

Municipality of Manaoag

Reference Number 7125853
Purchase of Various Medicines for RHU
Municipal Hall, Manaoag, Pangasinan

Standard Form Number: SF-GOOD-49
Revised on: May 24 2004

Republic of the Philippines
Municipality of Manaoag
Manaoag, Pangasinan
(075)5290301/(075)5192388
www.manaoag.gov.ph
mpdc_manaoag@yahoo.com

Notice of Award

August 19, 2020

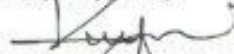
MS. MILAGROS KALONG
Authorized Representative
CGMP Medical Distributors
51 San Miguel Drive Cortijos De San Rafael,
Rodriguez, Rizal

Dear Madam:

We are happy to notify you that the Purchase of Various Medicines for RHU, Municipal Hall, Manaoag, Pangasinan is hereby awarded you as the Bidder with the Lowest Calculated and Responsive Bid at a Contract Price equivalent to Three Hundred Twelve Thousand Three Hundred Seventy Pesos & 30/100 Centavos (P312,370.30).

You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,



KIM MIKAEL G. AMADOR
Municipal Mayor

Conforme:



MILAGROS KALONG
CGMP Medical Distributors

8-21-2020



Republic of the Philippines
Province of Pangasinan
MUNICIPALITY OF MANAOAG
-oOo-

**CONTRACT AND AGREEMENT
FOR THE
PURCHASE OF VARIOUS MEDICINES FOR RHU,
MUNICIPAL HALL, MANAOAG, PANGASINAN**

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 24th day of August, year 2020 at Manaoag, Pangasinan by and between

The MUNICIPALITY OF MANAOAG represented by HON. KIM MIKAEL G. AMADOR, Municipal Mayor, Manaoag, Pangasinan as the PARTY OF THE FIRST PART, hereinafter called the EMPLOYER duly authorized for this purpose,

AND

CGMP MEDICAL DISTRIBUTORS, a sole proprietor duly organized by virtue of the existing Laws of the Republic of the Philippines represented by MS. MILAGROS KALONG with office address at #51 San Miguel Drive, Cortijos de San Rafael, Rordiguez, Rizal, who has been authorized for this purpose as the PARTY OF THE SECOND PART hereinafter called the CONTRACTOR,

WITNESSETH

WHEREAS, the EMPLOYER is desirous that the DELIVERY OF GOODS should be executed by the SUPPLIER, viz: Purchase of Various Medicines for RHU, Municipal Hall, Manaoag, Pangasinan and has accepted the Bid of the SUPPLIER for the execution and completion of such DELIVERY OF GOODS and the remedying of any defects therein;

WHEREAS, the above-mentioned projects has been undertaken through Competitive Public Bidding;

WHEREAS, the total amount of award for completion of the WORKS is Three Hundred Twelve Thousand Three Hundred Seventy Pesos & 30/100 Centavos (P312,370.30) in Philippine Pesos;

WHEREAS, the whole WORKS in this PROJECT as covered by this CONTRACT shall be completed within fifteen (15) calendar-days in accordance with the provisions of the Bid documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in this Contract and Agreement, words and expressions shall be the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall deemed to form and be read and constructed as part of this Agreement, viz:

- a) The Bid Form accomplished and submitted by the Contractor including the following annexes:

- i. Bid Security
- ii. Authority of the Signing Official
- iii. Production/Delivery Schedule
- iv. Manpower Requirements
- v. After Sales Services/parts, if applicable
- vi. Technical Specifications
- vii. Omnibus Sworn Statement
- viii. Duly Signed Bid Prices
- ix. Recurring & Maintenance Cost

- b) Contract Agreement
- c) Conditions of Contract
- d) Invitation to Bid
- e) Specification
- f) Performance Bond
- g) NFCC of Credit line Commitment for Operating Expenses
- h) Other pertinent documents as may be required

3. That in consideration of the Payments to be made by the EMPLOYER to the CONTRACTOR as hereinafter mentioned the CONTRACTOR hereby covenants with the EMPLOYER to execute and complete the DELIVERY and remedy any defects therein in conformity in all respects with the provisions of this CONTRACT.
4. That the EMPLOYER hereby covenants to pay the SUPPLIER in consideration of the execution and completion of the DELIVERY at the unit prices agreed in the TENDER, at the time in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment; hence payment to the SUPPLIER will be made only for actual quantities of contract items performed in accordance with the plans and specifications and accepted by the EMPLOYER.
5. The implementing Rules and Regulations of the amended R.A. 9184 other existing laws, decrees, executive and administrative orders, circulars issued by proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contract adopted and approved by the Government, shall be made and formed as Integral part of the Contract.
6. That this Contract shall not take effect until the SUPPLIER has furnished and delivered to the EMPLOYER a Performance Bond that is fully acceptable to the EMPLOYER in the form and amount as required in the Instructions to Bidders.
7. In case the SUPPLIER refuses or fails to satisfactorily complete the DELIVERY within the specified contract time, plus any time extension duly granted and is hereby in default under the CONTRACT, the SUPPLIER shall pay the GOVERNMENT for liquidated damages, shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for everyday of delay. Once the cumulative amount of liquidated damages reaches to ten percent (10%) of the amount of the contract the Procuring Entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.

$$TLD = VUUP \times [(1+OCC)^{n-1}] \times K$$

$$VUUP = TCP - VCUP$$

WHERE:

- TLD = Total Liquidated Damages in Pesos
- VUUP = Value of the uncompleted or unusable portions of the contract works, as of the expiry date of the contract, in pesos.
- TCP = Total Contract Prices, in Pesos
- VCUP = Value of the completed and usable portion of the contract, as of the expiry date of the contract, in pesos
- OCC = Prevailing opportunity cost of capital for government

N = projects set by NEDA which is currently pegged at 15%
 = Total number of years that the contract works is delayed
 after the expiry date of the contract
 K = Adjustment factor to cover additional losses
 = $1 + C (1 \times n)$

WHERE:

C = Cost of construction supervision as a percentage, not
 exceeding 10% of construction cost
 I = Annual inflation rate


8. In case the CONTRACTOR lags behind schedule in his works and incurs 15% or more negative slippage, based on his approved PERT/CPM, the Municipal Mayor of the Municipality of Manaoag may, at his discretion, terminate or rescind the contract pursuant to existing laws, rules and regulations.
9. The provision of RA 6885 as implemented by the Department Order No. 51, Series of 1990 is hereby incorporated as part of this CONTRACT.
10. The CONTRACT shall comply with, and strictly observe, all regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws as per Ministry Order No. 9, series of 1981.
11. The CONTRACTOR warrants that he has not given promised to give any money or gift to any employee of the EMPLOYER (or any Philippine Government Instrumentality) to secure this CONTRACT.
12. The Joint Guidelines on Change Orders, Extra Works Orders, etc. as provided under the pertinent provisions of the Implementing Rules and Guidelines of the P.D. 1594 as amended are hereby incorporated as part of this CONTRACT.
13. Within a period of 12 months after completion and final acceptance of the PROJECT, the CONTRACTOR shall remain liable for any damages or defects discovered on the works due to faulty construction or the use of materials of inferior quality or violation of terms of the CONTRACT.
14. If any dispute or difference of any kind whatsoever arises between the EMPLOYER or the ENGINEER and the CONTRACTOR in connection with or arising out of the CONTRACT, or carrying out of the WORKS, it shall first be referred to and settled by the ENGINEER. However if the decision of the ENGINEER is not satisfactory either to the EMPLOYER or the CONTRACTOR, such dispute may be submitted to, and settled by, the Construction Industry Arbitration Commission (CIAC) created by Executive Order No. 1088.
15. This Agreement becomes binding and valid upon approval by the proper authorities.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, month and year first above written.

REPUBLIC OF THE PHILIPPINES)
 MUNICIPALITY OF MANGALDAN, BANGASINAN

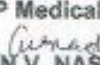
(PARTY OF THE FIRST PART)

BY: 
KIM MIKAEL G. AMADOR
 Municipal Mayor


ALICIA B. NASTOR
 Administrative Aide I
 (Witness)

(PARTY OF THE SECOND PART)

BY: 
MILAGROS KALONG
 Contractor/Supplier
 CGMP Medical Distributors


ERLYN V. NASTOR
 Administrative Aide IV
 (Witness)

Republic of the Philippines)
Province of Pangasinan...) S.S.
Municipality of Mangaldan)


ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public and within the Municipality of Manaoag, Pangasinan, personally appeared **KIM MIKAEL G. AMADOR**, Municipal Mayor, representing **MUNICIPALITY OF MANAOAG**, with Residence Certificate No. 12806933 issued on 1-21-2020 at Manaoag, Pangasinan and **Ms. Milagros Kalong** representing **CGMP Medical Distributors** with office address at #51 San Miguel Drive, Cortijos de San Rafael Rodriguez, Rizal with OSCA ID No. 11309-P Issued on January 12, 2017 at Quezon City, Philippines, known to me to be the same persons who executed the foregoing **CONTRACT AND AGREEMENT** and they acknowledge to me that the same is their true and deed for and in behalf of the parties they represented.

This statement consist of four (4) pages, including this page on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal this 24th of August 2020 at MANGALDAN Pangasinan.

Doc. No. 82
Page No. 18
Book No. V
Series of 2020.


Notary Public
ATTY. GERALD M. TAPADERU
NOTARY PUBLIC
UNTIL DECEMBER 31, 2020
SNC-NP-07-2019
PTR NO. 4222164 1-2-2020
TIN 947-683-988
ROLL NO. 5490
MCLE NO. VI-0006505-1-14-2019

Municipality of Manaoag

Contract Reference Number 7125853
Purchase of Various Medicines for RHU
Municipal Hall, Manaoag, Pangasinan

Standard Form Number: SF-GOOD-56
Revised on: May 24, 2004

Republic of the Philippines
Municipality of Manaoag
Manaoag, Pangasinan
(075)5290301/(075)5192388
www.mnaoag.gov.ph
mpdc_mnaoag@yahoo.com

NOTICE TO PROCEED

August 28, 2020

MILAGROS F. KALONG
Authorized Representative
CGMP Medical Distributors
#51 San Miguel Drive Cortijos de San Rafael,
Rodriguez, Rizal

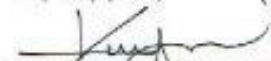
Madam:

The attached Contract Agreement having been approved, notice is hereby given to CGMP Medical Distributors that the delivery for the Purchase of Various Medicines for RHU, Municipal Hall, Manaoag, Pangasinan in this municipality may commence on September 1, 2020 after the receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Municipality of Manaoag.

Very truly yours,



HON. KIM MIKAEL G. AMADOR
Municipal Mayor

I acknowledge receipt of this Notice on 9-8-2020

Name of the Representative of the Bidder: _____

Authorized Signature: _____