

Republic of the Philippines

Department of Health

**REGIONAL OFFICE NO. VIII**

Government Center, Candahug, Palo Leyte, 6501

Tel. No. (053) 323-5027

**CONTRACT OF AGREEMENT**

**NEGOTIATED PROCUREMENT OF ANALGESIC, ANTIPYRETICS, ANTI-INFLAMATORY, ANTIHEMOLYTIC, AND CORTECOSTEROIDS**

under **IB No. 2017-37 (8)**

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT AGREEMENT made and entered into this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between:

**MS. YVONNE G. AGUIRRE**

Authorized Representative

The **DEPARTMENT OF HEALTH**, **REGIONAL OFFICE NO. VIII,** a government agency, organized and existing under and by virtue of the laws of the Philippines, with postal address at Government Center, Palo, Leyte, Philippines, duly represented in this act by **MINERVA P. MOLON, MD, MPH, FPPA, CESO III,** Director IV (hereinafter referred to as “the Entity”) of the one part;

and

**LR ENTERPRISE** with business address 05-07 Rizal Street, Malaybalay, Bukidnon, represented by **MS. YVONNE G. AGUIRRE,** Authorized Representative, (hereinafter referred to as “the supplier”) of the other part.

WHERAS, the **Procuring Entity** invited Bids for certain goods and ancillary services, viz., **NEGOTIATED PROCUREMENT OF ANALGESIC, ANTIPYRETICS, ANTI-INFLAMATORY, ANTIHEMOLYTIC, AND CORTECOSTEROIDS** under **IB No. 2017-37(8)** conducted on NOVEMBER 29, 2017 as per BAC Resolution No. 329, s. 2017, and has accepted a bid by the Supplier in the total sum of **SIX HUNDRED NINETEEN THOUSAND SIX HUNDRED SIXTY-EIGHT PESOS ONLY (P 619,668.00)** (hereinafter referred as “the Contract Price”).

**MINERVA P. MOLON, MD, MPH, FPPA, CESO III**

Director IV

***8.2 Paracetamol 100mg/ ml 15ml drops, 8,500 bots*** *-P 131,920.00*

***8.3 Paracetamol 250mg/5ml 60ml syrup, 10,100 bots*** *-P 156,752.00*

***8.5 Ibuprofen 400mg, 30,000 tablets***  *-P 29,400.00*

***8.6 Tranexamic Acid 500mg, 8,200 capsules***  *-P 39,606.00*

***Total: P 619,668.00***

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 refereed to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
3. the Bid Form and the Price Schedule submitted by the Bidder;
4. the Schedule of Requirements;
5. the Technical Specifications;
6. the General Conditions of the Contract;
7. the Special Conditions of the Contract; and
8. the Entity’s Notification of Award.
9. 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 services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
10. 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 the manner prescribed by the contract.
11. This agreement shall be subject to the applicable provisions under Republic Act No. 9184, otherwise known as The Government Procurement Reform Act, and its Implementing Rules and Regulations.

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.

DOH REGIONAL OFFICE VIII LR ENTERPRISE

By: By:

**MINERVA P. MOLON, MD, MPH, FPPA, CESO III MS. YVONNE G. AGUIRRE**

Director IV Authorized Representative

SIGNED IN THE PRESENCE OF

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)

CITY/MUN. OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) Sc.:

BEFORE ME, a Notary Public, this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the City/Municipality \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines, personally appeared:

**MS. YVONNE G. AGUIRRE**

Authorized Representative

|  |  |  |  |
| --- | --- | --- | --- |
| **NAME** | **I.D.** | **ISSUED ON** | **ISSUED AT** |
| 1. DR. MINERVA P. MOLON | DOH Office ID No.20090194 | June 2015 | Palo, Leyte |
| 1. MS. YVONNE G. AGUIRRE |  |  |  |

Known to me to be the same persons who executed then forgoing instrument and acknowledged to me that the same is their free voluntary act and deed.

**MINERVA P. MOLON, MD, MPH, FPPA, CESO III**

Director IV

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