



PROJECT: Procurement of Medical Supplies (Rebid)

CONTRACT NO.: 2020c-BLSS2(003)-BI-CB014-0056

CONTRACT AGREEMENT

THIS CONTRACT made and entered into this DEC 29 2020 day of _____ 20__ by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Officer-in-Charge Undersecretary for Administration, **ATTY. SALVADOR C. MALANA III** (hereinafter referred to as "**DepEd**"); and **MEDICAL CENTER TRADING CORP.**, represented herein by its President, **LEX TIMBAS**, with office address at Pioneer St. Cor. Shaw Blvd., Pasig City, Philippines, (hereinafter referred to as "**MEDICAL CENTER**").

DepEd and **MEDICAL CENTER** are collectively called "**PARTIES.**"

WHEREAS, **DepEd** invited bids for the procurement of medical supplies consisting of nine (9) lots and received bids from six (6) bidders; **DepEd** opened, read, and evaluated the bids of the six (6) bidders, and, after evaluation, **DepEd** post-qualified and declared the bid of **MEDICAL CENTER** as the lowest calculated responsive bid for **Lot 4** in the sum of **PHILIPPINE PESOS TWENTY-FOUR MILLION, THREE HUNDRED EIGHTY-TWO THOUSAND, SIX HUNDRED FORTY-EIGHT and 50/100 (PhP24,382,648.50) ONLY**, (hereinafter called the "**Contract Price**"), detailed as follows:

Lot No.	Region	No. of Set	Item Description	Amount (in Php)
Medical Supplies				
4	NCR	6	1) Glucometer strips	24,382,648.50
	CAR	81	2) Lancets, glucometer appropriate, 100s/box	
	I	142	3) Cotton balls	
	II	137	4) Cotton pledgets, 200 tips/box	
	III	140	5) Gauze pad	
	IVA	88	6) Hypoallergenic plaster, 1"	
	IVB	29	7) Medicated adhesive strips, 100 strips/box	
	V	117	8) Tongue depressor	
			9) Elastic bandage	
			10) Face mask	
			11) Nebulizing kit, pediatric mask	
			12) Nebulizing kit, adult mask	

MEDICAL CENTER's Witness

MEDICAL CENTER

DEPED's Witness

Office of the Undersecretary for Administration

[Signature]
 ANNALEA T. HINAGPIS


[Signature]
 LEX TIMBAS

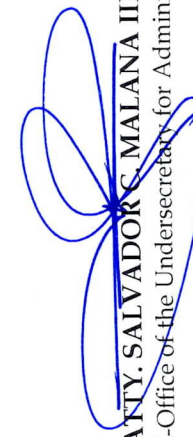
[Signature]
 LOPEZ S. SANTOS III
 Executive Assistant IV
 OIC - Director IV
 BLSS-Office of the Director

[Signature]
 ATTY. SALVADOR C. MALANA III


ARNELA T. HWANG
 MEDICAL CENTER's Witness


LEX TIMBAS
 MEDICAL CENTER


LOPEZ B. SANTOS III
 Executive Assistant IV
 OIC - Director, IV
 ELSS-Office of the Director
 DEPED's Witness


ATTY. SALVADOR C. MALANA III
 OIC-Office of the Undersecretary for Administration

			13) Oxygen nasal cannula 14) Medicine dropper 15) Medicine cups 16) 70% ethyl alcohol, 500ml 17) Povidone iodine 18) Surgical gloves 19) Hydrogen peroxide 20) Soap 21) Sanitary pads 22) Disinfectant All-Purpose Cleaner Alkyl Dimethyl benzylammonium chloride with ethanolamine (C12 67% C14 25% C16 7% C8-C10-C18 1%) 19 oz. 23) Permethrin Lotion 24) Aneroid sphygmomanometer with stethoscope 25) Thermometer (axillary) 26) Medical Retractable Tape Measure 27) Diagnostic Penlight Otoscope 28) Glucometer (Glucose Meter) 29) Magnifying lens 30) Tuning fork 31) Pick-up forceps 32) Bandage scissors 33) Kidney basin 34) Ice cap 35) Hot water bag 36) Ice chest	
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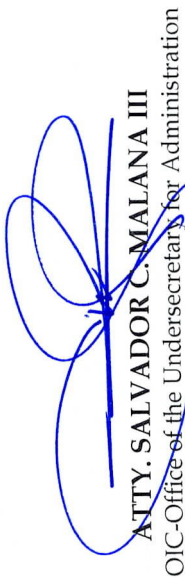
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. Philippine Bidding Documents (PBD);

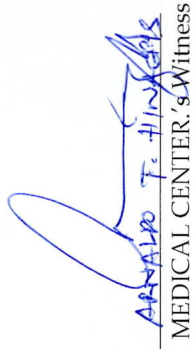

ARNALO T. HINGABTA
MEDICAL CENTER's Witness

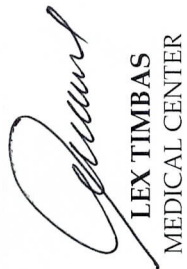

LEX TIMBAS
MEDICAL CENTER


LOPE B. SANTOS III
Executive Assistant IV
OIC - Director IV
BLSS-Office of the Director
DEPED's Witness

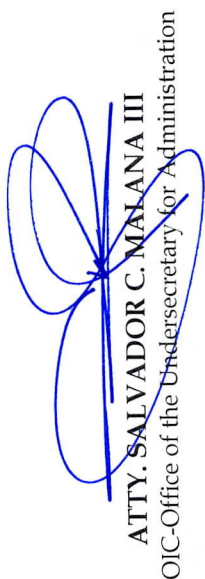

ATTY. SALVADOR C. MALANA III
OIC-Office of the Undersecretary for Administration

- a. Schedule of Requirements;
 - b. Technical Specification;
 - c. General and Special Conditions of the Contract; and
 - d. Bid Bulletin No. 1 dated 11 November 2020, Bid Bulletin No. 2 dated 17 November 2020 and Bid Bulletin No. 3 dated 19 November 2020;
- ii. **MEDICAL CENTER's** bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Performance Security;
 - iv. Notice of Award of Contract and **MEDICAL CENTER's** conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. **MEDICAL CENTER** agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and warranty Security, shall form part of the Contract.
3. The goods and services referred to in this Contract shall be delivered to the Project Site/s within **one hundred twenty (120) calendar days** from receipt of **MEDICAL CENTER** of the Notice to Proceed;
4. **MEDICAL CENTER** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The performance security shall be posted in favor of **DepEd**, and shall be forfeited in the event it is established that **MEDICAL CENTER** is in default of any of its obligation under the contract. The performance security shall be in force and effect until issuance by **DepEd** of the Certificate of Final Acceptance. For this purpose, **MEDICAL CENTER** undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from **DepEd**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued;
5. The goods supplied under this Contract should conform to Section VII. Technical Specifications and to the standards mentioned in Section VI. Schedule of Requirements, or as amended by subsequently issued Bid Bulletin, if any, and must be in accordance with the technical specifications of the items as offered in the bid; or in case where samples were submitted and evaluated during the post-qualification stage of the procurement, in accordance with the technical specifications of the approved samples. Any proposal to deliver items of equivalent, higher or superior technical specifications, in lieu of those of the approved bids or


ARALDO F. HINALE
MEDICAL CENTER's Witness


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OIC-Office of the Undersecretary for Administration

samples shall be discretionary to **DepEd** and is subject to the evaluation and recommendation of the end-user or implementing units and the approval of the herein authorized representative and signatory;

6. In consideration of the **Contract Price** mentioned herein to be paid by **DepEd** to **MEDICAL CENTER**, **MEDICAL CENTER** hereby covenants to provide all of the incidental and additional services as specified in Section VI. Schedule of Requirements, or as amended by subsequently issued Bid Bulletin, if any, and should be in accordance with the terms and/or specifications indicated therein or otherwise contemplated by the parties;


7. Goods delivered with defects or non-compliant with the required specifications shall be rejected by **DepEd** and replaced by **MEDICAL CENTER**. **DepEd** shall have the option to inspect **MEDICAL CENTER**'s premises covered by the **Contract**, at any time or stage of the contract implementation, to monitor and assess **MEDICAL CENTER**'s capacity to discharge its contractual obligations;

8. **MEDICAL CENTER** shall deliver the goods to the project site - **DepEd** Elementary Schools, unless otherwise instructed by **DepEd**. Goods delivered to another project site other than **DepEd** Elementary Schools without **DepEd**'s written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents, reports submitted and validated by the authorized receiving personnel may be a possible cause for termination of the **Contract**;

9. In case **MEDICAL CENTER** encounters condition(s) impeding timely delivery of the goods, **MEDICAL CENTER** shall promptly notify **DepEd** in writing of such condition(s), and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such request have become apparent. **MEDICAL CENTER** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;

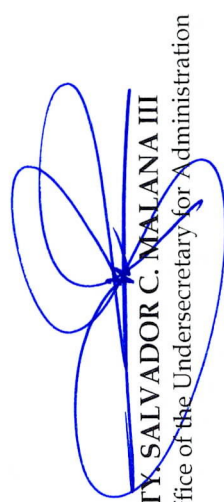
10. The **Contract Price** shall be paid to **MEDICAL CENTER** in accordance with the following disbursement procedures:

10.1. An advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable Letter of Credit or Bank Guarantee of an equivalent amount must be submitted, and shall remain valid until the goods are delivered, and accompanied by a claim for advance payment;


ARVALDO J. HERNANDEZ
MEDICAL CENTER's Witness


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MEDICAL CENTER


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Executive Assistant IV,
OIC - Director IV
BISB-Office of the Director
DEPED's Witness


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10.2. **MEDICAL CENTER** may submit a request for payment based on monthly Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; (ii) Inspection and acceptance reports, including certification by **MEDICAL CENTER**, as approved by the duly authorized representative of **DepEd**, that the items have been delivered and/or properly installed and commissioned in accordance with the contract. Other documents in support of a request for payment may be prescribed by **DepEd** pursuant to existing disbursement, accounting and auditing rules and procedures;

10.3. Subject to the recoupment of the advance payment contemplated in Clause 10.1 above, and retention contemplated in the immediately succeeding clause, payment shall be made to **MEDICAL CENTER** within sixty (60) days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DepEd**, in the following manner:

10.3.i. One hundred percent (100%) of payment shall be made upon one hundred percent (100%) completion/delivery of the requirement under this Contract duly delivered and accepted by **DepEd**'s authorized representative;

10.3.ii. Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.

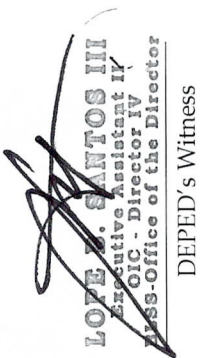
11. Payments shall be subject to the Warranty provision in the form of either retention money in an amount equivalent to three percent (3%) of every progress payment, or a special bank guarantee in the amount equivalent to three percent (3%) of the Contract Price, as provided under Section 62.1 of R.A. 9184 and its Revised IRR;

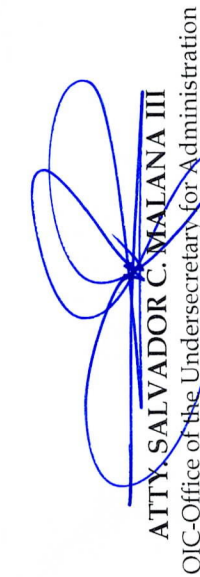
11.1. In case **MEDICAL CENTER** opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above;

11.2. Warranty shall be for a period of three (3) months for expendable supplies and one (1) year for non-expendable


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MEDICAL CENTER's Witness


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supplies or equipment reckoned from the date of acceptance of the goods at the project site;

11.3. A comprehensive and onsite warranty for the procured items shall be applied. The said warranty shall reckon from the date of issuance of a Certification by DepEd that the delivered goods have been duly inspected and accepted (i.e., final acceptance);

11.4. The period for correction of defects covered by the warranty period is within thirty (30) calendar days from receipt by MEDICAL CENTER of any claim arising from the warranty;

11.5. For defects arising from within the first half of the warranty period, DepEd may opt to demand for recall and replacement of the defective items. On the other hand, for defects arising from the onset until the expiry of the warranty period, DepEd may ask for repairs of the defective items.

12. MEDICAL CENTER shall be liable for liquidated damages for the delay in its performance of the Contract in 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 recipient school concerned. DepEd shall deduct the liquidated damages from any money due or which may become due to MEDICAL CENTER, or collect from any of the securities or warranties posted by the MEDICAL CENTER, whichever is convenient to DepEd. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, DepEd may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

13. The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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

SIGNED, SEALED AND DELIVERED BY:

ATTY. SALVADOR C. MALANA III
Officer-in-Charge Undersecretary for Administration
DEPARTMENT OF EDUCATION



LEX TIMBAS
CEO/President
MEDICAL CENTER
TRADING CORP.

SIGNED IN THE PRESENCE OF:

LOPE B. SANTOS III
Executive Assistant II/
OIC - Director IV
BLSS-Office of the Director

DepEd's Witness

ARNALDO T. HINAYAG
MEDICAL CENTER
TRADING CORP.'s Witness

CERTIFIED FUNDS AVAILABLE: **₱24,382,648.50**

MA. RHUNNAL CATALAN

Chief Accountant
mwb

(OAS # 09488)
310400100011000 - **₱24,382,648.50**
ALLOTMENT AVAILABLE (Cont.)

✓ **SELWYN C. BRIONES**
Supervising Administrative Officer
OIC, Budget Division

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for **PASIG CITY**,
Philippines, this **DEC 29** day of **2020** 20 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

ATTY. SALVADOR C. MALANA III
Officer-in-Charge
Undersecretary for Administration
DEPARTMENT OF EDUCATION

LEX TIMBAS
President
MEDICAL CENTER TRADING CORP.

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of eight (8) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

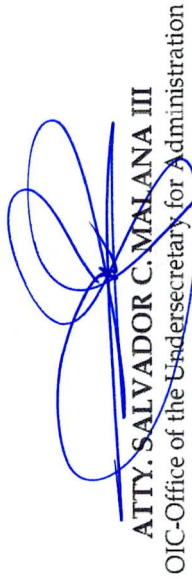
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Page No. 83;
Book No. CC 4901
Series of 50

EDWIN G. CONDAYA
NOTARY PUBLIC
PASIG PATEROS & SAN JUAN
UNTIL DEC 31, 2020
NOTARY PUBLIC
PTR NO. 6423914 1-2-20
BP NO. 056031/APPT. NO. 5412019-20
ROLL NO. 26683
TIN NO. 210-588-191-000
MCLE V- 0004493
2ND FLLOOR APMAL BLDG. URBANO
MELASCO AVE. MALINAO, PASIG CITY


ATTY. SALVADOR C. MALANA III
OIC-Office of the Undersecretary for Administration


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BLSO-Office of the Director
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