

**CONTRACT FOR THE SUPPLY AND DELIVERY  
OF MEDICAL SUPPLIES AND EQUIPMENT****KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this May 30, 2014 in San Jose, Occidental Mindoro, Philippines by and between:

The **OCcidental MINDORO STATE COLLEGE**, a government agency created pursuant to Batas Pambansa Blg. 531 as amended by Republic Act 9747 with Main Campus at Rizal St., San Jose, Occidental Mindoro, Philippines, hereinafter referred to as the **BUYER**.

**-AND-**

The **SEAMMED PHARMA**, a private enterprise/corporation established pursuant to existing laws with business address at 54-A 13<sup>th</sup> Avenue, Socorro, Cubao, Quezon City and hereinafter referred to as the **SUPPLIER**.

**WITNESSETH**

**WHEREAS**, Invitation to Bid for this Contract was posted in accordance with existing government rules and regulations;

**WHEREAS**, an Opening of Bids was duly conducted last 13 May 2014;

**WHEREAS**, the SUPPLIER'S bid was determined to be the Lowest Calculated and Responsive Bid through careful Bid Evaluation and Post-qualification;

**WHEREAS**, the Occidental Mindoro State College has accepted a bid by the Supplier for the supply of those goods and services in the sum of NINE HUNDRED NINETY THOUSAND FORTY FOUR PESOS AND 0/100 (Php990,044.00).

**WHEREAS**, the SUPPLIER further agrees to commence the work on the project upon receipt of the NOTICE TO PROCEED, and contract time beginning on the third (3rd) day following the date of the NOTICE TO PROCEED and completion of the same within THIRTY (30) CALENDAR DAYS, unless additional time shall be allowed to the SUPPLIER by the BUYER in writing the provision of the SPECIFICATIONS herein.

**THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The SUPPLIER shall undertake the SUPPLY AND DELIVERY OF MEDICAL SUPPLIES AND EQUIPMENT with the following Technical Specifications:

Item No.	Description	Unit	Qty	Unit Cost (In Php)	Total Cost (In Php)
1	Cotton Applicators, 100s	pack	4	295.00	1,180.00
2	Cotton Balls, 100s for First Aid Kit	pack	20	135.00	2,700.00
3	Cotton Balls, 300s	pack	40	268.00	10,720.00
4	Transparent Strips (Mediplast), 100s	boxes	5	165.00	825.00
5	Sterile Gauze, 2 X 2, 100s For First Aid Kit	box	10	995.00	9,950.00
6	Sterile Gauze, 3 X 3, 100s (China)	box	8	1,095.00	8,760.00
7	Sterile Gauze, 4 X 4, 100s (China) For First Aid Kit	box	10	1,190.00	11,900.00
8	Sterile Eye Patch (For First Aid Kit)	piece	60	29.00	1,740.00
9	Micropore, 1", 3M, 12s For First Aid Kit	box	8	1,690.00	13,520.00
10	Glucometer Strips, 50s for Accucheck	box	2	2,195.00	4,390.00
11	Combur 10 M Test Strips, 100s	canister	1	4,950.00	4,950.00
12	Cholesterol Strips for Accutrend GCT, 25s	per strip	75	290.00	21,750.00

For Seamed Pharma:

*Annabelle P. Borral*  
Witness

For Seamed Pharma:

*ARELLANO, PARAGLINAN*  
Attorney-in-fact

For Occidental Mindoro State College:

*GRACE M. ANCHIKIA, CPA*  
Accountant III, Witness

For Occidental Mindoro State College:

*ARNOLD N. VENTURINA, PhD*  
SUC President II

For Scanned Pharmacy

For Scanned Pharmacy

For Occidental Mindoro State College

For Occidental Mindoro State College

*Handwritten signature*  
Witness

*Handwritten signature*  
ARIEL D. PANGLINAN  
Attorney-in-fact

*Handwritten signature*  
GRACE M. ANCHETA, CPA  
Accountant III Witness

*Handwritten signature*  
ARNOLD N. VENTURINA, PhD  
SUC President II

13	Triglyceride Strips for Accutrend GCT, 25s	per strip	75	290.00	21,750.00
14	Glucose Strips for Accutrend GCT, 25s	per strip	75	290.00	21,750.00
15	Control Solution for Accutrend GCT Cholesterol	bottle	1	2,400.00	2,400.00
16	Control Solution for Accutrend GCT Triglycerides	bottle	1	2,400.00	2,400.00
17	Control Solution for Accutrend GCT Glucose	bottle	1	2,400.00	2,400.00
18	Control Test M for Urisys, 100s	canister	1	2,400.00	2,400.00
19	Kernel Uric Acid Strips, 25s	box	3	1,995.00	5,985.00
20	Kernel Cholesterol Strips, 10s	box	6	2,490.00	14,940.00
21	Kernel Glucose Strips, 25s	box	3	1,995.00	5,985.00
22	Digital Thermometer	pc	10	148.00	1,480.00
23	Elastic Bandage, Flesh, 2 x 5 For First Aid Kit	roll	26	118.00	3,068.00
24	Elastic Bandage, Flesh, 3 x 5 For First Aid Kit	roll	26	138.00	3,588.00
25	Forceps, Kelly Curved for First Aid Kit	pc	16	248.00	3,968.00
26	Straight for First Aid Kit	pc	16	248.00	3,968.00
27	Forceps, Allis	pc	6	249.00	1,494.00
28	Forceps, Ovum	pc	2	790.00	1,580.00
29	Forceps, Ochsner, 18 cms	pc	4	395.00	1,580.00
30	Forceps, tissue (For First Aid Kit) Scissors	pc	10	245.00	2,450.00
31	Suture	pc	6	245.00	1,470.00
32	Mayo	pc	6	245.00	1,470.00
33	Iris	pc	6	245.00	1,470.00
34	Bandage (For First Aid Kit) Mosquito	pc	10	245.00	2,450.00
35	Curved	pc	6	248.00	1,488.00
36	Straight	pc	6	248.00	1,488.00
37	Kidney Basin, Plastic (For First Aid Kit) Water Bag (For First Aid Kit)	pc	20	98.00	1,960.00
38	Hot	pc	12	145.00	1,740.00
39	Cold	pc	12	145.00	1,740.00
40	Penlight (For First Aid Kit)	pc	22	146.00	3,212.00
41	Gloves, Disposable Size 6 for First Aid Kit (Individually Packed)	pc	40	58.00	2,320.00
42	Gloves, Disposable Size 7 for First Aid Kit (Individually Packed)	pc	40	55.00	2,200.00
43	Tackle Box, Large (Heavy Duty Plastic)	pc	10	595.00	5,950.00
44	Gloves, Disposable, Medium, 100s (China)	box	10	416.00	4,160.00
45	Masks, Disposable, 50s (china)	box	10	415.00	4,150.00
46	Surgical Blades #10	pc	4	95.00	380.00
47	Surgical Blades #12	pc	4	90.00	360.00
48	Surgical Blades #15	pc	4	90.00	360.00
49	Surgical Blades #18	pc	4	90.00	360.00
50	Surgical Blades #20	pc	4	90.00	360.00
51	Silk with Cutting Needle, 12s	box	1	3,500.00	3,500.00
52	Suture, Chromic 2-0, 12s	box	1	4,700.00	4,700.00
53	Suture, Chromic 3-0, 12s	box	1	5,000.00	5,000.00
54	Suture, Vicryl 2-0, 12s	box	1	5,900.00	5,900.00
55	Stitch Remover, Scissors Needle	pc	2	310.00	620.00
56	Cutting, Small	pc	4	135.00	540.00
57	Cutting, Big	pc	4	135.00	540.00
58	Round, Small	pc	4	135.00	540.00
59	Round, Big	pc	4	135.00	540.00
60	Disposable Cups for Dental extraction, 100s	pecks	4	315.00	1,260.00
	DRUGS AND MEDICINE				-
	ANTACIDS				-
61	Aluminium Hydroxide, Magnesium Hydroxide (Kremil-S Reformulated), 100s	box	8	1,240.00	9,920.00
62	Meclizine HCl (Bonamine) 12.5 mg Chewable Tablets, 120s	box	1	2,000.00	2,000.00
63	Meclizine HCl (Bonamine) 25 mg Tablets, 100s	box	8	2,425.00	19,400.00
	ANTISPASMODICS/GIT REGULATORS				-

For Scanned Pharm:

*Anneke P. Pantod*  
Witness

For Scanned Pharm:

*[Signature]*  
ARUEL D. PANGLINAN  
Attorney-in-fact

For Occidental Mindoro State College

*[Signature]*  
GRACE M. ANCHETA, CPA  
Accountant III, Witness

For Occidental Mindoro State College

*[Signature]*  
ARNOLD N. VENTURINA, PhD  
SUC President II

64	Hyoscine N-Butylbromide 10 mg Tablet, 100s (Buscopan)	box	8	2,025.00	16,200.00
65	Hyoscine N-Butylbromide and Paracetamol Tablet, 100s (Buscopan Plus)	box	6	2,500.00	15,000.00
66	Metoclopramide HCl (Plasil) 10 mg, 100s	box	2	1,200.00	2,400.00
67	Domperidone 10 mg, 100s	box	2	2,400.00	4,800.00
	ANTI-DIARRHEALS				
68	Loperamide 2 mg Tablet, 100s (Diatabs Reformulated)	box	10	820.00	8,200.00
	CARDIOVASCULAR				
69	Isosorbide Mononitrate 5 mg Tablets, 100s (Isordil Sublingual)	bottle	1	1,350.00	1,350.00
70	Clonidine HCl 75 mcg Tablets, 100s (Catapres)	box	2	2,900.00	5,800.00
	COUGH AND COLD REMEDIES				
71	Phenylpropanolamine HCl, Chlorpheniramine Maleate, Paracetamol	box	30	1,200.00	36,000.00
72	Caplets, 100s (Bioflu)				
	ANTI-ASTHMATICS/COPD PREPARATIONS				
73	Butamirate citrate 50 mg Tablet (Sinecod Forte), 100s	box	6	2,520.00	15,120.00
74	Ambroxol 30 mg Tablets, 100s	box	4	2,000.00	8,000.00
75	Carbocisteine 500 mg Tablets, 100s	box	6	2,000.00	12,000.00
76	Salbutamol and Guaifenesin Capsules 2 mg/100 mg	box	6	2,010.00	12,060.00
77	Salbutamol Nebules 2.5 mg/2.5 mL, 30s	box	4	1,950.00	7,800.00
	ANALGESICS/ANTI-INFLAMMATORY/ANTI-PYRETICS				
78	Paracetamol (Kiddie Neoaspiets) 80mg Tablets, 500s	box	1	2,000.00	2,000.00
79	Paracetamol (Tempra) 325 mg Tablets, 500s	box	1	4,000.00	4,000.00
80	Paracetamol (Tempra Forte) 500 mg Tablets, 500s	box	1	5,000.00	5,000.00
81	Paracetamol 500 mg Tablets, 100s	box	10	590.00	5,900.00
82	Mefenamic Acid 500 mg Capsules, 100s	box	32	970.00	31,040.00
83	Mefenamic Acid 250 mg Capsules, 100s	box	2	815.00	1,630.00
84	ANTIBIOTICS/ANTIINFECTIVES				
85	Amoxicillin 250 mg Capsules, 100s	box	4	915.00	3,660.00
86	Amoxicillin 500 mg Capsules, 100s	box	22	1,210.00	26,620.00
87	Cefalexin 500 mg Capsules, 100s	box	22	1,210.00	26,620.00
88	Cloxacillin 250 mg Capsules, 100s	box	2	1,210.00	2,420.00
89	Cloxacillin 500 mg Capsules, 100s	box	4	1,610.00	6,440.00
90	Cotrimoxazole 800 mg/160 mg Tablets, 100s	box	4	1,620.00	6,480.00
91	Erythromycin 500 mg Capsules, 100s	box	0		
92	Norfloxacin 400 mg Tablets, 100s	box	1	1,000.00	1,000.00
93	Metronidazole 500 mg Tablets, 100s	box	1	1,000.00	1,000.00
	ANTIHISTAMINE/ANTIALLERGICS				
94	Loratidine 5 mg + Bethamethasone 250 mcg, 100s	box	2	3,700.00	7,400.00
95	Cetirizine 10 mg, 100s	box	2	1,900.00	3,800.00
96	Bethamethasone Dexamethasone Maleate (Celestamine) 2 mg Tablets	pc	200	29.50	5,900.00
97	Antamine Injectables 10 mg 10 mL	vial	15	345.00	5,175.00
	EYE/EAR PREPARATIONS				
98	Dexamethasone, Neomycin, Polymyxin (Maxitrol) Eye Drops 5 mL	bottle	10	594.00	5,940.00
99	Chloramphenicol Eye Drops 5 mL	bottle	6	295.00	1,770.00
100	Inoflox Eye Drops 5 mL	bottle	6	490.00	2,940.00
101	Carboxymethylcellulose Na Eye Drops 15 mL	bottle	6	490.00	2,940.00
102	Olopatidine HCl Eyedrops 15 mL	bottle	6	695.00	4,170.00
103	Chloramphenicol Ear Drops 5 mL	bottle	6	295.00	1,770.00
	MOUTH AND THROAT PREPARATIONS				
104	Hexetidine (Bactidol) 0.1% 120 mL	bottle	20	410.00	8,200.00
	DERMATOLOGICALS				
105	Mupirocin (Bactroban) 2% 15 gm Ointment	tube	10	595.00	5,950.00
106	Clotrimazole (Canesten) Cream 1% 5 grams Cream	tube	8	397.00	3,176.00
107	Crotamiton (Eurax) 60 mL Lotion	bottle	8	217.00	1,736.00
108	Silver Sulfadiazone (Flammazine) 20mg	tube	10	615.00	6,150.00
109	Pimecrolimus 10 mg (Eliel) Cream	tube	2	1,598.00	3,196.00
	OTHER FLUID/PREPARATIONS				
110	ATS 1500 IU	amp	40	138.00	5,520.00

111	ATS 3000 IU	amp	40	197.00	7,880.00
112	Tetanus Toxoid	amp	40	197.00	7,880.00
113	Distilled Water for Injection 50 mL	bottle	10	168.00	1,680.00
114	RHEA Steam Inhalant Solution 50 mL	bottle	2	314.00	628.00
115	RHEA Povidone Iodine Gallon	gallon	5	1,990.00	9,950.00
116	RHEA Povidone Iodine 10% 120 mL	bottle	26	294.00	7,644.00
	For First Aid Kit				-
117	RHEA Povidone Iodine 10% 15 mL	bottle	6	134.00	804.00
118	RHEA Hydrogen Peroxide 10 volumes 500 ml	bottle	16	365.00	5,840.00
119	RHEA Hydrogen Peroxide 10 volumes 120 ml	bottle	26	118.00	3,068.00
	For First Aid Kit				-
120	Essence Eucalyptus 120 mL	bottle	4	220.00	880.00
121	Ethyl Alcohol 500 mL (Casino)	bottle	60	218.00	13,080.00
	For First Aid Kit				-
122	RHEA Alcarnforado 120 ml	bottle	8	145.00	1,160.00
123	RHEA Manzanilla 120 ml	bottle	8	145.00	1,160.00
124	RHEA Aromatic Spirit of Ammonia 15 mL	bottle	30	96.00	2,880.00
	For First Aid Kit				-
	CLEANSING PREPARATIONS				-
125	Liquid Soap 500 mL	bottle	8	196.00	1,568.00
	DISINFECTANTS				-
126	Cidex Solution	gallons	2	2,950.00	5,900.00
	INTRAVENOUS FLUIDS AND OXYGEN REFILL				-
127	D5 Water 500 mL	plastic bottle	10	185.00	1,850.00
128	0.9% Sodium Chloride Inhalant 2.5 mL	vial/amp	100	19.00	1,900.00
129	0.9% Sodium Chloride in PNSS 500 mL	plastic bottle	10	185.00	1,850.00
130	0.9% Sodium Chloride Irrigation Solution 1 L	plastic bottle	30	190.00	5,700.00
	for First Aid Kit				-
131	D5 NSS 500 mL	plastic bottle	10	185.00	1,850.00
132	Plain LR Solution 500 mL	plastic bottle	10	185.00	1,850.00
133	D5 LR Solution 500 mL	plastic bottle	10	185.00	1,850.00
	II. EQUIPMENT				-
	MEDICAL AND DENTAL EQUIPMENT				-
134	Dental Forceps # 69	pc	6	2,900.00	17,400.00
135	Dental Forceps # 150	pc	6	2,900.00	17,400.00
136	Dental Forceps # 151	pc	6	2,900.00	17,400.00
137	Dental Straight Elevators	pc	6	2,900.00	17,400.00
138	Dental Explorer	pc	6	2,900.00	17,400.00
139	Dental Chisel	pc	2	2,990.00	5,980.00
140	Dental Mallet	pc	2	2,990.00	5,980.00
141	Dental Cotton Pliers	pc	10	495.00	4,950.00
142	Dental Mouth Mirrors	pc	20	498.00	9,960.00
143	Dental Gum Separator	pc	6	495.00	2,970.00
144	Nebulizer, OMRON	unit	2	4,950.00	9,900.00
145	Kernel Uric Acid, Cholesterol and Sugar Multicheck Test Kit	unit	2	8,900.00	17,800.00
146	Sterilizer, Dry Heat	unit	2	9,700.00	19,400.00
147	Stethoscope, Littmann Classic II	unit	4	5,990.00	23,960.00
148	Sphygmomanometer, Digital Arm Type (OMRON) HEM 2772	unit	1	7,900.00	7,900.00
149	Sphygmomanometer, Aneroid Desk type Non Mercurial (Baumanometer 0920)	unit	8	9,000.00	72,000.00
				<b>TOTAL</b>	<b>990,044.00</b>

For Scanned Pharmacy

*Annabetha D. Dato*  
Witness

For Scanned Pharmacy

*ARIJAY D. PANGLINAN*  
Attorney-in-fact

For Occidental Mindoro State College:

*GRACE M. ANCHETA, CPA*  
Accountant III/ Witness

For Occidental Mindoro State College:

*ARNOLD N. VENTURINA, PhD*  
SUC President II

- In consideration of the payments to be made by the BUYER to the SUPPLIER as hereinafter mentioned, the former hereby covenants with the latter to provide the goods and services and to remedy any defects therein in conformity in all aspects with the provisions of the Contract.
- The Implementing Rules and Guidelines regarding Adjustment of the Contract Prices adopted and approved by the government will be applied in this Contract.
- That the SUPPLIER shall comply with the provisions of RA 9184 and its Revised Implementing Rules and Regulations and other legal laws which provides for the criminal liability of the supplier, etc. for violation of any material provision of the

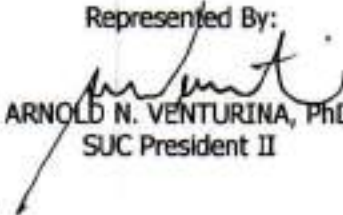
contract involving quantity and quality of work resulting to prejudice of the government.


5. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
- a. General Conditions of Contract
  - b. Special Conditions of Contract
  - c. the Bid Form and the Price Schedule submitted by the Bidder including the annexes in two envelopes;
  - d. the Schedule of Requirements;
  - e. the Technical Specifications;
  - f. Invitation to Bid
  - g. Instruction to Bidders
  - h. Notice of Award
  - i. Performance Bond
  - j. Notice to Proceed
6. When the SUPPLIER refuses or fails to satisfactorily complete the work within the specified contract time, plus anytime extension duly granted and is deemed default in this Contract, the SUPPLIER shall pay the BUYER for liquidated damages, as per Section 68, Rule XXII as reiterated in Item 3.1 Annex D both of the Revised IRR of RA 9184, with the following formula, to wit:
- "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 procuring entity concerned."*
7. No extension of Contract whatsoever shall be granted to the SUPPLIER due to ordinary unfavorable weather conditions, non-availability of equipment or supplies to be furnished by the same, labor problems and such causes for which the government is not directly responsible, or when time affected activities do not fall within the critical path of the network. Extension of time shall be granted only the equivalent of delay due to major calamities.
8. Settlement of Dispute – The SUPPLIER is herein obliged to follow the Technical Specifications. If any dispute or difference of any kind whatsoever between the Technical Working Group of the BUYER or authorized representative and the SUPPLIER arising from the execution of Contract and scope of work, the same shall be brought to the OMSC President or his duly authorized representative for settlement.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their respective hands and caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day, month and year first indicated on page 1 of this Contract.

OCCIDENTAL MINDORO STATE COLLEGE

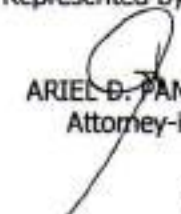
Represented By:

  
ARNOLD N. VENTURINA, PhD  
SJC President II

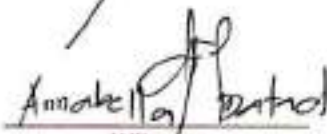
  
GRACE M. ANCHETA, CPA  
Accountant III/Witness

MARJAY ENTERPRISES

Represented by:

  
ARIEL D. PANGILINAN  
Attorney-in-fact

*In the Presence of:*

  
Annabelle Pangilinan  
Witness

### ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF OCCIDENTAL MINDORO ) S.S  
MUNICIPALITY OF SAN JOSE )

For Scanned Pharmax:  
Amabella B. Bantad  
Witness

SUBSCRIBED AND SWORN to before me this        day of MAY 30 2014,  
2014, affiants exhibiting to me their Competent Evidence of Identity as defined in the 2004  
Rules on Notarial Practice (A.M. No. 02-8-13-SC), known to me to be the same persons who  
executed the foregoing instrument and acknowledged to me that the same is their free act  
and deed.

Name	ID No.	Issued At	Issued On
ARNOLD N. VENTURINA	Driver's License No. D13-03-021457	San Jose, Occ. Mindoro	Nov. 6, 2012
ARIEL D. PANGILINAN	Driver's License No. C16-95-117893	San Fernando, Pampanga	2016-04-27 Expiring

For Scanned Pharmax:  
ARIEL D. PANGILINAN  
Affirmant-in-fact

WITNESS MY HAND AND SEAL.

Doc. No. 50  
Page No. 10  
Book No. 70  
Series of 2014

ATTY. ALFREDO A. CASTILLO  
NOTARY PUBLIC  
NOTARY EXPIRES ON DEC. 31, -2014  
REG. NO. 1544-1-8-2014  
IBI NO. 17-1-6-2014  
SAN JOSE, OCC. MINDORO  
MCLE REGISTRATION NO. 000837  
OCTOBER 2012  
ROLL NO. 42917

For Occidental Mindoro State College:  
GRACE M. ANCHETA, CPA  
Accountant III Witness

For Occidental Mindoro State College:  
ARNOLD N. VENTURINA, PhD  
SUC President II