



Republic of the Philippines  
DEPARTMENT OF HEALTH  
OFFICE OF THE SECRETARY

ORIGINAL

CONTRACT AGREEMENT No. *GOP-C-2018-059*

PROCUREMENT OF GLASS IONOMER CEMENT (RESTORATIVE/FILLING  
MATERIAL)  
under IB No. 2018-192

SO THE PUBLIC MAY KNOW:

**NOV 14 2018**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
between the **Department of Health** (hereinafter called "the Entity") of the one part and **Surigicom Trading Corporation** with postal 16 Sampaguita St., Tomasa Subd., Ususan, Taguig City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., Procurement of Glass Ionomer Cement (Restorative/Filling Material) under IB No. 2018-192 has accepted the Bid of the Supplier for the supply of those goods and services in the sum of **Thirty Three Million Three Hundred Thousand Philippine Pesos (Php33,300,000.00)** (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) Central Office Bids and Award Committee (COBAC) Resolution No. 2018-388 dated 19 July 2018
  - b) The Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - c) the Schedule of Requirements;
  - d) the Technical Specifications;
  - e) the General Conditions of Contract;
  - f) the Special Conditions of Contract;
  - g) the Performance Security; and
  - h) the Entity's Notice of Award.

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.

*CAP # 916*

*Meenahay*  
MYRNA C. CABOTAJE, MD, MPH, CESO III  
Undersecretary of Health

*Surigicom*  
MR. JERWIN V. MEJIA  
Authorized Representative  
Surigicom Trading Corp.

*for bag*  
MS. LORICA C. RABAGO, CPA  
Accounting Division, Department of Health  
*12/7/18*  
*dr*  
P 02-101101-2018-11-11395  
P 33,300,000.00

5. Delivery Schedule: Within One Hundred Twenty (120) calendar days upon receipt of the Notice to Proceed (NTP)
6. Terms of Payment: Upon delivery and acceptance.
7. 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.
8. In case of disputes, venue of any court action shall be laid exclusively in the proper court of Manila, Philippines.

**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**


  
**MYRNA C. CABOTAJE, MD, MPH, CESO III**  
Undersecretary of Health

Signed in the presence of:

  
**JERWIN V. MEJIA**  
Surgicom Trading Corporation

**SURGICOM TRADING CORPORATION**

  
**MS. LORICAC C. RABAGO, CPA**  
Accounting Division, Department of Health

  
**MA. DOLORES P. DASALLA**  
Witness  
Surgicom Trading Corporation

902-101101-2018-11-11395  
P33,300,000.00

CAF # 916



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES  
GERWIN T. MEJIA) S.S.

BEFORE ME, the undersigned Notary Public, this DEC 21 2018 day of 20 in MANILA  
Philippines personally appeared the following persons with their respective Government I.D. No., to wit:

Melcaranay  
MYRNA C. CABOTAJE, MD, MPH, CESO III  
ID No. 1991-0195 / DOH / ID  
(SSS, TIN, GSIS etc.)

Gerwin T. Mejia  
GERWIN V. MEJIA  
ID No. CL-03-158979 / DENR LICENCE  
(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. 93 ;  
Page No. 80 ;  
Book No. 79 ;  
Series of 2018

ATTY. JAMES E. MENI  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2019  
PTR NO. 5521052  
IBP NO. 1054408-JAN-5-20  
ADL ID. 55909-4-14-09  
ATTY. EMMANUEL V. MENI

PS / COBAC

APPROVED PO / CONTRACT

Received by: DEC 21 2018

Date: \_\_\_\_\_

PS / COBAC

RELEASED: PO / CONTRACT

by: Gerwin T. Mejia

Date: DEC 21 2018