



Republic of Philippines
DEPARTMENT OF EDUCATION
 DepEd Complex, Meralco Avenue, Pasig City
 Trunk Line (08) 632-13-61, Website <http://www.deped.gov.ph>
 DepEd Complex, Meralco Avenue, Pasig City



PROJECT: Procurement of Services of Diagnostic Center for the Conduct of CO Annual Medical Check-up

CONTRACT NO.: 2021-BHROD2(003)-BI-CB-014- CMC

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 8th day of October 2021 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by **WILFREDO E. CABRAL**, Officer-in-Charge, Office of the Undersecretary for Human Resource and Organizational Development, as per Department Order No. 23, s. 2021 (hereinafter referred to as "DEPED"); and **BEST DIAGNOSTIC CORPORATION** represented herein by its Authorized Representative, **ABIGAIL L. SANTOS** with office address at 94 Masikap Extension, Brgy. Central, Diliman, Quezon City, Metro Manila, Philippines (hereinafter referred to as "**BEST DIAGNOSTIC CORPORATION**").

DEPED and **BEST DIAGNOSTIC CORPORATION** are collectively called "**PARTIES.**"

WHEREAS, DEPED invited bids for the procurement of services of diagnostic center for the conduct of CO annual medical check-up consisting of one (1) Lot and received a lone bid from **BEST DIAGNOSTIC CORPORATION**; **DEPED** opened, read, and evaluated the lone bid and declared **BEST DIAGNOSTIC CORPORATION** as having the single calculated bid; after evaluation, **DEPED** post-qualified and declared the bid of **BEST DIAGNOSTIC CORPORATION** as the single calculated responsive bid for Lot No. 1 in the sum of **PHILIPPINE PESOS THREE MILLION, FOUR HUNDRED NINETY THOUSAND, NINE HUNDRED FORTY and 00/100 (PhP 3,490,940.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Description	Quantity	Amount (PhP)
1	Medical and Physical Examination	2,200 CO employees	3,490,940.00
		1 complete check-up package per pax	

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

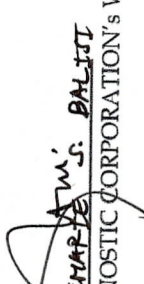
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

[Signature]
ROSEMARY S. BALZIT
 BEST DIAGNOSTIC CORPORATION's Witness

[Signature]
ABIGAIL L. SANTOS
 BEST DIAGNOSTIC CORPORATION

[Signature]
ATTY. ANNE KACHEL C. MIGUEZ
 DEPED's Witness

[Signature]
WILFREDO E. CABRAL
 Department of Education


ROSEMARIE M. J. BALJIT
BEST DIAGNOSTIC CORPORATION's Witness


ABIGAIL L. SANTOS
BEST DIAGNOSTIC CORPORATION


ATTY. ANNE RACHEL C. MIGUEL
DEPED's Witness


WILFREDO E. CABRAL
Department of Education

2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. Philippine Bidding Documents (PBD);
 - a. Schedule of Requirements;
 - b. Technical Specifications;
 - c. General and Special Conditions of the Contract; and
 - d. Bid Bulletin No. 1 dated July 8, 2021.
 - ii. **BEST DIAGNOSTIC CORPORATION's** bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Performance Security;
 - iv. Notice of Award of Contract and **BEST DIAGNOSTIC CORPORATION's** conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. **BEST DIAGNOSTIC CORPORATION** agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed and Variation Order shall form part of the Contract.
3. **BEST DIAGNOSTIC CORPORATION** shall render the services referred to in this Contract within **SIXTY (60) CALENDAR DAYS** from the date of receipt of the Notice to Proceed or as may be indicated in the Notice to Proceed. The services shall be rendered five (5) days a week for two (2) months at the DepEd Central Office, DepEd Complex, Meralco Ave., Pasig City.
4. **BEST DIAGNOSTIC CORPORATION** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that **BEST DIAGNOSTIC CORPORATION** is in default of any of its obligation under this contract. **BEST DIAGNOSTIC CORPORATION** shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the Contract and shall remain valid until completion of the services rendered.
5. The services to be rendered under this Contract shall conform to the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, as amended by Bid Bulletin No. 1 dated July 8, 2021, and shall comply with the following specifications:

ROSEMARIE S. BALILI
BEST DIAGNOSTIC CORPORATION's Witness

ABIGAIL L. SANTOS
BEST DIAGNOSTIC CORPORATION

ATTY. ANNE RACHEL C. MIGUEL
DEPED's Witness

WILFREDO E. CABRAL
Department of Education


<p>One-time Annual Medical and Physical Examination for DepEd CO personnel</p>	<p>Complete Physical Examination including pre-lab and post-lab test consultation with licensed physician</p> <ul style="list-style-type: none"> a. Urinalysis b. Fecalysis c. Complete blood count with platelet count d. Chest X-Ray (Plain) : Posterior-Anterior (PA) view e. Blood Chemistry (Inclusives: fasting, blood sugar, cholesterol, uric acid determination, creatinine, GRF, BUN, lipid profile) f. 12 Lead Electrocardiogram (ECG) g. Blood typing h. Basic Optical Examination (Visual Acuity View) <p>For female (40 y/o and up): Pap smear For male (45 y/o and up): Digital Prostate Screening</p>
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6. The Contract Price shall be paid to **BEST DIAGNOSTIC CORPORATION** in accordance with the following disbursement procedures:
 - 6.1. An advance payment not to exceed fifteen percent (15%) of the Contract Price shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable Letter of Credit or Bank Guarantee of an equivalent amount must be submitted, and shall remain valid until the services are rendered, and accompanied by a claim for advance payment;
 - 6.2. **BEST DIAGNOSTIC CORPORATION** may submit a request for payment based on the consolidated report for the services rendered within ten (10) working days from the last scheduled testing/screening date, including the Statement of Account and other supporting documents;
 - 6.3. Subject to the recoupment of the advance payment contemplated in Clause 6.1. above, payment shall be made to **BEST DIAGNOSTIC CORPORATION** upon complete submission of examination results of employees/officials who availed of medical and physical examination, and upon inspection and acceptance of the documents submitted as specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED** in the following manner:
 - 6.3.1 For the initial progress payment, a minimum of 25% of the Contract Price shall be paid to **BEST DIAGNOSTIC CORPORATION** upon a minimum of 25% services rendered in the designated delivery site;
 - 6.3.2 Final payment shall constitute release of the retention money in case of completion of services rendered, or the balance amount after it has been called for use.

7. **BEST DIAGNOSTIC CORPORATION** shall be liable for liquidated damages in case of breach of any provisions of this Contract to an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **BEST DIAGNOSTIC CORPORATION**, or collect from the securities posted by **BEST DIAGNOSTIC CORPORATION**, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
8. **BEST DIAGNOSTIC CORPORATION** and its employees, as agents of **DEPED**, shall uphold strict confidentiality of any information relating to this Contract. **BEST DIAGNOSTIC CORPORATION** shall hold Proprietary Information in strict confidence and agree not to reproduce, transcribe or disclose Proprietary Information to third parties without prior written approval of **DEPED**.
9. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the Parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the Parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


WILFREDO E. CABRAL
 OIC, Office of the Undersecretary
 Human Resource and Organizational Development
 Department of Education


ABIGAIL L. SANTOS
 Authorized Representative
 Best Diagnostic Corporation

SIGNED IN THE PRESENCE OF:


ATTY. ANNE RACHEL C. MIGUEL
DEPED's Witness


ROSEMARIE C. BALIC
BEST DIAGNOSTIC CORPORATION's Witness

CERTIFIED FUNDS AVAILABLE: ₱3,490,940.-

MA. RHUNNA L. CATALAN

Chief Accountant
9/10/21
9/1/21

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines, this
day of OCT 08 2021 2021 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

WILFREDO E. CABRAL
OIC, Office of the Undersecretary
Human Resource and Organizational Development
Department of Education

ABIGAIL L. SANTOS
Best Diagnostic Corporation

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

The foregoing instrument is a CONTRACT 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 witness on the left-hand margin of each and every page hereof.

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

Doc. No. 219 ;
Page No. 045 ;
Book No. 4 ;
Series of 2021.

NOTARY PUBLIC
ATTY. SONIA S. CANONIZADO
Notary Public for Quezon City
Adm. Matter No. 160 (2021-2022)
Until December 31, 2022
No. 19 Marunong Street,
Central Dist. Quezon City
Roll of Attorney No. 53968
PTR No. 0632635-1/7/21
Lifetime IBP No. 06634

[Signature]
ROSEMARIE S. BALETE
BEST DIAGNOSTIC CORPORATION's Witness

[Signature]
ABIGAIL L. SANTOS
BEST DIAGNOSTIC CORPORATION

[Signature]
ATTY. ANNE RACHIL MIGUEL
DEPED's Witness

[Signature]
WILFREDO E. CABRAL
Department of Education