



Republic of the Philippines
DEPARTMENT OF HEALTH
OFFICE OF THE SECRETARY

ORIGINAL

CONTRACT AGREEMENT No. *GOP-C-2018-061*

PROCUREMENT OF ESSENTIAL HEALTH CARE PACKAGE-1
under IB No. 2018-204

SO THE PUBLIC MAY KNOW:

SEP 24 2018

THIS AGREEMENT is made and entered into this ____ day of ____ between:

MS. LORICA C. RABAGO, CPA, MM
Division Chief
Accounting Division, Department of Health
02-101101-2016-11-10312 dr.

The DEPARTMENT OF HEALTH (DOH), an executive department of the Republic of the Philippines created pursuant to Executive Order (E.O.) No. 94, s. 1947, transformed under E.O. 102, s. 1999, with postal address at San Lazaro Compound, Rizal Avenue, Sta. Cruz, Manila, Philippines, duly represented by MYRNA C. CABOTAJE, MD, MPH, CESO III, OIC-Undersecretary of Health herein referred to as "ENTITY".

- AND -

BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND, a Sole Proprietorship duly organized and existing under the laws of the Republic of the Philippines, with postal 108 (formerly 110) Kangin Road, Bal., Quezon City, represented by MATTHEW LU BRYCE L. ONG, hereinafter referred to as "SUPPLIER"

WHEREAS, a competitive bidding process was conducted by the DOH through the Central Office Bids and Awards Committee in accordance with Republic Act (RA) No. 9184 and its 2016 Revised Implementing Rules and Regulations (IRR) and the SUPPLIER was determined to have the Lowest Calculated and Responsive Bid to undertake the above captioned procurement project.

WHEREAS, the DOH invited Bids for the Procurement of **Essential Health Care Package 1** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Twenty Five Million Two Hundred Four Thousand Four Hundred Philippine Pesos (PhP25,204,400.00)** hereinafter called "**the Contract Price**".

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.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted, including corrections to the bid resulting from the Procuring Entity's bid evaluation; Bid Form and the Price Schedule submitted by the Bidder;
 - (b) Schedule of Requirements;
 - (c) Technical Specifications;
 - (d) General Conditions of Contract;
 - (e) Special Conditions of Contract;
 - (f) Bid Bulletin/s (if any);
 - (g) Performance Security;
 - (h) Notice of Award; and
 - (i) Other documents that may be required by existing laws and/or the DOH.

MYRNA C. CABOTAJE, MD, MPH, CESO III
OIC, Undersecretary of Health
Public Health Services Team

MATTHEW LU BRYCE L. ONG
Admin Head
Blim's General Merchandise Gravel and Sand

3. In consideration of the payments to be made by the DOH to the SUPPLIER as hereinafter mentioned, the SUPPLIER hereby covenants with DOH to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The DOH 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.
5. In the event of any discrepancy between this Contract and the Bidding Documents (BDs), the terms, conditions, requirements as stipulated in the BDs shall prevail.
6. Should the DOH be constrained to resort to court action to protect its rights and interests hereunder, the SUPPLIER shall pay the DOH an amount equivalent to twenty percent (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 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.
7. Any disputes arising from this Contract shall be subject to Arbitration Law provided by Section 59 of RA No. 9184 and its 2016 revised IRR.
8. Liquidated damages as set forth in the BDs shall be payable in case of breach thereof.
9. Termination of this Contract shall be pursuant to the Guidelines on Termination of Contract as provided for under RA No. 9184.
10. This Contract shall take effect upon receipt by the SUPPLIER of the approved Notice to Proceed unless a different date is stipulated therein. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

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.

DEPARTMENT OF HEALTH


**BLIM'S GENERAL MERCHANDISE
GRAVEL AND SAND**


MYRNA C. CABOTAJE, MD, MPH, CESO III
OIC, Undersecretary of Health
Public Health Services Team


MATTHEW LU BRYCE L. ONG
Admin Head

Signed in the presence of:


MS. LORICA C. RABAGO, CPA, MM
Division Chief
Accounting Division, Department of Health


**BLIM'S GENERAL MERCHANDISE
GRAVEL AND SAND**
Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) S.S.
 _____)

BEFORE ME, the undersigned Notary Public, this 10 day of May 2020 in Philippines personally appeared the following persons with their respective Government I.D. No., to wit:

McCrane
MYRNA C. CABOTAJE, MD, MPH, CESO III
ID No. 1991-0195
(SSS, TIN, GSIS etc.)

MATTHEW LU BRYCEL. ONG
ID No. N25-07-014456
(SSS, TIN, GSIS etc.)

Known to me to be the same persons who acted as principals in the execution of the foregoing Contract for Supply of Goods and Services and they acknowledge to me that the same is their free act and deed and that of the parties they are representing/

This instrument consisting of **three (3) pages**, including this page on which this acknowledgment is written, are signed by the parties on the left hand margin of each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL at the place and date above written.

Doc. No. 21 :
Page No. 00 :
Book No. 00 :
Series of 2018

Atty. Ma. Luisa R. Valenzuela
1 Miami Public
Juli Dec. 31, 2018
No. 93 NS Amoranto St., La Loma, Quezon City
IBP AMORANTO, L. D. et al. 2018
FTR CORRECTION, 2018
Rolling 2018
12-15-18
NO. 218
Passing

PS / COBAC

APPROVED PO / CONTRACT

Received by: _____
Date: DEC 17 2018

PS / COBAC

RELEASED: PO / CONTRACT

by: [Signature]
Date: JAN 04 2019