

**CONTRACT FOR THE PROCUREMENT OF
MEDICAL AND DENTAL SUPPLIES****KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this 24 MAR 2017 in San Jose, Occidental Mindoro, Philippines by and between:

The **OCCIDENTAL MINDORO STATE COLLEGE**, a government agency created pursuant to Batas Pambansa Big. 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 **ORMIN PHARMACEUTICAL DISTRIBUTION** a private enterprise/corporation established pursuant to existing laws with business address at Brgy. Sapul, Calapan City, Oriental Mindoro 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 March 2, 2017;

WHEREAS, the SUPPLIER'S bid was determined to be the Single Calculated and Responsive Bid for the Procurement of Medical and Dental Supplies (B-8661-17-04) 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 ONE MILLION FIFTY-SEVEN THOUSAND NINE HUNDRED FIFTY-FOUR PESOS (PHPL057,954.00)

WHEREAS, the SUPPLIER further agrees to complete the work/delivery of goods/services on the project upon receipt of the NOTICE TO PROCEED 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 PROCUREMENT OF MEDICAL AND DENTAL SUPPLIES which shall have a 2 to 3 years expiration from the date of delivery with the following Technical Specifications:

Item & Specification	Unit	Qty	ORMIN Pharma Total Cost in Php (inclusive of VAT and freight)
1. Cotton Applicators, Non-Sterile,100s	Pack	8	2,224.00
2. Cotton Applicators, Sterile,100s	Pack	8	2,400.00
3. Medical, Cotton Balls, 300s	Pack	15	4,125.00
4. Dental, Cotton Balls, 300s	Pack	15	4,125.00
5. Dental Bib, 100s	Pack	15	27,000.00
6. Dental Needles Gauge G27, 100s (Tercimo)	Box	15	34,500.00
7. Dental Needles Gauge G30, 100s (Tercimo)	Box	8	18,400.00
8. Disposable Cups for Dental extraction,100s	Pack	20	5,700.00
9. Medical Gloves, Disposable, Small, 100s (Surgitect)	Box	8	3,280.00
10. Dental Gloves, Disposable, Small, 100s (Surgitect)	Box	20	8,200.00
11. Temporary Filling Material (IRM)	Bottle	2	3,800.00

For ORMIN Pharmaceutical Distribution

ARIEL PANGALINAN

Authorized Representative/Witness

For ORMIN Pharmaceutical Distribution

LOLITA BANTATUA PENDON

Proprietor/Owner

For Occidental Mindoro State College

GRACE M. ANCHETA, CPA

Accountant III

For Occidental Mindoro State College

ARNOLD N. VENTURINA, PhD

SUC President II

12. Glucometer Strips, 50s for Accucheck	Box	2	3,800.00
13. Combur 10M Test Strips, 100s (Roche)	Canister	1	4,200.00
14. Cholesterol, 10s (Kernel Strips)	Canister	14	28,000.00
15. Uric Acid, 25s (Kernel Strips)	Canister	8	19,040.00
16. Glucose, 25s (Kernel Strips)	Canister	8	7,600.00
17. Lancets for Kernel MultiCheck, 200s (Secure)	Box	2	1,000.00
18. Phenyl, Chlorphenamine Cap (BioFlu)	Box	52	62,400.00
19. Phenyl, Chlorphenamine, Dextrometorphan (Congestril)	Box	20	15,900.00
20. Phenylpropanolamine Paracetamol (Sydex)	Box	20	18,800.00
21. Carboceistene Cap 500mg Tablet, 100s (Remucol)	Box	20	37,800.00
22. Butamirate citrate 50mg Tablet, 100s (Sinecod Forte)	Box	20	58,000.00
23. Ambroxol 30mg Tablets, 100s	Box	20	47,000.00
24. Salbutamol and Guafenesin Capsules 2mg/100mg, 100s	Box	16	32,000.00
25. Salbutamol Nebules 2.5mg/2.5ml, 30s (Ventomax)	Box	16	32,000.00
26. Paracetamol 80mg Tablets, 500s (Kiddie Neospilet)	Box	1	4,500.00
27. Paracetamol 325mg Tablets, 500s (Tempra)	Box	1	4,500.00
28. Paracetamol 500mg Tablets, 500s (Tempra-Forte)	Box	8	40,000.00
29. Paracetamol 500mg Tablets, 100s (Flugart)	Box	16	9,600.00
30. Mefenamic Acid 500mg Capsules, 100s (Plasid)	Box	90	86,850.00
31. Mefenamic Acid 250mg Capsules, 100s (Fenedyl)	Box	4	3,120.00
32. Amoxicillin 250mg Capsules, 100s (Amurex)	Box	20	19,000.00
33. Amoxicillin 500mg Capsules, 100s (Semohl)	Box	15	16,500.00
34. Cefalexin 500mg Capsules, 100s (Exel)	Box	20	23,000.00
35. Cloxacillin 250mg Capsules, 100s (DM)	Box	10	12,700.00
36. Cloxacillin 500mg Capsules, 100s (Kioxitas)	Box	15	24,000.00
37. Cotrimoxazole 500mg Tablets, 100s (Septrol)	Box	20	30,000.00
38. Norfloxacin 400mg Tablets, 100s (Urinox)	Box	20	34,000.00
39. Metronidazole 500mg Tablets, 100s (Flagex)	Box	10	13,750.00
40. Isosorbide Mononitrate 5mg Tablets, 100s (Isordil)	Box	2	4,800.00
41. Clonidine 75mg Tablets, 100s (Catapres)	Box	2	10,200.00
42. Tranexamic Acid 25mg, 100s (Hemostan)	Box	20	72,000.00
43. Tranexamic Acid 500mg, 100s (Hemoxin)	Box	20	78,000.00
44. Hentidine 0.1% 120ml (Bactidol)	Bottle	15	5,850.00
45. Mupiricin 2% 15gm ointment	Tube	15	9,450.00
46. Clotrimazole Cream 4gm (Canesten)	Tube	15	6,300.00
47. Crotamiton lotion 60ml (Eurax)	Bottle	10	6,200.00
48. Silver Sulfadiazone 20mg	Tube	15	9,000.00
49. Lidocaine Dental Anesthesia, 50s (3Mxylestecine)	Tins	10	30,750.00
50. Dental Surface Anesthesia 10% Spray 50ml (Xylocaine)	Canister	1	4,100.00
51. ATS 1500 IU	Ampule	10	1,600.00
52. ATS 3000 IU	Ampule	10	3,200.00
53. Tetanus Toxoid 0.5ml	Ampule	10	1,900.00
54. Povidone Iodine Gallon	Bottle	3	6,000.00
55. Povidone Iodine 10% 120ml	Bottle	5	1,450.00
56. Efficascent Oil 120ml (Rhea)	Bottle	5	1,350.00
57. Ethyl Alcohol 500ml (Cleene)	Bottle	18	2,700.00
58. Steam Inhalant Solution 50ml (Rhea)	Bottle	1	290.00

- 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.

For ORMIN Pharmaceutical Distribution

For ORMIN Pharmaceutical Distribution

For Occidental Mindoro State College

For Occidental Mindoro State College

ARIEL PANGILINAN

Authorized Representative/Witness

LOLIT BANTATUA FENDON

Proprietor/Owner

GRACE M. ANCHETA, CPA

Accountant III

ARNOLD N. VENTURINA, PhD

SUC President II

5. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
- General Conditions of Contract
 - Special Conditions of Contract
 - the Bid Form and the Price Schedule submitted by the Bidder including the annexes in two envelopes;
 - the Schedule of Requirements;
 - the Technical Specifications;
 - Invitation to Bid
 - Instruction to Bidders
 - Notice of Award
 - Performance Bond
 - 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
SUC President II


GRACE M. ANCHETA, CPA
Accountant III/Witness

ORMIN Pharmaceutical Distribution

Represented by:


LOLITA B. RENDON
Proprietor / Owner

In the Presence of:

ARIEL PANGNINAN
Authorized Representative / Witness

For ORMIN Pharmaceutical Distribution

For ORMIN Pharmaceutical Distribution

For Occidental Mindoro State College

For Occidental Mindoro State College

ARIEL P. ANILINAN

Authorized Representative/Witness

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Proprietor/Owner

GRACE M. ANCHETA, CPA

Accountant III

ARNOLD N. VENTURINA, PhD

SUC President II

ACKNOWLEDGEMENT

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

SUBSCRIBED AND SWORN to before me this 24th day of MARCH, 2017, 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	EC6651530	DFA-MANILA	02-01-2016
LOLITA B. PENDON			

WITNESS MY HAND AND SEAL.

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Series of 2017

ATTY. DARWIN G. LUMINATE
Notary Public
Until December 31, 2018
For the Province of Occ. Mindoro
MCLE No. V 0024478 / 12-08-16
RSL No. 6053
IBP No. 93244/SJ
PTR No. 9700624-M/SJ