

CONTRACT FOR THE SUPPLY AND DELIVERY OF MEDICAL/DENTAL SUPPLIES AND EQUIPMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 01 JUL 2015 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 13th Avenue, Cubao, Socorro, 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 16 June 2015;

WHEREAS, the **SUPPLIER'S** bid was determined to be the Single 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 ONE MILLION FOUR HUNDRED THOUSAND EIGHT HUNDRED SIX PESOS AND 0/100 (Php1,400,806.00).

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 **PURCHASE ORDER** 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/DENTAL SUPPLIES & EQUIPMENT with the following Technical Specifications:

Item No.	Description	Qty	Unit	Unit Cost (in Php)	Total Cost (in Php)
1	Alcohol 500 mL, J.	1	pc	150.00	150.00
2	Bandage Gel for Hand	1	pc	145.00	145.00
3	Bandage, elastic, Flesh, 2 x 5	21	pc	122.00	2,562.00
4	Bandage, elastic, Flesh, 3 x 5	20	pc	135.00	2,700.00
5	Bandage, Triangular	5	pc	45.00	225.00
6	Basin, kidney, Plastic	15	pc	95.00	1,425.00
7	Combur 10M Test Strips, 100s	1	canister	4,000.00	4,000.00
8	Control Solution for Accutrend (cholesterol, triglycerides, glucose)	3	bottle	2,595.00	7,785.00
9	Cotton Applicator, wooden	10	pc	280.00	2,800.00
10	Cotton Applicator, 100s	4	pack	302.00	1,208.00

For SEAMMED PHARMA

[Signature]
Witness

For SEAMMED PHARMA

[Signature]
ARIEL B. PANGILINAN
Authorized Representative

For Occidental Mindoro State College

[Signature]
GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College

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

For SEAMMED PHARMA


Witness

For SEAMMED PHARMA


ARIEL D. PANGILINAN
Authorized Representative

For Occidental Mindoro State College

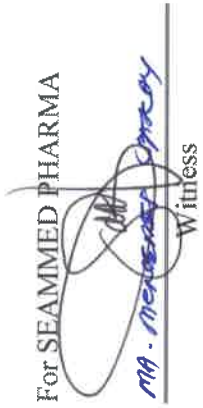

GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

11	Cotton Balls, 300s	48	pack	280.00	13,440.00
12	Cotton, absorbent	1	pc	250.00	250.00
13	Cups, disposable for Dental extraction, 100s	10	pack	300.00	3,000.00
14	Diagnostic Lamp	1	pc	335.00	335.00
15	Dental Bib, 100s	7	pack	1,800.00	12,600.00
16	Dental Burs, high speed (diamond), Inverted (SML)	6	pc	385.00	2,310.00
17	Dental Burs, high speed (diamond), Round (SML)	12	pc	390.00	4,680.00
18	Dental Burs, high speed (diamond), straight (SML)	6	pc	390.00	2,340.00
19	Dental Needles, Gauge 30, 100s	7	box	2,500.00	17,500.00
20	Eye Patches, sterile	38	pack	120.00	4,560.00
21	First aid Bag	1	pc	375.00	375.00
22	Forcep	1	pc	225.00	225.00
23	Forceps, Kelly, straight and Curved	20	pc	230.00	4,600.00
24	Forceps, Tissue	7	pc	225.00	1,575.00
25	Gauze Pad 2x2	5	box	145.00	725.00
26	Gauze, sterile, 2x2, 100s	12	box	950.00	11,400.00
27	Gauze, sterile, 3x3, 100s	9	box	950.00	8,550.00
28	Gauze, sterile, 4x4, 100s	16	box	1,100.00	17,600.00
29	Gloves, Disposable, assorted size	57	box	400.00	22,800.00
30	Gloves, Surgical, Latex, sizes 6, 7, 7.5, 8	34	pc	50.00	1,700.00
31	Glucometer Strips, 50s for Accucheck	4	box	1,800.00	7,200.00
32	Half Round Needle for Dental Suturing	1	pc	1,800.00	1,800.00
33	Hot Water Bag	1	pc	135.00	135.00
34	Ice Bag	1	pc	140.00	140.00
35	Kernel Strips, 25s Glucose	6	canister	900.00	5,400.00
36	Kernel Strips, 25s, Cholesterol	13	canister	1,900.00	24,700.00
37	Kernel Strips, 25s, Uric Acid	8	canister	2,400.00	19,200.00
38	Lancets for Accutrend MultiCheck, 100s	1	box	550.00	550.00
39	Lancets for Kernel MultiCheck, 100s	3	box	600.00	1,800.00
40	Linen/Sheet, White, standard	5	pc	675.00	3,375.00
41	Mask, disposable	23	pc	400.00	9,200.00
42	Masks, Disposable, 50s	11	box	400.00	4,400.00
43	Micropore 3cm	1	pc	45.00	45.00
44	Micropore, 1", 3M, 125	15	box	1,600.00	24,000.00
45	Oxygen Tank Regulator	4	cyl	2,700.00	10,800.00
46	Oxygen Tank, 50 lbs	3	cyl	7,000.00	21,000.00
47	Penlight with Batteries	14	pc	145.00	2,030.00
48	Scissor, for Bandage	7	pc	240.00	1,680.00
49	Sphygmomanometer, Digital Arm Type	1	pc	7,500.00	7,500.00
50	Spine Board	1	pc	4,800.00	4,800.00
51	Splints	1	set	400.00	400.00
52	Sterile Gauze 4x4	10	pc	90.00	900.00
53	Stethoscope	1	pc	2,000.00	2,000.00
54	Stitch Remover, Scissors	1	pc	300.00	300.00
55	Strips for Accutrend, 25s (cholesterol)	6	box	5,000.00	30,000.00
56	Surgical Silk, 3.00 100	1	pack	1,900.00	1,900.00
57	Tackle Box, Large (Heavy Duty)-For First Aid Kit	12	pc	570.00	6,840.00
58	Tape Measure	1	pc	30.00	30.00
59	Temporary Filling Material	3	bottle	1,950.00	5,850.00
60	Thermometer, digital	13	pc	135.00	1,755.00
61	Tongue Depressor, 100s	3	pack	250.00	750.00
62	Transparent Strips, 100s	8	box	150.00	1,200.00
63	Water Bag (hot and cold)	16	pc	140.00	2,240.00
64	Alcamforado 120 mL	5	bottle	140.00	700.00

For SEAMMED PHARMA


MA. Mercedes S. Sison
Witness

For SEAMMED PHARMA

For Occidental Mindoro State College

For Occidental Mindoro State College


ARIEL D. PANGILINAN
Authorized Representative


GRACE M. ANCHETA, CPA
Accountant III


ARNOLD N. VENTURINA, PhD
SUC President II

65	Aluminum Hydroxide, Magnesium Hydroxide	18	box	1,150.00	20,700.00
66	Ambroxol 30 mg Tablets, 100s (Ambrosel)	3	box	2,400.00	7,200.00
67	Amoxicillin 250 mg Capsules, 100s (Epitrexil)	3	box	1,100.00	3,300.00
68	Amoxicillin 500 mg Capsules, 100s	37	box	1,150.00	42,550.00
69	Antamine Injectible 10 mg, 10 mL	10	box	300.00	3,000.00
70	Aromatic Spirit of Ammonia 15 mL	39	bottle	90.00	3,510.00
71	ATS 1500 IU	25	ampule	165.00	4,125.00
72	ATS 3000 IU	25	ampule	330.00	8,250.00
73	Bethamethasone Dexchlorphenamine Maleate	438	box	29.50	12,921.00
74	Butamirate citrate 50 mg Tablet	5	box	2,550.00	12,750.00
75	Carbocisteine 500 mg Tablets, 100s	22	box	1,900.00	41,800.00
76	Carboxymethylcellulose Na Eye Drops 15 mL	4	bottle	500.00	2,000.00
77	Cefalexin 500 mg Capsules, 100s (Barcef)	36	box	1,150.00	41,400.00
78	Cetirizine 10 mg, 100s (Rizine)	5	box	1,850.00	9,250.00
79	Cidex Solution	3	gallon	2,300.00	6,900.00
80	Clonidine HCl 75 mcg Tablets, 100s	2	box	2,950.00	5,900.00
81	Clotrimazole Cream 1% 5 grams Cream	8	tube	420.00	3,360.00
82	Cloxacillin 250 mg Capsules, 100s (DM)	2	box	1,300.00	2,600.00
83	Cloxacillin 500 mg Capsules, 100s (Kloxitas)	12	box	1,600.00	19,200.00
84	Cotrimoxazole 800 mg/160 mg Tablets, 100s (Septrol)	7	box	1,600.00	11,200.00
85	Crotamiton 60 mL Lotion	9	bottle	380.00	3,420.00
86	D5 LR Solution 500 mL (Euromed)	7	bottle	180.00	1,260.00
87	D5 NSS 500 mL (Euromed)	8	bottle	180.00	1,440.00
88	D5 Water 500 mL (Euromed)	7	bottle	180.00	1,260.00
89	Dental Surface Anesthesia 10% Spray 50 mL	5	canister	3,000.00	15,000.00
90	Dexamethasone, Neomycin, Polymyxin	12	bottle	600.00	7,200.00
91	Dextromethorphan HBr, Guaifenesin	4	box	950.00	3,800.00
92	Distilled Water for Injection 50 mL	7	bottle	400.00	2,800.00
93	Domperidone 10 mg, 100s	2	box	2,450.00	4,900.00
94	Ear Drops, Chloramphenicol, 5 mL	7	bottle	275.00	1,925.00
95	Efficascent Oil, 120 mL	5	bottle	270.00	1,350.00
96	Essence Eucalyptus 120 mL	3	bottle	330.00	990.00
97	Eugenol Liquid	3	bottle	980.00	2,940.00
98	Eye Drops, for Red eyes 15 mL	5	bottle	200.00	1,000.00
99	Eye Drops, chloramphenicol, 5 mL	6	bottle	280.00	1,680.00
100	Eye Drops, Inoflox, 5 mL	7	bottle	490.00	3,430.00
101	Eye Drops, Olopatidine HCl, 15 mL	4	bottle	700.00	2,800.00
102	Hexetidine 0.1% 120 mL (Bactidol)	33	bottle	400.00	13,200.00
103	Hydrogen Peroxide 10 volumes 120 mL	17	bottle	115.00	1,955.00
104	Hydrogen Peroxide 10 volumes 500 mL	18	bottle	350.00	6,300.00
105	Hyoscine N-Butylbromide 10 mg Tablet, 100s	18	box	2,050.00	36,900.00
106	Hyoscine N-Butylbromide and Paracetamol	11	box	2,505.00	27,555.00
107	Isosorbide Mononitrate 5 mg Tablets, 100s	2	box	1,250.00	2,500.00
108	Lidocaine Dental Anaesthesia, 50s Aylocaine	18	tins	3,350.00	60,300.00
109	Liquid Soap 500 mL	12	bottle	180.00	2,160.00
110	Loperamide 2 mg Tablet, 100s (Diatabs)	20	box	850.00	17,000.00
111	Loperamide 2 mg Tablet, 100s (Immodium)	3	box	850.00	2,550.00
112	Loratidine 5 mg + Bethamethasone 250 meg, 100s	2	box	3,700.00	7,400.00
113	LR Solution, 500 mL, plain (Euromed)	7	bottle	180.00	1,260.00
114	Manzanilla 120 mL	7	bottle	145.00	1,015.00
115	Meclizine HCl 12.5 mg Chewable Tablets, 100s (Bonamine)	1	box	2,450.00	2,450.00
116	Meclizine HCl 25 mg Chewable Tablets, 100s (Bonamine)	7	box	2,000.00	14,000.00
117	Mefenamic Acid 250 mg Capsules, 100s (Fenady)	2	box	800.00	1,600.00
118	Mefenamic Acid 500 mg Capsules, 100s (Plasid)	57	box	970.00	55,290.00

For SEAMMED PHARMA

For SEAMMED PHARMA

For Occidental Mindoro State College

For Occidental Mindoro State College

[Signature]
Witness

ARIEL D. PANGILINAN
Authorized Representative

GRACE M. ANCHETA, CPA
Accountant III

ARNOLD N. VENTURINA, PhD
SFC President II

119	Metoclopramide HCl 10 mg, 100s	3	box	1,215.00	3,645.00
120	Metronidazole 500 mg Tablets, 100s (Flagex)	1	box	1,700.00	1,700.00
121	Mupirocin 2% 15 gm Ointment	16	tube	590.00	9,440.00
122	Norfloracin 400 mg Tablets, 100s	1	box	1,800.00	1,800.00
123	Oresol, Sachet	10	pack	235.00	2,350.00
124	Paracetamol 80 mg Tablets,	1	box	2,000.00	2,000.00
125	Paracetamol 500 mg Tablets,	3	box	5,100.00	15,300.00
126	Paracetamol 325 mg Tablets, 500s	1	box	5,000.00	5,000.00
127	Paracetamol 500 mg Tablets, 100s	38	box	600.00	22,800.00
128	Paracetamol, Phenylpropanolamine (Congestril)	12	box	790.00	9,480.00
129	Phenylpropanolamine and Paracetamol	4	box	950.00	3,800.00
130	Phenylpropanolamine HCl, Chlophenamine	49	box	1,200.00	58,800.00
131	Povidone Iodine	4	gallon	2,000.00	8,000.00
132	Povidone Iodine 10% 120 mL	24	bottle	295.00	7,080.00
133	Povidone Iodine 10% 15 mL	4	bottle	135.00	540.00
134	Povidone Iodine 120 mL	10	bot	305.00	3,050.00
135	Povidone Iodine 250 mL	5	bottle	425.00	2,125.00
136	Salbutamol and Guaifenesin Capsules 2mg/100	4	box	2,000.00	8,000.00
137	Salbutamol Nebules 2.5 mg/2.5 mL, 30s	9	box	2,000.00	18,000.00
138	Silver Sulfadiazone 20mg	13	tube	600.00	7,800.00
139	Sodium Chloride in PNSS, 0.9% 500 mL	7	bottle	180.00	1,260.00
140	Sodium Chloride Inhalant, 0.9% 2.5 mL	63	bottle	20.00	1,260.00
141	Sodium Chloride Irrigation Solution, 0.9% 1L	19	bottle	180.00	3,420.00
142	Steam Inhalant Solution 50 mL	4	bottle	300.00	1,200.00
143	Tetanus Toxoid 0.5 mL	25	ampule	195.00	4,875.00
144	Toothache Drops	1	bottle	110.00	110.00
145	Tranexamic Acid 250 mg, 100s	1	box	2,500.00	2,500.00
146	Tranexamic Acid 500 mg, 100s	14	box	3,500.00	49,000.00
147	Bed, hospital	3	unit	11,700.00	35,100.00
148	Stretcher, Gurney Type with Adjustable Head Part	1	unit	14,500.00	14,500.00
149	Wheel Chair, Heavy Duty, reclining	1	unit	9,700.00	9,700.00
150	Pillow, standard	6	pc	350.00	2,100.00
151	Pillow Case, White, standard	16	pc	315.00	5,040.00
152	Dental Chair	1	unit	147,500.00	147,500.00
153	Examination Light, standing	1	pc	1,800.00	1,800.00

2. 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.
3. The Implementing Rules and Guidelines regarding Adjustment of the Contract Prices adopted and approved by the government will be applied in this Contract.
4. 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:

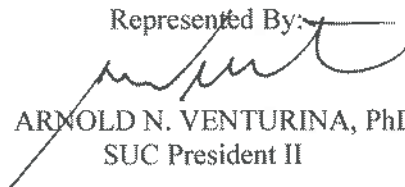
"an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned."

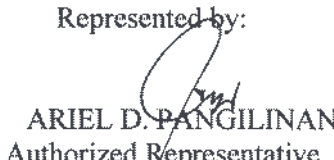
7. No extension of Contract whatsoever shall be granted to the SUPPLIER due to ordinary unfavorable weather conditions, non-availability of equipment or supplies to be furnished by the same, labor problems and such causes for which the government is not directly responsible, or when time affected activities 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

SEAMMED PHARMA

Represented By: 
ARNOLD N. VENTURINA, PhD
SUC President II

Represented by: 
ARIEL D. PANGILINAN
Authorized Representative

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


MA. MERCEDES ARROY
Witness

For SEAMMED PHARMA


MA. MEREDITH SAKRY
Witness

ACKNOWLEDGEMENT


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

SUBSCRIBED AND SWORN to before me this 01 day of July, 2015, 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.

<u>Name</u>	<u>ID No.</u>	<u>Issued At</u>	<u>Issued On</u>
ARNOLD N. VENTURINA	PRC ID 0269987	PRC Manila	11-06-2015
ARIEL D. PANGILINAN			

WITNESS MY HAND AND SEAL.

Doc. No. 101
Page No. 23
Book No. 32
Series of 2015


DARWIN G. LUMINTANG
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
PTR NO. 4287001-11-7-2014
IRP NO. 96326211-12-2011

For SEAMMED PHARMA


ARIEL D. PANGILINAN
Authorized Representative

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

General Conditions of the Contract

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

For SEAMMED PHARMA

MA. MENCERES GARCIA
Witness

For SEAMMED PHARMA

[Signature]
ARIEL D. PANGILINAN
Authorized Representative

For Occidental Mindoro State College

[Signature]
GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College

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

2. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

For SEAMMED PHARMA

MM - MAF108/25/15

Witness

For SEAMMED PHARMA

[Signature]
ARIEL D. PANGILINAN

Authorized Representative

For Occidental Mindoro State College

[Signature]
GRACE M. ANCHETA, CPA

Accountant III

For Occidental Mindoro State College

[Signature]
ARNOLD N. VENTURINA, PhD

SUC President II

For SEAMMED PHARMA

MAR - MENCENAS
Witness

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

6.1. The GOODS and Related Services to be provided shall be as specified in Section Vi. Schedule of Requirements.

6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

For SEAMMED PHARMA

Ariel D. Pangilinan
ARIEL D. PANGILINAN
Authorized Representative

For Occidental Mindoro State College

Grace M. Ancheta
GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College

Arnold N. Venturina
ARNOLD N. VENTURINA, PhD
SUC President II

For SEAMMED PHARMA


Witness

7. **Subcontracting**

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. **Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC Clause 6**.

9. **Prices**

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC Clause 29**.

10. **Payment**

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC Clause 17**.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC Clause 6.2**, and upon fulfillment of other obligations stipulated in this Contract.

For SEAMMED PHARMA


ARIEL D. PANGILINAN
Authorized Representative

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

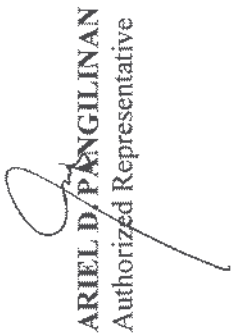
For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

For SEAMMED PHARMA


Witness

For SEAMMED PHARMA


ARIEL D. PANGILINAN
Authorized Representative

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

11.2. For Goods supplied from abroad, the terms of payment shall be as follows:

(a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

(b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties


The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.

13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

For SEAMMED PHARMA


MA. MARGENES GARCIA
Witness

For SEAMMED PHARMA


ARIEL D. PANGILINAN
Authorized Representative

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and **Section VII. Technical Specifications** shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

For SEAMMED PHARMA



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Witness

- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

For SEAMMED PHARMA


ARIEL B. CANGILINAN
Authorized Representative

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SEC President II

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, 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. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A.

For SEAMMED PHARMA

MA - MARCELO CANTERO
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For SEAMMED PHARMA

[Signature]
ARIEL D. PANGILINAN
Authorized Representative

For Occidental Mindoro State College

[Signature]
GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College

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

9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”

20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. **Liability of the Supplier**

21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. **Force Majeure**

22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. **Termination for Default**

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent

For SEAMMED PHARMA


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For SEAMMED PHARMA


ARIEL D. PANGILINAN
Authorized Representative


For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
-SUC President II

For SEAMMED PHARMA


Witness

(10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be

For SEAMMED PHARMA


ARIEL D. PANGILINAN
Authorized Representative

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SJC President II

For SEAMMED PHARMA

MA - MESADEV

Witness

established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1 (a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;

For SEAMMED PHARMA

[Signature]
ARIEL B. TANGILINAN
Authorized Representative

For Occidental Mindoro State College

[Signature]
GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College

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

For SEAMMED PHARMA


Witness

- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

For SEAMMED PHARMA


ARIEL D. PANGILINAN
Authorized Representative

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is: <p style="text-align: center;">OCCIDENTAL MINDORO STATE COLLEGE</p>
1.1(i)	The Supplier is: <p style="text-align: center;"><u>SEAMMED PHARMA</u></p>
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through General Fund/Special Trust Fund in the amount of <u>ONE MILLION FOUR HUNDRED THOUSAND EIGHT HUNDRED SIX PESOS AND 0/100 (Php1,400,806.00)</u>
1.1(k)	The Project Site is: <p style="text-align: center;">Occidental Mindoro State College San Jose, Occidental Mindoro Philippines</p>
5.1	The Procuring Entity’s address for Notices is: <p style="text-align: center;">MA. PAZ FATIMA D. PALMARES BAC Chairperson 2/F Administration Building, OMSC Main Campus Rizal St., San Jose, Occidental Mindoro Philippines Telefax No. (043) 491-14-60</p> The Supplier’s address for Notices is: <p style="text-align: center;"><u>ARIEL D. PANGILINAN</u> <u>Authorized Representative</u> <u>SEAMMED PHARMA</u> <u>54-A 13th Avenue, Cubao, Socorro, Quezon City</u></p>
6.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to the Contract are delivered to OMSC Main Campus, Rizal St., San Jose, Occidental Mindoro, Philippines. Risk and title will pass from the Supplier to the OMSC upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.</p> <p>For purposes of this Clause the OMSC’s Representative at the Project Site is <u>Ms. Aileene T. Dagos, Supply Officer.</u></p>

For SEAMMED PHARMA
Mr. MEXERRES
Witness

For SEAMMED PHARMA
ARIEL D. PANGILINAN
Authorized Representative

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

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

For SEAMMED PHARMA


 WITNESS

For SEAMMED PHARMA


 ARIEL D. HANGILINAN
 Authorized Representative

For Occidental Mindoro State College


 GRACE M. ANCHETA, CPA
 Accountant III

For Occidental Mindoro State College


 ARNOLD N. VENTURINA, PhD
 SUC President II

	<p>Insurance –</p> <p>The Goods/Services supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to transportation and delivery. The Goods/Services remain at the risk and title of the Supplier until their final acceptance by the OMSC.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>The OMSC accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the OMSC until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the OMSC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
9	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR-A.
10.1	No further instructions.
10.4	No further instructions.
13.1	No further instructions.
13.4	No further instructions.
13.4(c)	No further instructions.
16.1	The inspections and tests that will be conducted are: As to the quality and quantity specified in Section VII. Specifications.
17.3	Not applicable.
17.4 and 17.5	The period for correction of defects in the warranty period is One (1) week

19.1	<p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the OMSC shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
20.4	<p>In the case of a dispute between the OMSC and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."</p>
21.1	<p>No additional provision or if a joint venture, "All partners to the joint venture shall be jointly and severally liable to the OMSC."</p>

For SEAMMED PHARMA


Witness

For SEAMMED PHARMA


ARIEL D. PANGULINAN
Authorized Representative

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SJC President II