

# CONTRACT OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this \_\_\_ day of \_\_\_\_ 2024 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, **WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **KNG PHARMACEUTICAL SUPPLY** with principal office at G/F Zuniga Arcade, E. Rodriguez Highway, Manggahan, Rodriguez (Montalban), Rizal Philippines represented herein by its Proprietor, **Gerard Getty A. Pagalilauan**, hereinafter referred to as the **Supplier**;

## WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for **Project 2024-10G: Procurement of Medical Supplies for the University**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Supplier** to the aforesaid supplies/goods/services;

WHEREAS, the **Procuring Entity** has issued the Notice of Award to the **Supplier** on \_\_\_\_\_, 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 **Three Hundred Twenty-three Thousand Four Hundred Ninety Pesos Only (Php323,490.00)**.

### II. Expected date of Delivery of Goods and/or Performance of Services is Thirty (30) calendar days upon 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 goods/supplies materials for the completion of works at the unit Bid stated below:

No.	Item No.	Item Description	Unit	Qty	UNIT COST	BID AMOUNT
1	1	ALCOHOL, 70% Isopropyl Alcohol, 1 gal	Gallon	5	400.00	2,000.00
2	2	ALCOHOL, 70% Isopropyl Alcohol, 1 gal	Gallon	170	400.00	68,000.00
3	3	ALCOHOL, Ethyl Alcohol with moisturizer, 70%	Gallon	6	400.00	2,400.00
4	4	ALCOHOL, Ethyl Alcohol with moisturizer, 70%	Gallon	75	400.00	30,000.00
5	5	ALCOHOL, Isopropyl, 70%, 500 ml	Bottle	730	77.00	56,210.00
6	10	ANTACID, Omeprazole (BRANDED) 20mg/cap, 100capsule per box	Box	14	2,000.00	28,000.00
7	11	ANTI-ASTHMA, Salbutamol (branded) Nebules 1mg/ml, x 2.5 ml, 30 nebules per box,	Box	30	600.00	18,000.00
8	17	ANTIBIOTIC, Amoxicillin 500mg cap, 100's /box	Box	54	400.00	21,600.00
9	18	ANTIBIOTIC, Cefalexin, 500mg/capsule. 100cap/box	Box	54	400.00	21,600.00
10	29	ANTIHYPERTENSIVE, Clonidine Hydrochloride (branded) 75 mcg/tab, 100 tab per box	Box	7	2,900.00	20,300.00
11	38	ANTITUSSIVE, Butamirate Citrate (branded), 50mg/tab, 100tabs/box	Box	9	2,000.00	18,000.00
12	47	COTTON, Absorbent Cotton Roll, 400grams	Roll	24	240.00	5,760.00
13	56	FACE MASK, Disposable, 3 ply ear loop, 50pcs/box, FDA approved	Box	40	99.00	3,960.00
14	62	GLOVES, Nitrile, disposable gloves, powder-free, non-sterile, medium, 100's	Box	39	280.00	10,920.00
15	77	MEDICAL SOLUTION, ORS- 75 Replacement Oral Rehydration Salts sachet with flavor, 25 sachet per box,	Box	27	220.00	5,940.00
16	107	PAIN RELIEVER, Paracetamol + Ibuprofen, (branded) 325mg/200 mg capsule, 100capsule per box	Box	8	900.00	7,200.00
17	124	TOPICAL OINTMENT, Mupirocin 2% ointment, 5g per tube	Tube	24	150.00	3,600.00
<b>GRAND TOTAL</b>						<b>323,490.00</b>

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#### 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** provide 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: Dec. 21, 2022

Issued at: Nueva Vizcaya State Univ.

For the Supplier:



**GERARD GETTY A. PAGALILAUAN**  
Authorized Representative

ID No. 0132425

Issued on: 3/31/2016

Issued at: PRC - MANILA



NVSU Representative

Signed in the presence of:



GERARD GETTY A. PAGALILAUAN  
Supplier Representative

**Funds Available:**

Php 329,400-  
**LIZA B. PARAGUAS-GONZAGA**  
NVSU Accountant IV

**ACKNOWLEDGMENT**

Republic of the Philippines )  
Province of Nueva Vizcaya )  
Municipality of Bayombong ) s.s.

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 **GERARD GETTY A. PAGALILAUAN** of **KNG PHARMACEUTICAL SUPPLY** who presented to me his valid ID PRC ID NO. 0138425 issued by PRC 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, consists of five (05) 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 \_\_\_ day of 21 JUN 2024 in BAYOMBONG, NUEVA VIZCAYA Philippines.

Notary Public

Doc. No: 360;  
Page No.: 74;  
Book No.: 27;  
Series of 2024.

  
**ATTY. LEANE ANNE G. BARAWID**  
**NOTARY PUBLIC UNTIL DECEMBER 31, 2024**  
Notarial Commission No. 26-22  
Roll No. 79037 / IBP No. 393107; 01-03-24  
PTR No. 2833422; 12-27-23 for 2024  
MCLÉ Compliance No. VIII-0003734 Valid until 04 14-25  
Bayombong, Nueva Vizcaya

