

CONTRACT OF AGREEMENT

PROCUREMENT OF MEDICAL AND JANITORIAL SUPPLIES FOR THE HEALTH SERVICES UNIT OF ROMBLON STATE UNIVERSITY (ABC: PHP639,010.00, QTY: 3,280)

THIS AGREEMENT, made this *7th day of July 2023* by and between:

ROMBLON STATE UNIVERSITY, a public Higher Education Institution, created and existing under Republic Act (R.A) No. 9721, with principal office at Brgy. Liwanag, Odiongan Romblon, duly represented herein by its **President, MERIAN P. CATAJAY-MANI, Ed.D, CESE**, and hereinafter referred to as the “**PROCURING ENTITY**,”

-and-

Aldrug Distributor, a private business entity duly organized and existing under and by virtue of the laws of the Philippines, with business address at Lot 1, BLK 29, St. Claire, Miracle Heights 2, Kayumangi, Lipa City, duly represented by its **Authorized Representative, MR. RUDY TOLIPAS**, hereinafter referred to as the “**SUPPLIER**.”

WITNESSETH:

WHEREAS, upon the invitation of the **PROCURING ENTITY** with **Solicitation No. RSU-2023-05-044**, the **SUPPLIER** submitted a bid for the “Procurement of Medical and Janitorial Supplies for the Health Services Unit of Romblon State University (ABC: PhP639,010.00, QTY: 3,280)” amounting to **THREE HUNDRED EIGHTY-NINE THOUSAND, EIGHT HUNDRED EIGHTEEN PESOS AND TWENTY-FIVE CENTAVOS ONLY (PhP389,818.25)**, inclusive of all applicable government taxes and charges (hereinafter referred to as the “**Contract Price**”);

WHEREAS, the **PROCURING ENTITY** accepted the bid of the **SUPPLIER** through RSU Bids and Awards Committee Resolution No. 23-77, which was approved by the Head of the **PROCURING ENTITY**;

NOW, THEREFORE, for and in consideration of the abovementioned premises, and of the mutual covenants and provisions hereafter set forth, the Parties hereto have agreed and do hereby mutually agreed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit;
 - a. Bid Documents consisting of:
 - i. Invitation to Bid;
 - ii. Instructions to Bidders;
 - iii. Bid Data Sheet;
 - iv. General and Special Conditions of the Contract;
 - v. Schedule of Requirement and Technical Specifications; and
 - vi. Terms of Reference.

- b. **SUPPLIER'S** Bid, including the Legal and Technical Documents and Financial Proposal, and all other documents/statements contained in the **SUPPLIER'S** bidding envelopes, as annexes;
- c. Bid Bulletin and Supplemental Bid Bulletins, if any;
- d. Performance Security;
- e. Credit line issued by a licensed bank, if applicable;
- f. RSU-BAC Resolution No. 23-77;
- g. Abstract of Bids;
- h. Detailed Evaluation and Post-Qualification Evaluation Report;
- i. Notice to Proceed (NTP) with the **SUPPLIER'S** *Conforme*;
- j. Addendum and/or Supplement to the Contract, if any; and
- k. Other contract documents that may be required by existing laws and/or the **PROCURING ENTITY**.

OBLIGATIONS OF THE SUPPLIER

1. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER**, the **SUPPLIER** hereby covenants to complete the supply and delivery of goods within twenty-five (25) calendar days from receipt of the NTP.
2. The **SUPPLIER** shall:
 - a. Supply and deliver the following:

UNIT	ITEM DESCRIPTION	QTY
box	Ambroxol 30mg/tablet 100's (2-3 years expiration period)	100
box	Amlodipine 5mg/tablet 100's (2-3 years expiration period)	50
box	Ascorbic Acid 500mg/tablet 100's (2-3 years expiration period)	400
box	ATS Immunoglobulin 1500 I.U./vial (10 ampules/box (2-3 years expiration period)	2
box	Antiseptic Plastic Strips 100's	30
box	Chlonidine 75 mcg/tablet 100's (2-3 years expiration period)	1
box	Cetirizine 10mg/tablet 100's (2-3 years expiration period)	20
box	Ciprofloxacin 500mg/tablet 100's (2-3 years expiration period)	10
box	Diphenhydramine Hydrochloride 50mg/capsule 100's (2-3 years expiration period)	30
box	Cotrimoxazole forte 800mg/160mg/tablet 100's (2-3 years expiration period)	10
bottle	Methyl Salicylate Camphor + Menthol 25ml/bottle (2-3 years expiration period)	40
box	Hysoscine N-Butylbromide 10mg/tablet 100's (2-3 years	25

	expiration period)	
box	Hysoscine N-Butylbromide 10mg/tablet 100's (2-3 years expiration period)	1
box	AlMgOH + Simeticone 178mg/233mg/30mg/tablet 100's (2-3 years expiration period)	30
box	Loperamide 2mg/capsule 100's (2-3 years expiration period)	40
box	Losartan 50mg/tablet 100's (2-3 years expiration period)	2
box	Mefenamic Acid 500mg/capsule 100's (2-3 years expiration period)	40
bottle	Methyl Salicylate Camphor + Menthol 60ml/bottle (Original Scent) (2-3 years expiration period)	30
bottle	Methyl Salicylate Camphor + Menthol 60ml/bottle (Cool Scent) (2-3 years expiration period)	30
box	Multivitamins + Iron 500mg/tablet 100's (2-3 years expiration period)	35
box	Paracetamol 500mg/tablet (2-3 years expiration period)	20
box	Phenylpropanolamine + Paracetamol 325mg/23mg/2mg/tablet 100's (2-3 years expiration period)	30
box	Phenylpropanolamine Hydrochloride Chlorphenamine Maleate Paracetamol, Symdex Forte 25mg/2mg/500mg/tablet (2-3 years expiration period)	30
box	Phospholipid 300mg/Capsule 50's (2-3 years expiration period)	10
box	Salbutamol Nebule 30's (2-3 years expiration period)	2
box	Tetanus Toxoid 0.5 ml/ampule 10's (2-3 years expiration period)	10
box	Vitamin B Complex 100mg/5mg/50mcg/tablet 100's (2-3 years expiration period)	100
gallon	Alcohol 70% ethyl	50
Piece	Bathroom Scale (Weighing Scale) Heavy duty	1
Box	Blood Glucose Test Strip (Glucosure REF-S5640253) 50's	5
pack	Cotton Balls 300's	8
set	Elite Compact Star Nebulizer (with complete accessories)	10
box	Facemask 3-ply Indoplas	5
piece	Hospital Ovum Forcep 9.5"	10

under the applicable laws, deduct from the Contract price, as liquidated damages, the applicable rate of one-tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the **PROCURING ENTITY** may rescind or terminate the Agreement pursuant to General Conditions of Contract (GCC) Clause 23 of the Bidding Document, without prejudice to other courses of action and remedies open to it.

OBLIGATIONS OF THE PROCURING ENTITY

The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** in consideration of the delivery of said goods and services, the Contract Price or such other sum as may become payable under provisions of this Contract.

AMENDMENTS

Amendment to this Agreement shall be made in writing and signed by the **PROCURING ENTITY** and the **SUPPLIER**.

ALTERNATIVE DISPUTE RESOLUTION


Should any dispute related to this Agreement and/or rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Odiongan, Romblon.

VENUE IN CASE OF SUIT


In case of a court suit, the venue shall be the courts of competent jurisdiction in Odiongan, Romblon, to the exclusion of other courts.

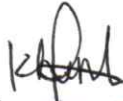
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


MERIAN P. CATAJAY-MANI, Ed.D., CESE
University President
Romblon State University


MR. RUDY TOLIPAS
Authorized Representative
Aldrug Distributor

Signed in the presence of:


ATTY. GLENN NIÑO M. BARTILLO
Witness


KHENT STEVEN PRELE
Witness

ACKNOWLEDGEMENT

Republic of the Philippines

(ODIONGAN, ROMBLON) S. S.

BEFORE ME, this JUL 11 2023 day of _____, 2023 in

ODIONGAN, ROMBLON, Philippines personally came and appeared before me the following:

	I.D. No.	Place of Issue	Date of Issue
MERIAN P. CATAJAY-MANI, Ed.D., CESE	<u>01-01</u>	<u>Odiongan, Romblon</u>	<u>July 30, 2020</u>
MR. RUDY TOLIPAS	<u>02344790</u>	<u>Lipa City</u>	<u>Jan 9, 2023</u>

Known to me to be the same persons who executed the foregoing instrument consisting of Six (6) pages including the page on which this Acknowledgement is written and they confirmed and acknowledged to me that the same is their own free and voluntary deed and that of the agency, which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place written.

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Series of 2023

ROLLY F. ROLDAN, JR
Notary Public within the jurisdiction
of RTC Branch 1, Odiongan, Romblon
Notarial Commission No. 01012023-01
Until December 31, 2024
Roll No. 48281
MCLE No. VII 0071078 - 6/17/22
IBP No. 240011 issued on 1/3/23
At Pasig City
PTR No. 0262572 N issued on 1/3/23
at Odiongan, Romblon