, with flags for abnormal cells; with percentage and absolute counts;
 - d. Capable of "Pediatric Mode" for processing small volume samples
 7. That the **LESSOR'S** Service Engineer(s) shall continuously undertake the maintenance and repair, if needed. In case of breakdown, the **LESSOR'S** Service Engineer(s) shall always be available or guarantees twenty four (24) hour service and prompt response time on emergency calls.
 8. That the **LESSOR** warrants continued and effective quarterly preventive maintenance of the equipment and availability of spare parts, at no extra charge, to keep the machine in top operating condition for the duration of this Contract.
 9. That in case the installed or stand-by Hematology Analyzer are not functioning, **LESSOR** shall immediately thereafter replace said machine by the same model.
 10. That the **LESSOR** is obliged to upgrade the said machine in case a later model is available.
 11. That the **LESSOR** shall replace the reagents used/wasted during the repair and/or calibration or upgrading of equipment.
 12. That the **LESSOR** shall further ensure a regular monthly supply of reagents and availability of calibration kits, standards and controls, accessories and other consumables for efficient machine operation.
 13. That the **LESSOR** shall deliver the following reagents every 5th day of every month:

| | |
|------------------------------------|------|
| DR. JOSE FABELLA MEMORIAL HOSPITAL | |
| BAC SECRETARIAT | |
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| MARIA TERESA J. BANTOG | DATE |

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| Secti | Item Description | Packagi | est per pack | Projected Qty/yr |
|-------------------|-----------------------------|---------------|--------------|------------------|
| Main Hema XN 1000 | Cellpack DCL | 20L x 1 | 579 | 84 |
| | Sulfolysr | 1.5L x 2 | 5700 | 8 |
| | Lysercell WNR | 4L x 2 | 5067 | 10 |
| | Lysercell WDF | 4L x 2 | 5067 | 10 |
| | Fluorocell WNR | 82mL x 2 | 8100 | 7 |
| | Flourocell WDF | 42 mL x 2 | 4100 | 13 |
| | Cell Clean Hema | 120 mL | | 24 |
| | XN control | 3ml x 3 vials | 80 | 36 |
| | Cellpack DFL | 1.5 mL x 2 | 1900 | 4 |
| | Flourocell Ret | 12mL x 2 | 1140 | 6 |
| Blood Bank XP 100 | Cellpack EPK | 20L x1 | | 8 |
| | Stromatolyzer WH | 500mL x 3 | | 4 |
| | Eight Check Control | | | 12 |
| Coag CA620 | Thromborel S | 4ml x 10 | | 12 |
| | Actin FSL | 2ml x 10 | | 12 |
| | Calcium Chloride | 15mL x 10 | | 4 |
| | Control Plasma N | 1mL x 10 | | 12 |
| | Citrol 2E | 1mL x10 | | 12 |
| | Reaction Tube | 800 pcs | | 12 |
| | Cell Clean II | 500mL x 1 | | 4 |
| | Washing Solution Coag | 120 | | 12 |
| | Continuos form, A4 (2000's) | 2000's | | 48 |
| | Printer ribbon LX310 | 1 | | 60 |
| | Distilled Water | 6 gallons | | 60 |

14. That in the event of an increase in demand appropriately needed by the **LESSEE**, the **LESSOR** shall provide additional reagents and supplies
15. That rental charges shall be made on a monthly basis, inclusive of repairs, materials, replacements, etc. and consumables, which shall be made within five (5) working days from receipt of invoice in the fixed amount of **THREE HUNDRED FIVE THOUSAND ONE HUNDRED TWELVE PESOS AND FIFTY CENTAVOS (Php 305,112.50) Philippine currency.**
16. That while the installed Hematology Analyzer is on repair or totally not functioning, the monthly rental will vary depending on the number of days that the machine is not working and be deducted from the monthly rental.
17. That the **LESSOR** shall pay the **LESSEE** liquidated damages equal to one tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay.
18. That the **LESSOR** hereby certifies under oath that it is free and clear of all tax liabilities to the government. That it shall continue to pay taxes in full and on time and that failure to do so will entitle the **LESSEE** to suspend payment for any goods or services delivered by the **LESSOR**.

LESSOR is likewise hereby obligated to regularly present within the duration of the contract, a tax clearance from the BIR, as well as a copy of its income and business tax returns duly stamped and



receiver, the BIR and duly validated with the tax payments made thereon.

19. This contract shall commence on **January 1, 2018** and shall expire on **December 31, 2018**, subject to availability of funds.

IN WITNESS WHEREOF, we have hereunto set our hands in accordance with the laws of the Republic of the Philippines this **DEC 28 2017** day of December 2017 at the City of Manila, Philippines.

DR. JOSE FABELLA
MEMORIAL HOSPITAL
By:


ESMERALDO T. ILEM, M.D.
Medical Center Chief II

ZAFIRE DISTRIBUTOR, INC.

By:


MAYLENE C. DEL ROSARIO,
President & CEO

SIGNED IN THE PRESENCE OF:


MERCILITA D. FORTIER
Accountant IV


JOHN ABRAHAM L. LABASAN
Technical Sales Representative

Republic of the Philippines)
City of Manila) S.S.
QUEZON CITY

ACKNOWLEDGMENT

DEC 28 2017

BEFORE ME, a Notary Public for and in the above jurisdiction this ___th day of _____, personally appeared **Dr. Esmeraldo T. Ilem**, with PRC License Card No. 0058587 valid until August 8, 2020 and **Ms. Maylene C. Del Rosario** with his _____ valid until _____ both known to me to be the same persons who executed the foregoing **CONTRACT OF LEASE FOR HEMATOLOGY ANALYZER** consisting of five (5) pages, including this page on which this Acknowledgment is written and acknowledged to me that the same to be their own voluntary act and deed of the instrumentality which they respectively represent and signed by them and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, on the day and place herein above mentioned.

NOTARY PUBLIC


ATTY. ROMEO I. SESE

NOTARY PUBLIC

EXPIRE December 31, 2018

Commissioned in Quezon City

Roll No. 30205/05-02-30

PRC:3478-60/01-05-17/Quezon City

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