



Elsen Medina
 IRASETH PHARMA INC's Witness

Maribeth Abacan
 IRASETH PHARMA INC.

Lope B. Santos III
 DEPED's Witness

Atty. Salvador C. Malana III
 C-Office of the Undersecretary for Administration

PROJECT: Procurement of Medical Supplies (Rebid)

CONTRACT NO.: 2020c-BLSS2(003)-BI-CB014-COG1

CONTRACT AGREEMENT

DEC 29 2020

THIS CONTRACT made and entered into this ____ day of _____ 20__ by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Officer-in-Charge Undersecretary for Administration, **ATTY. SALVADOR C. MALANA III** (hereinafter referred to as "**DepEd**"); and **IRASETH PHARMA INC.**, represented herein by its Authorized Representative, **MARIBETH ABACAN**, with office address at Unit L-30 South of Market Tower, BGC, Taguig City, Philippines, (hereinafter referred to as "**IRASETH PHARMA INC.**").

DepEd and **IRASETH PHARMA INC.** are collectively called "**PARTIES.**"

WHEREAS, DepEd invited bids for the procurement of medical supplies consisting of nine (9) lots and received bids from six (6) bidders; **DepEd** opened, read, and evaluated the bids of the six (6) bidders, and, after evaluation, **DepEd** post-qualified and declared the bid of **IRASETH PHARMA INC.** as the lowest calculated responsive bid for **Lot 9** in the sum of **PHILIPPINE PESOS SEVENTEEN MILLION, SIX HUNDRED SIXTY-NINE THOUSAND, SEVEN HUNDRED FIFTY-ONE and 13/100 (PhP17,669,751.13) ONLY**, (hereinafter called the "**Contract Price**"), detailed as follows:

Lot No.	Region	No. of Set	Item Description	Amount (in Php)
Medicines				
9	IX	96	1) Normal saline solution, 10mL	17,669,751.13
	X	125	2) Hypromellose 0.3%, 10mL ophthalmic drops	
	XI	66	3) Lagundi, 600mg tablet	
	XII	121	4) Phenylephrine HCl 10mg + Chlorphenamine maleate 2mg + Paracetamol 500mg	
	CARAGA	115	5) Aluminum (OH)3 200mg + Simethicone	

[Signature]
 IRASETH PHARMA INC's Witness

[Signature]
 IRASETH PHARMA INC.

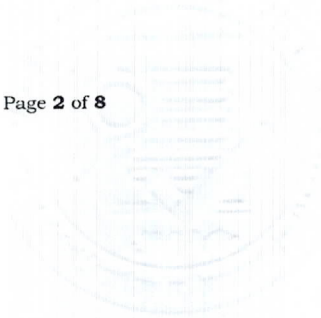
[Signature]
 LOPE B. SANTOS III
 Executive Assistant IV
 BLSG/Office of the Director
 DEPED's Witness

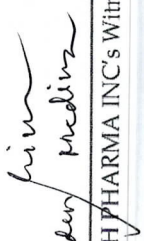
[Signature]
 ATTY. SALVADOR C. MALANA III
 C-Office of the Undersecretary for Administration

			25mg + Magnesium hydroxide 200mg tablet 6) Paracetamol 500mg tablet 7) Oral Rehydration Salts (ORS) 50 sachets/box 8) Paracetamol syrup 250mg/5mL 60mL bot 9) Ambroxol Syrup 15mg/5mL 60mL bot 10) Loratadine 10mg tablet 11) Clotrimazole Cream 1% 10mg 12) Mupirocin Ointment/Cream 15g 13) Calamine Lotion, 60mL 14) Salbutamol 2.5mg/2.5mL nebulas 15) Loperamide 2mg capsule 16) Methyl salicylate camphor + menthol regular 100mL	
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NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

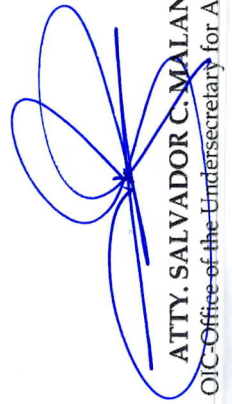
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. Philippine Bidding Documents (PBD);
 - a. Schedule of Requirements;
 - b. Technical Specification;
 - c. General and Special Conditions of the Contract; and
 - d. Bid Bulletin No. 1 dated 11 November 2020, Bid Bulletin No. 2 dated 17 November 2020 and Bid Bulletin No. 3 dated 19 November 2020;



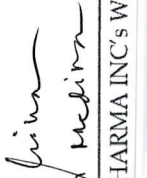

Eden Medina
IRASETH PHARMA INC.'s Witness


MARIBETH ABACAN
IRASETH PHARMA INC.

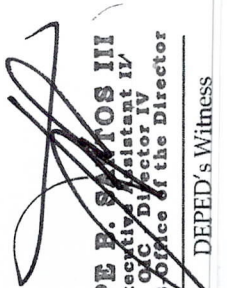

LOPE B. SANTOS III
Executive Assistant IV
OIC - Director IV
BLSS - Office of the Director
DEPED's Witness


ATTY. SALVADOR C. MALANA III
OIC - Office of the Undersecretary for Administration

- ii. **IRASETH PHARMA INC.**'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 **IRASETH PHARMA INC.**'s conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. **IRASETH PHARMA INC.** 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 Order, and warranty Security, shall form part of the Contract.
3. The goods and services referred to in this Contract shall be delivered to the Project Site/s within **one hundred twenty (120) calendar days** from receipt of **IRASETH PHARMA INC.** of the Notice to Proceed;
4. **IRASETH PHARMA INC.** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The performance security shall be posted in favor of **DepEd**, and shall be forfeited in the event it is established that **IRASETH PHARMA INC.** is in default of any of its obligation under the contract. The performance security shall be in force and effect until issuance by **DepEd** of the Certificate of Final Acceptance. For this purpose, **IRASETH PHARMA INC.** undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from **DepEd**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued;
5. The goods supplied under this **Contract** should conform to Section VII. Technical Specifications and to the standards mentioned in Section VI. Schedule of Requirements, or as amended by subsequently issued Bid Bulletin, if any, and must be in accordance with the technical specifications of the items as offered in the bid; or in case where samples were submitted and evaluated during the post-qualification stage of the procurement, in accordance with the technical specifications of the approved samples. Any proposal to deliver items of equivalent, higher or superior technical specifications, in lieu of those of the approved bids or samples shall be discretionary to **DepEd** and is subject to the evaluation and recommendation of the end-user or implementing units and the approval of the herein authorized representative and signatory;
6. In consideration of the **Contract Price** mentioned herein to be paid by **DepEd** to **IRASETH PHARMA INC.**, **IRASETH PHARMA INC.** hereby covenants to provide all of the incidental and additional services as


Elen Medina
IRASETH PHARMA INC.'s Witness



MARIBETH ABACAN
IRASETH PHARMA INC.

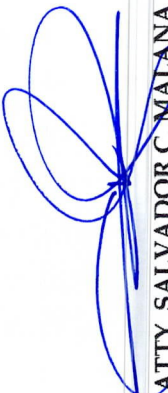

LOPE B. SANTOS III
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OIC Director IV
BSS Office of the Director
DEPED's Witness


ATTY. SALVADOR C. MALANA III
OIC-Office of the Undersecretary for Administration

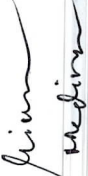
specified in Section VI. Schedule of Requirements, or as amended by subsequently issued Bid Bulletin, if any, and should be in accordance with the terms and/or specifications indicated therein or otherwise contemplated by the parties;

7. Goods delivered with defects or non-compliant with the required specifications shall be rejected by **DepEd** and replaced by **IRASETH PHARMA INC.** **DepEd** shall have the option to inspect **IRASETH PHARMA INC.**'s premises covered by the **Contract**, at any time or stage of the contract implementation, to monitor and assess **IRASETH PHARMA INC.**'s capacity to discharge its contractual obligations;
8. **IRASETH PHARMA INC.** shall deliver the goods to the project site - DepEd Elementary Schools, unless otherwise instructed by **DepEd**. Goods delivered to another project site other than DepEd Elementary Schools without **DepEd's** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents, reports submitted and validated by the authorized receiving personnel may be a possible cause for termination of the Contract;
9. In case **IRASETH PHARMA INC.** encounters condition(s) impeding timely delivery of the goods, **IRASETH PHARMA INC.** shall promptly notify **DepEd** in writing of such condition(s), and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such request have become apparent. **IRASETH PHARMA INC.** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;
10. The **Contract Price** shall be paid to **IRASETH PHARMA INC.** in accordance with the following disbursement procedures:
 - 10.1. An advance payment not to exceed fifteen percent (15%) of the contract amount 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 goods are delivered, and accompanied by a claim for advance payment;
 - 10.2. **IRASETH PHARMA INC.** may submit a request for payment based on monthly Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; (ii) Inspection and acceptance reports, including certification by **IRASETH PHARMA INC.**, as approved by the duly


LOPE B. SANTOS III
Executive Assistant IV
BLSB - Director IV
DEPED's Witness


ATTY. SALVADOR C. MALANA III
VIC-Office of the Undersecretary for Administration


MARBETH ABACAN
IRASETH PHARMA INC.


Eileen Medina
IRASETH PHARMA INC's Witness

authorized representative of **DepEd**, that the items have been delivered and/or properly installed and commissioned in accordance with the contract. Other documents in support of a request for payment may be prescribed by **DepEd** pursuant to existing disbursement, accounting and auditing rules and procedures;

10.3. Subject to the recoupment of the advance payment contemplated in Clause 10.1 above, and retention contemplated in the immediately succeeding clause, payment shall be made to **IRASETH PHARMA INC.** within sixty (60) days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DepEd**, in the following manner:

10.3.i. One hundred percent (100%) of payment shall be made upon one hundred percent (100%) completion/delivery of the requirement under this Contract duly delivered and accepted by DepEd's authorized representative;

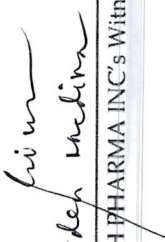
10.3.ii. Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.

Payments shall be subject to the Warranty provision in the form of either retention money in an amount equivalent to three percent (3%) of every progress payment, or a special bank guarantee in the amount equivalent to three percent (3%) of the Contract Price, as provided under Section 62.1 of R.A. 9184 and its Revised IRR;


11.1. In case **IRASETH PHARMA INC.** opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above;

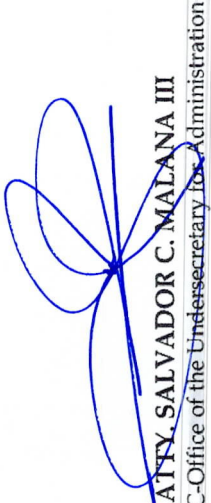
11.2. Warranty shall be for a period of three (3) months for expendable supplies and one (1) year for non-expendable supplies or equipment reckoned from the date of acceptance of the goods at the project site;

11.3. A comprehensive and onsite warranty for the procured items shall be applied. The said warranty shall reckon from the date of issuance of a Certification by **DepEd** that the delivered


DepEd Marikina
IRASETH PHARMA INC.'s Witness


MARIBETH ABACAN
IRASETH PHARMA INC.


LOPE S. SANTOS III
Executive Assistant II
OIC - Director IV
NLS-Office of the Director
DEPED's Witness


ATTY. SALVADOR C. MALANA III
OIC-Office of the Undersecretary for Administration

goods have been duly inspected and accepted (*i.e.*, final acceptance);

11.4. The period for correction of defects covered by the warranty period is within thirty (30) calendar days from receipt by **IRASETH PHARMA INC.** of any claim arising from the warranty;

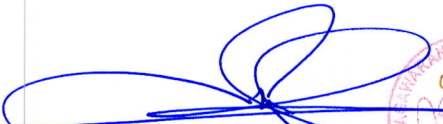
11.5. For defects arising from within the first half of the warranty period, **DepEd** may opt to demand for recall and replacement of the defective items. On the other hand, for defects arising from the onset until the expiry of the warranty period, **DepEd** may ask for repairs of the defective items.

12. **IRASETH PHARMA INC.** shall be liable for liquidated damages for the delay in its performance of the Contract in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the recipient school concerned. **DepEd** shall deduct the liquidated damages from any money due or which may become due to **IRASETH PHARMA INC.**, or collect from any of the securities or warranties posted by the **IRASETH PHARMA INC.**, 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.


13. 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 Contract to be executed in accordance with governing laws on the day and year first above written.


SIGNED, SEALED AND DELIVERED BY:


ATTY. SALVADOR C. MALANA III
Officer-in-Charge Undersecretary for Administration
DEPARTMENT OF EDUCATION





MARIBETH ABACAN
Authorized Representative
IRASETH PHARMA INC.

SIGNED IN THE PRESENCE OF:


LOPE B. SANTOS III
Executive Assistant II/
OIC - Director IV
BLSS-Office of the Director

DepEd's Witness


Eden Medina

IRASETH PHARMA INC.'s Witness

CERTIFIED FUNDS AVAILABLE: ₱17,669,751.13


MA. RHUNNAL CATALAN

Chief Accountant
Chief Accountant

310400100011000-~~₱~~17,669,751.13
ALLOTMENT AVAILABLE (Cont.)


SELWYN C. BRIONES
Supervising Administrative Officer
OIC, Budget Division

IRASETH PHARMA INC's Witness

Eden Medina

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY
Philippines, this ____ day of DEC 29 2020 20__ personally appeared:

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

ATTY. SALVADOR C. MALANA III
Officer-in-Charge
Undersecretary for Administration
DEPARTMENT OF EDUCATION

MARIBETH ABACAN
Authorized Representative
IRASETH PHARMA INC.

402 - 09 - 010246 / 4/12/18 / Lfo

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 eight (8) 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. 407
Page No. 8;
Book No. II;
Series of Jan

ATTY. MICHAEL JOSEPH O. CAPINPIN
Notary Public for Quezon City
Until December 31, 2020
PTR No. 7446398/1-10-10/QC
IBP Lifetime No. 08330
ROLL No. 56199
MCLE Compliance No. VI-0008995
Adm Matter No. NP-207 (2020-2021)
101 Malakas Lane Brgy. Central Q.C.

DEPED's Witness

LOPE B. SANTOS III
Executive Assistant IV
OIC, Director IV
BLSF-Office of the Director

IRASETH PHARMA INC.

ATTY. SALVADOR C. MALANA III
OIC-Office of the Undersecretary for Administration