



Republic of the Philippines
Province of Palawan
Municipality of San Vicente

CONTRACT AGREEMENT

THIS AGREEMENT made the 18th day of November 2020 between MUNICIPAL GOVERNMENT OF SAN VICENTE, PALAWAN of the Philippines (hereinafter called "the Entity") of the one part and RX CAREMED ENTERPRISES of 435-B NADAYAO ROAD, BGY. SAN PEDRO, PUERTO PRINCESA CITY, PHILIPPINES (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES REQUIREMENT FOR DAILY OPERATIONS AT ISOLATION FACILITY, RURAL HEALTH UNIT (RHU) AND BARANGAY HEALTH STATIONS (BHS), THIS MUNICIPALITY** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **FIVE MILLION NINE HUNDRED THIRTY-FIVE THOUSAND AND SEVENTY PESOS (P5,935,070.00)** (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 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 integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g. Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder 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, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **FIVE MILLION NINE HUNDRED THIRTY-FIVE THOUSAND AND SEVENTY PESOS (P5,935,070.00)** or such other sums as may be ascertained, RX CAREMED ENTERPRISES agrees to **SUPPLY AND**

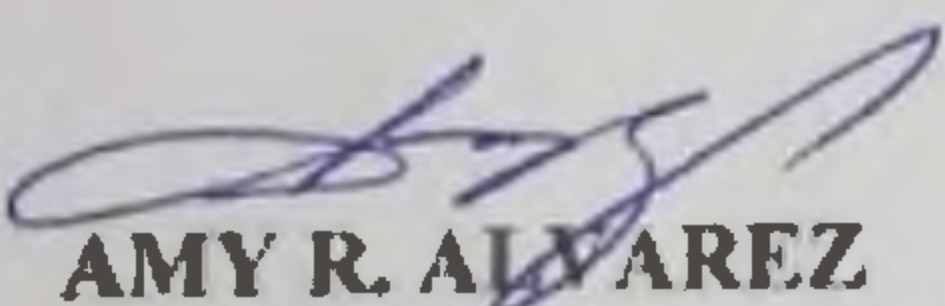
MAEGAN E. QUICHO
SUPPLIER

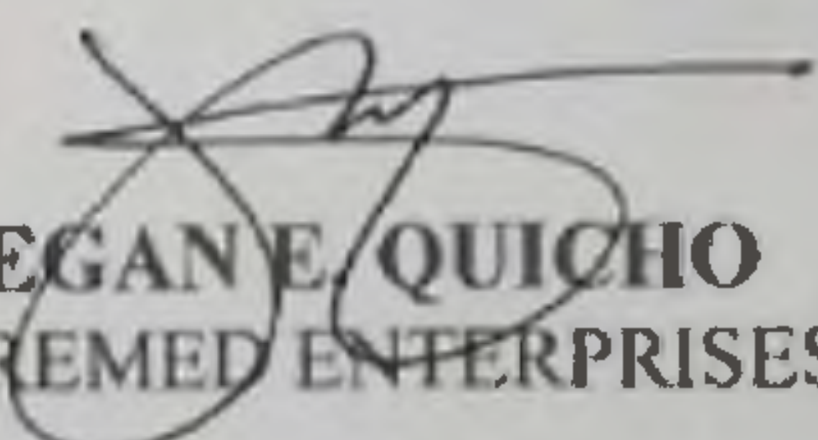
AMY R. ALVAREZ
ENTITY

DELIVERY OF VARIOUS MEDICAL SUPPLIES REQUIREMENT FOR DAILY OPERATIONS AT ISOLATION FACILITY, RURAL HEALTH UNIT (RHU) AND BARANGAY HEALTH STATIONS (BHS), THIS MUNICIPALITY in accordance with his/her/its Bid.

4. The **MUNICIPAL GOVERNMENT OF SAN VICENTE, PALAWAN** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. The Supplier shall provide and deliver the items in accordance with the terms specified in Schedule of Requirements, upon receipt of Notice to Proceed.
6. The Entity shall impose one tenth (1/10) of one (1) percent of the total cost for each day of delay in the delivery of the goods.
7. The Entity have the right to reject defective items and any items that do not conform to the specification.
8. The Supplier shall replace defective/rejected items to meet the specification at no cost to the Entity.
9. All medical equipment shall have corresponding warranty.
10. Rapid Test Device must be DOH and RITM validated and FDA approved; The shelf-life should not be less than eighteen (18) months from the date of delivery.
11. ALL medicines requiring controlled temperature must be delivered and accepted by the end-user in a cold chain.
12. The notarization of this instrument shall be for the account of the Supplier.

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.


AMY R. ALVAREZ
 MUNICIPAL GOVERNMENT
 OF SAN VICENTE, PALAWAN


MAEGANE QUICHO
 RX CAREMED ENTERPRISES.

ACKNOWLEDGMENT

**REPUBLIC OF THE PHILIPPINES }
 PROVINCE OF PALAWAN }
 _____ } S.S.**

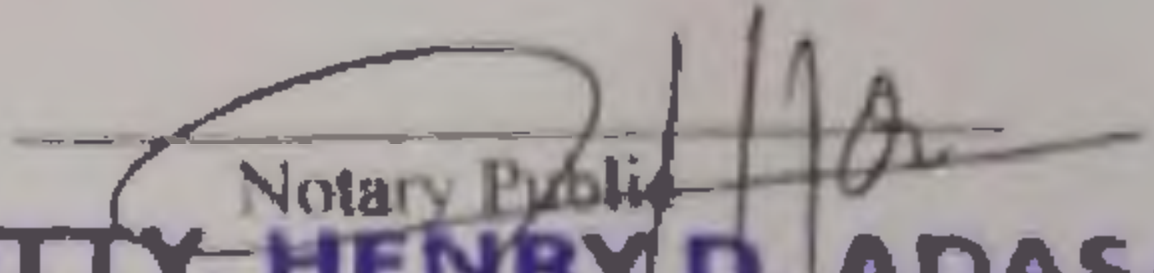
BEFORE ME, a Notary Public for and the above jurisdiction, personally appeared the following:

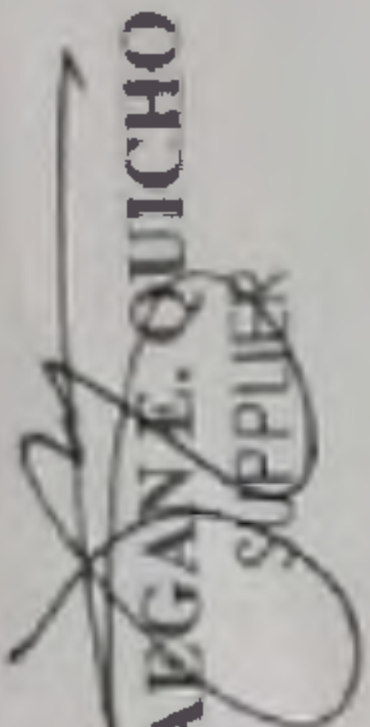
NAME	COMMUNITY TAX	DATE AND PLACE ISSUED
AMY R. ALVAREZ	27717150	Jan. 23, 2020/San Vicente, Pal.
MAEGAN E. QUICHO	11834043	Jan. 16, 2020/Pto. Prin. City

Both known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deeds, consisting of three (3) pages including this page in which this Acknowledgement is written and signed by the parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on this _____ day of _____
2020 at _____, Philippines.

DOC. NO. 4166
PAGE NO. _____
BOOK NO. _____
SERIES OF 2020


Notary Public
ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
UNTIL DECEMBER 31, 2020
NOTARIAL COMMISSION 2020-097 M/LA
IBP NO. 100920 - 01/03/2020, PASIG
PTR NO. 9124087 - 01/03/2020 MLA
ROLL NO. 29679, TIN: 172-528-620
Ⓜ MCLE COMPL. NO. VII-0000165
URBAN DECA HOME MANILA, B-2, UNIT 355


MAFGAN E. QUICHO
SUPPLIER


AMY R. ALVAREZ
ENTITY