

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this 15th day of February 2023 in Bayombong, Nueva Vizcaya by and between:

The **NUEVA VIZCAYA STATE UNIVERSITY**, a government instrumentality, created by virtue of RA No. 9272, with principal office in Bayombong, Nueva Vizcaya, represented herein by the University President, **DR. WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **VAXIMEDICA ENTERPRISES** with principal office at #05 C.M Recto Ave., Victory Norte, Santiago City, represented herein by its Manager, **GAYREL L. MEDINA**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2024-2E: Supply and Delivery of Various Medical Equipment and Semi-Expendable Medical Equipment for the University**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Supplier** to the aforesaid equipment;

WHEREAS, the **Procuring Entity** has issued the Notice of Award to the **Supplier** on February 5 2024;

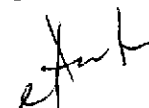
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

I. Contract Price

The total contract price is **Six Hundred Seventy-Six Thousand Six Hundred Twenty-Four pesos only (Php676,624.00)**.

II. Expected date of Delivery of equipment is Thirty (30) calendar days starting seven days after the receipt of Notice to Proceed.

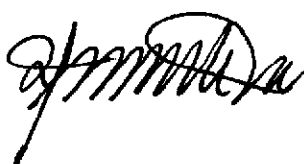
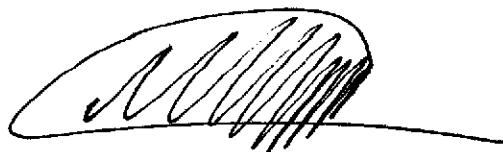
It is therefore, mandatory on the part of the **Supplier** that the delivery of the goods and/or performance of services shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.



III. Goods/Supplies

The **Supplier** accepted the aforesaid amount as payment of supplies materials for the complete of deliveries of goods and services at the unit Bid stated below:

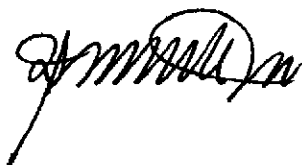
| Item No. | Particulars | Qty | Unit of Measurement | Unit Cost | Total Cost |
|----------|---|-----|---------------------|-----------|------------|
| 1. | <p>BED, for Hospital, 2 cranks Adjustable in two positions (upper torso and legs) ABS head & foot boards can be removable. Aluminum alloy side rail, collapsed type with safe lock. Bed framework made from mild steel ERW rectangular tubes. With product quality certification or its equivalent</p> <p>Dimension: 1900*900*500 mm With Leatherette Mattress With IV Pole Over bed table</p> <p>With manufacturer's warranty</p> | 1 | Set | 14,600.00 | 14,600.00 |
| 2. | <p>BP APPARATUS, aneroid sphygmomanometer for adult, Branded, with luminous gauge, with bulb and valve for inflation, cotton material with Velcro for securing (no stethoscope)</p> | 8 | Piece | 1,720.00 | 13,760.00 |
| 3. | <p>BP APPARATUS, Digital, Arm Cuff (fits Arm Circumference 22-32cm) with ADAPTER FOR BP and 4 pcs AAA battery, heavy duty</p> | 2 | Set | 2,900.00 | 5,800.00 |
| 4. | <p>DUMMY, CPR Torso (half body) adult type, with light indicator, 4 dummy per pack, The torso-dummy has a built-in control indicator for pressure depth and compression rate. The correct pressure depth is confirmed by a clicking sound, while the compression rate is indicated by a</p> | 1 | Set | 55,650.00 | 55,650.00 |

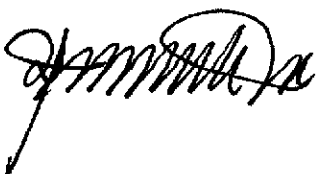
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| | multicolored light indicator. Storage Bag is included | | | | |
| 5. | FLASH LIGHT , pen type, medical/clinic use, batteries included | 9 | Piece | 146.00 | 1,314.00 |
| 6. | GLUCOMETER , GCU- GLUCOSE CHOLESTEROL URIC ACID Monitoring system with product quality Certification or its equivalent 3 IN 1 KIT for monitoring blood glucose, cholesterol and uric acid levels, the Kit includes: Meter, test strips for Glucose, test strip for Cholesterol, test strip for Uric Acid, Lancing device and Lancet, batteries, storage bag | 2 | Set | 5,100.00 | 10,200 |
| 7. | Medical Laboratory Equipment 0.1mg high precision digital analytical weight balance scale windshield | 1 | Lot | 22,950.00 | 22,950.00 |
| 8. | LAMP , gooseneck lamp for examination (medical use), Flexible 11" gooseneck arm rotates 360 degrees and maintains its position once set. Mobile base includes 5 smooth-rolling casters for easy mobility. Height can be easily adjusted and locked. Lamp can be bent towards the desired angle. Bulb included | 1 | Unit | 1,860.00 | 1,860.00 |
| 9. | MEDICAL SUPPLY , CPR breathing mask (FDA Approved), with one-way valve, Reusable, comes with storage box | 9 | Piece | 190.00 | 1,710.00 |
| 10. | MEDICAL SUPPLY , First Aid Kit Bag, measurement:8.7 x 6.7x 3.6 inches, with multiple compartments with labels, with compatible straps on the back allow them to wear it on other bags or belt. Water resistant bag and water proof inner laminate bags protect all items against moisture. (bag only) | 7 | Bag | 575.00 | 4,025.00 |

| | | | | | |
|-----|--|---|-----|----------|----------|
| 11. | <p>MEDICAL SUPPLY,</p> <p>First Aid Kit Bag, measurement:8.7 x 6.7x 3.6 inches, with multiple compartments with labels, with compatible straps on the back allow them to wear it on other bags or belt. Water resistant bag and water proof inner laminate bags protect all items against moisture. 165</p> <p>CONTENTS INCLUDED:</p> <p>pull poison (1) Adhesive Dressings (60) Triangular Bandage (2) 96*96*136CM</p> <p>First Aid Booklet (1) Pressure Bandages (2) 10*450CM</p> <p>Hypo Allergenic Tape (1) 2.5*180CM</p> <p>Fever Scan Strip (1) Notepad (1) Pen (1)</p> <p>Tweezers (1) 12CM Shears (1) 14.5CM</p> <p>Eye Pad (2) Skin Cleaning Wipes (4 ,1 IN CPR)</p> <p>Non-Adherent Wound Dressings (4) 7.5*7.5CM</p> <p>Non-Adherent Wound Dressings (5) 5*5CM</p> <p>Emergency Blanket (1) 160*210CM Hydro Gel (4) 3.5g</p> <p>Gloves (3 pairs ,1 pair in CPR)</p> <p>Plastic bag (10 mixed size)</p> <p>Safety Pins (10) Cotton Gauze Swabs (8)7.5*7.5CM</p> <p>Cotton Gauze Swabs (5) 5*5CM</p> <p>Wound Closures (1)</p> <p>Splinter Probes (5)</p> <p>Iodine Cotton Stick (25)</p> <p>Resuscitation face mask (1 in CPR)</p> <p>Wound Dressings (1)</p> | 1 | Set | 1,860.00 | 1,860.00 |
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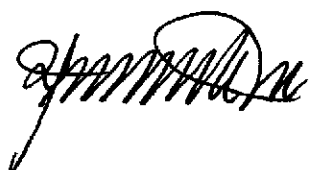
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| 12. | <p>MEDICAL SUPPLY, Personal Safety/CPR</p> <p>5 pair Gloves, sterile 1 pc. Safety Goggles 1 pc. CPR Pocket Mask Minor Cuts and Scrapes</p> <p>25 pcs. Plaster Strips 10 pcs. Gauze Pad sterile 2x2? 2 pcs. Tongue Depressor sterile 1 roll Plastic Medical Tape 1?</p> <p>Larger Injuries/Trauma</p> <p>7pc. Trauma Shears 8pcs. Dressings 10x10cm 10 pcs. Gauze Pad sterile 4x4? 2 rolls Gauze Bandage 3? 2 pcs. Triangular Gauze Bandage 1 roll Elastic Bandage 2?</p> <p>1 pc. Thermal Blanket 1 set Guedel Oral Airway (6 diff. sizes) 1 set BP Apparatus Set adult 1 pc. Hot & Cold pack (L) Wound Cleaning/Misc.</p> <p>1 btl. Plain NSS, 500ml 10 pcs. Povidone Prep Pads 1 btl. Alcohol Isopropyl 150ml 1 pc. Triple Antibiotic Ointment 1 pc. Tweezer 10 pcs. Alcohol Prep Pads 1 pc. Resealable Plastic 1 pc. Trash Bag</p> | 1 | Set | 14,350.00 | 14,350.00 |
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|-----|--|---|-------|-----------|-----------|
| 13. | <p>MONITOR, Veterinary Patient Monitor with thermal printer and complete accessories; 6 Parameter: ECG, Respiratory Rate, Non-Invasive Blood Pressure, SpO2, temperature and Heart rate; 100-240V,50/60Hz for power supply; 12.1" TFT color LCD for displaying real-time data and waveform; built-in rechargeable lithium battery;</p> <p>1-year warranty; 2 years after-sales service</p> | 1 | Set | 95,500.00 | 95,500.00 |
| 14. | <p>NEBULIZER, Compressor Nebulizer, Heavy Duty DIMENSION (compressor only): Approx. 17 cm (W) X 18.2cm (L) X 10.3 cm (H) - Weight: Approx. 1.9kg (compressor only)</p> <p>With manufacturer's warranty</p> | 1 | Piece | 3,435.00 | 3,435.00 |
| 15. | <p>NEBULIZER, Rechargeable machine mesh, adult, with portable adaptor, light weight</p> <p>With manufacturer's warranty</p> | 1 | Set | 1,635.00 | 1,635.00 |
| 16. | <p>REGULATOR, Oxygen Regulator, 3-in-1 with Flow Meter, Humidifier and Nasal Oxygen Cannula</p> <p>With manufacturer's warranty</p> | 4 | Set | 1,195.00 | 4,780.00 |
| 17. | <p>SPINE BOARD: With holes around the stretcher for convenient transportation.</p> <p>On head end there is a space to fix head immobilizer. Floats in water. Equipped with spider straps, head immobilizer, and safety belts.</p> <p>Size: Length 184 x Width 45 x Height 6cm Load capacity: 160kg</p> | 2 | Set | 4,295.00 | 8,590.00 |

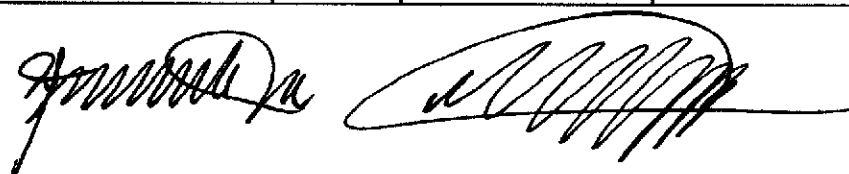



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| 18. | <p>STETHOSCOPE, Stethoscope, branded, medical grade, with versatile two-sided chest piece, with tunable diaphragms on both the adult and pediatric sides. Single piece tunable diaphragm (pressure sensitive)</p> <p>-with snap tight eartips, soft, smooth surface with acoustictic seal.</p> <p>-with manual provided,</p> <p>Length: at least 69 cm, Weight: at least 150g, Acoustic performance: 7, Special adaptors: Yes, Construction: Two-sided, adult and pediatric, Material: Stainless steel, Weight: at least 82g, Diaphragm type: Tunable, single-piece, Diaphragm diameter: Adult: 4.3cm, Pediatric: 3.3cm, Construction: Single lumen (single acoustic channel within tube),</p> <p>With quality product certification or its equivalent</p> <p>With manufacturer's warranty</p> | 7 | Set | 10,750.00 | 75,250.00 |
| 19. | <p>SURGICAL INSTRUMENTS, Minor Set 16pcs Contents:</p> <ol style="list-style-type: none"> 1. Kelly Forceps Straight 2. Kelly Forceps Curve 3. Needle Holder 4. Mosquito Forceps Straight 5. Mosquito Forceps Curve 6. Iris Scissors Straight 7. Blade Handle # 4 8. Blade Handle # 3 9. Thumb Forceps 10. Tissue Forceps 11. Stitch Scissors 12. Surgical Scissors Straight 13. Bandage Scissors | 6 | Set | 1,080.00 | 6,480.00 |




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| | 14. Probe with Eye 15. Groove Director Probe | | | | |
| 20. | TABLE , Hamilton type, (clinic use) with 3 panel (elevating backrest Angle: 0 ~ 80 degrees) padded foam mattress (Length: 178cm) and stir up with adjustable leg rest (Angle: 270 ~ 360 Degrees) with foot stool (Size: 29 x 18 x 2 cm), and with available storage drawers. Max Capacity: 300lbs With manufacturer's warranty | 1 | Set | 13,100.00 | 13,100.00 |
| 21. | THERMOMETER , High quality ear infrared thermometer | 2 | Piece | 1,750.00 | 3,500.00 |
| 22. | WEIGHING SCALE , Body Composition Analyzer Capacity: 300kg/660lb Graduation: 100g/0.2lb Device weight: 31kg With manufacturer's warranty | 2 | Unit | 50,000.00 | 100,000.00 |
| 23. | WEIGHING SCALE , dial type with Maximum load weight: 160kg with Height measuring range: 70-190 cm With manufacturer's warranty | 1 | Unit | 4,455.00 | 4,455.00 |
| 24. | WEIGHING SCALE , Digital Pediatric 44 lb / 20 kg Capacity and 0.01 lb / 5 g Accuracy Auto Shut-off After 2 Minutes Convertible Standing Scale From Neonatal to Pediatric Weighing Integral Analog Measuring Tape Low-Profile Design Optional Carrying Case Available Optional Digital Length Measuring Rod Can be Mounted to Scale Roomy Weighing Tray Zero Feature Subtracts Weight of Blankets and Diapers Breast Milk Intake Function Compares Baby Weight | 2 | Unit | 38,450.00 | 76,900.00 |

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| | <p>Before and After Feeding Dimension: 29cm x 56cm x 10cm / Dimension: 53cm x 56cm x 69cm Time-tested, Reliable Weigh beam Accuracy No Power Required - Ideal for Remote Clinics Baked-on, Powder Painted Steel Base and Column Comfortable, Roomy Polystyrene Weighing Tray Built-in Measuring Tape: 0 to 21 in x 0.25 in / 0 to 53 cm x 0.1 cm</p> <p>Weigh beam is Readable from Both Sides Durable Construction / Clinical Quality Classic Design and High-Quality Precision Mechanics</p> <p>With manufacturer's warranty</p> | | | | |
| 25. | <p>WEIGHING SCALE, Digital Weighing Balance minimum display value" 0.01g; minimum weighing capacity: 10mg; Maximum weighing capacity: 0g; with calibration weights; power supply: AC adapter or dry cell</p> <p>With manufacturer's warranty</p> | 1 | Unit | 50,000.00 | 50,000.00 |
| 26. | <p>WEIGHING SCALE, Eye Level Digital, with 1-inch LCD display, with Height Rod (30"-84 1/4" or 76cm-214cm) and BMI Indicator, with wheels for easy transport, 6 AA batteries included, optional 120V adapted, with conversion function (lb. to kg), auto zero, auto off. With 500lb or 220kg patient weight capacity, EMR ready via USB connection.</p> <p>With manufacturer's warranty</p> | 1 | unit | 35,620.00 | 35,620.00 |
| 27. | <p>WEIGHING SCALE, Superior Accuracy Heavy duty solid platform</p> | 2 | units | 24,650.00 | 49,300.00 |



| | | | | | |
|--|---|--|--------------------|--|-------------------|
| | <p>Die cast beam, and aluminum on black insert Easily read from either side</p> <p>Factory assembled</p> <p>Capacity: 400 lb x 4 oz (180 kg x 100 g)</p> <p>Platform Size: 10-1/2 x 14-1/2 inches (267 x 368 mm) Height</p> <p>Rod: Measures 30-78 inches (76-198 cm) Scale height: 59 inches (1.5 m)</p> <p>Height: 57? x Width: 19 1/2? x Length: 5 1/2? 20kg</p> <p>With manufacturer's warranty</p> | | | | |
| | | | GRAND TOTAL | | 676,624.00 |

IV. Scope of Contract

The following documents shall be deemed to form, be read and construed as part of this Contract:

- a. 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 be bid resulting from the Procuring Entity's bid evaluation;
- b. The Schedule of Requirements;
- c. The Technical Specifications;
- d. The General Conditions of Contract;
- e. The Special Conditions of Contract
- f. The Performance Security; and
- g. The Notice of Award.

V. Warranty

The **Supplier** warrants that the goods/materials supplied under this 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.

The **Supplier** hereby covenants with the **Procuring Entity** to remedy defects therein in conformity with the provisions of this Contract.

VI. Payment

The **Procuring Entity** 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 sums as may become payable under the provisions of this Contract and its ancillary documents, at the time and in the manner prescribed herein.

VII. Liquidated Damages

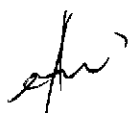
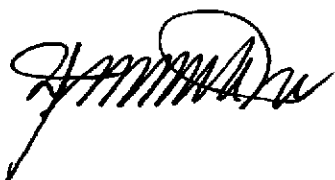
If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and 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.

VIII. Settlement of Disputes

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.


Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.

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



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

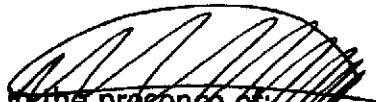
For the Procuring Entity:


WILFREDO A. DUMALE, JR.
University President

ID No. WAD - 0218

Issued on: December 21, 2022

Issued at: NVSU

Signed in the presence of:

ARLYNE A. GONZALES, CPA
CHIEF ADMINISTRATIVE OFFICER - FINANCE
NVSU Representative

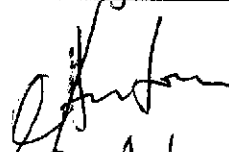
For the Supplier:


GAYREL L. MEDINA
Manager

ID No. CRP 0001-1080136-4

Issued on: _____

Issued at: Santiago City


Catalina R. Antonio
Supplier Representative

Funds Available:


LIZA A. PARAGUAS-GONZAGA
NVSU Accountant IV

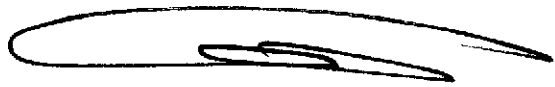
ACKNOWLEDGMENT

Republic of the Philippines)
Province of Nueva Vizcaya)
Municipality of Bayombong, Nueva Vizcaya)

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **WILFREDO A. DUMALE, JR.** of the Nueva Vizcaya State University, who presented to me his valid ID WAD-0218 issued by NVSU as competent proof of identity, and **GAYREL L. MEDINA** of VAXIMEDICA ENTERPRISES, who presented to me his valid ID _____ issued by _____ as competent proof of identity, known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and deed and that they have authority to sign the same for and in behalf of their respective agencies.

The foregoing instrument, consisting of thirteen (13) pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof, and pertains to the Contract of Agreement for goods/supplies/services.

WITNESS MY HAND AND SEAL on this 25th day of February 2024 in Bayombong, Nueva Vizcaya, Philippines.



ATTY. ARTEMIO B. BRDOREZ JR.
NOTARY PUBLIC UNTIL DEC. 31, 2024

REG. NO. 51353
Notary Public
REG. NO. 426, ISSUED ON JAN. 9, 2024
REG. NO. 235758, ISSUED ON AUG. 22, 2022
REG. NO. VII-0015078, APRIL 21, 2022
TIN NO. 135-441-805

Doc. No: 273;
Page No.: 56;
Book No.: III;
Series of 2024.

