



Republic of the Philippines
DEPARTMENT OF HEALTH
OFFICE OF THE SECRETARY

ORIGINAL

CONTRACT AGREEMENT No. *GOP-C-2018-030*

PROCUREMENT OF FLUORIDE VARNISH
under IB No. *2018-196*

ATTACHMENT 3

SO THE PUBLIC MAY KNOW:

THIS AGREEMENT is made and entered into this DEC 04 2018 day of 20 between:

The **DEPARTMENT OF HEALTH (DOH)**, an executive department of the Republic of the Philippines created pursuant to Executive Order (E.O.) No. 94, s. 1947, transformed under E.O. 102, s. 1999, with postal address at San Lazaro Compound, Rizal Avenue, Sta. Cruz, Manila, Philippines, duly represented by **FRANCISCO T. DUQUE III, MD, MSC, Secretary of Health** herein referred to as "ENTITY".

- AND -

SURGICOM TRADING CORP. JVA WITH S&S ENTERPRISES, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with postal address 16 Sampaguita St., Tomasa Subd., Ususan, Taguig City, represented by **JERWIN V. MEJIA**, hereinafter referred to as "SUPPLIER"

WHEREAS, a competitive bidding process was conducted by the DOH through the **Central Office Bids and Awards Committee** in accordance with Republic Act (RA) No. 9184 and its 2016 Revised Implementing Rules and Regulations (IRR) and the SUPPLIER was determined to have the Lowest Calculated and Responsive Bid to undertake the above captioned procurement project.

WHEREAS, the DOH invited Bids for the **Procurement of Fluoride Varnish** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Php225,723,474.00 (Two Hundred Twenty-Five Million Seven Hundred Twenty-Three Thousand Four Hundred Seventy-Four Philippine Pesos)** hereinafter called "**the Contract Price**".

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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted, including corrections to the bid resulting from the Procuring Entity's bid evaluation; Bid Form and the Price Schedule submitted by the Bidder;
 - (b) Schedule of Requirements;
 - (c) Technical Specifications;
 - (d) General Conditions of Contract;
 - (e) Special Conditions of Contract;
 - (f) Bid Bulletin/s (if any);

CAF # 1459

FRANCISCO T. DUQUE III, MD, MSC
Secretary of Health

MR. JERWIN V. MEJIA
Authorized Representative
Surgicom Trading Corp. JVA with S&S Enterprises, Inc.

MS. LORICA C. RABAGO, CPA, MM
Chief Accountant
Accounting Division, Department of Health
#02-101101-2018-12-1185
225,723,474.00

SIGN HERE

- (g) Performance Security;
(h) Notice of Award; and
(i) Other documents that may be required by existing laws and/or the DOH.

3. In consideration of the payments to be made by the DOH to the SUPPLIER as hereinafter mentioned, the SUPPLIER hereby covenants with DOH to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The DOH hereby covenants to pay the SUPPLIER in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

5. In the event of any discrepancy between this Contract and the Bidding Documents (BDs), the terms, conditions, requirements as stipulated in the BDs shall prevail.

6. Should the DOH be constrained to resort to court action to protect its rights and interests hereunder, the SUPPLIER shall pay the DOH an amount equivalent to twenty percent (20%) of the total sum claimed in the complaint, as and by way of attorney's fees, plus expenses of litigation recoverable under pertinent laws; provided, that attorney's fees shall in no case be less than Twenty Thousand Pesos (Php20,000.00). Venue of such court action shall be laid exclusively in the proper court of Manila, Philippines.

7. Any disputes arising from this Contract shall be subject to Arbitration Law provided by Section 59 of RA No. 9184 and its 2016 revised IRR.

8. Liquidated damages as set forth in the BDs shall be payable in case of breach thereof.

9. Termination of this Contract shall be pursuant to the Guidelines on Termination of Contract as provided for under RA No. 9184.

10. This Contract shall take effect upon receipt by the SUPPLIER of the approved Notice to Proceed unless a different date is stipulated therein. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

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

DEPARTMENT OF HEALTH

FRANCISCO T. DUQUE III, MD, MSc
Secretary of Health

Surigcom Trading Corp. JVA with
S&S Enterprises, Inc.
JERWIN V. MEJIA
Authorized Representative

Signed in the presence of:

MS. LORICA C. RABAGO, CPA, MM
Chief Accountant

MARIA DECILIA MUGHAL
Witness
Surigcom Trading Corp.
JVA with S&S Enterprises, Inc.

Accounting Division, Department of Health
02-101101-12-11385
225, 723, 442.00.
479.00.
div.

CAT #1459

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
_____) S.S.

JAN 11 2019

BEFORE ME, the undersigned Notary Public, this _____ day of _____ 20____ in _____, Philippines personally appeared the following persons with their respective Government I.D. No., to wit:
FRANCISCO T. DUQUE III, MD, MSc
ID No. PRC/ID# 0055729
(SSS, TIN, GSIS etc.)
JERWIN V. MEDIA
ID No. 233-697-172-001
(SSS, TIN, GSIS etc.)

Known to me to be the same persons who acted as principals in the execution of the foregoing Contract for Supply of Goods and Services and they acknowledge to me that the same is their free act and deed and that of the parties they are representing/

This instrument consisting of **three (3) pages**, including this page on which this acknowledgment is written, are signed by the parties on the left hand margin of each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL at the place and date above written.

Doc. No. 108 ;
Page No. 23 ;
Book No. 92 ;
Series of 2018

ATTY. EDUARDO F. ACINABAO
NOTARY PUBLIC for in Taguig City
Until December 31, 2019
IBP O.R. No. 047949 / 9-13-2018
PTR No. A-4221805 / 1-03-2019
MCLE Compliance No. V - 0024438
IBP Roll No. 29548
LC / Bldg. Gen. Luna St., Tukukan Taguig

PS / COBAG

APPROVED PO / CONTRACT

Received by: _____
Date: JAN 10 2019

PS / COBAG

RELEASED: PO / CONTRACT

by: _____
Date: JAN 11 2019