

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 **GCM PHARMACEUTICAL DEALER** with principal office at 109 4th St., Fortune S Village Brgy Paso De Blas, Valenzuela City, Philippines represented herein by its Authorized Representative, **Maridol M. Cobarrubias**, 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 **Seven Hundred Sixty-four Thousand Seven Hundred Sixty Pesos Only (Php764,760.00)**.

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.



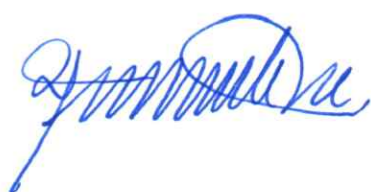
III. Goods/Supplies

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	6	ANESTHESIA, Lidocaine HCl Epinephrine 20mg/10mcg per mL, 1:1000,000, 50 X1.6 ml Cartidges	Box	10	1,122.00	11,220.00 ✓
2	7	ANESTHESIA, Topical Benzocaine 20% gel topical anesthesia, 32 g	Jar	10	265.00	2,650.00 ✓
3	8	ANTACID, Branded aluminum hydroxide Magnesium Hydroxide, simethicone 178/233mg/30mg, Chewable tablet, 4 tablets per strip packaging, 100 tabs per box	Box	14	950.00	13,300.00 ✓
4	9	ANTACID, (Branded) sodium alginate, sodium bicarbonate, calcium Carbonate , double action 500mg/213mg/325mg per 10 ml oral suspension, 5sachets per pack	Pack	38	222.00	8,436.00 ✓
5	13	ANTI-ASTHMA, Montelukast + levocetirizine 10mg/5mg tab, 30 tabs per box	Box	10	878.00	8,780.00 ✓
6	15	ANTI-ASTHMA, Salbutamol 2 mg tab, 100's	Box	5	250.00	1,250.00 ✓
7	19	ANTIBIOTIC, cefuroxime 500 mg /tab, 10 tablet perbox	Box	40	320.00	12,800.00 ✓
8	23	ANTIEMETIC, Meclizine HCL (branded), 25mg per tab, chewable, 100tab/box	Box	17	1,300.00	22,100.00 ✓
9	24	ANTIFIBRINOLYTICS, Tranexamic Acid 500 mg, 100's	Box	4	550.00	2,200.00 ✓
10	26	ANTI HISTAMINE, Calamine 8g Diphenhydramine Hydrochloride 1g Lotion 30mL per bottle	Bottle	66	149.00	9,834.00 ✓
11	32	ANTISEPTIC, Chlorhexidine Gluconate, 0.2%w/v, 1gal.	Gallon	4	1,850.00	7,400.00 ✓
12	33	ANTISEPTIC, Isopranol + Benzakonium Chloride 250ml	Bottle	6	637.50	3,825.00 ✓
13	34	ANTISEPTIC, Povidone Iodine (BRANDED) 2.5% dry powder spray, 55g can	Can	45	353.00	15,885.00 ✓
14	35	ANTISEPTIC, Povidone iodine 10% solution, 120ml perbottle	Bottle	12	120.00	1,440.00 ✓
15	36	ANTISEPTIC, Povidone Iodine Solution, 10%Antiseptic, 1 gallon	Gallon	14	1,150.00	16,100.00 ✓
16	37	ANTISPASMODIC, Hyoscine N butylbromide(branded) 10mg tablet, 4 tab per blister, 120 tabs per box	Box	14	3,440.00	48,160.00 ✓

No.	Item No.	Item Description	Unit	Qty	Unit Cost	BID AMOUNT
17	39	ANTITUSSIVE, dextromethorpan HBr, Phenylpronalamine HCL, Paracetamol (branded), 15mg/25mg/325mg per capsule, 4 capsule per strippackaging, 100 caps per box	Box	15	1,450.00	21,750.00
18	40	BANDAGE, (Branded) , Waterproof Medical Sterile Wound Dressing Stickers Film Patch Breathable Adhesive Dressing, 10cm x 12 cm, 100's FDA Approved	Box	3	2,956.00	8,868.00
19	41	BANDAGE, elastic, 2"x5yards per roll, with individual packing	Roll	131	18.00	2,358.00
20	44	BANDAGE, Steri Strip (branded), for closing small cuts and wounds, hospital grade, 1/4 inch X4 inch, 30 sterile strips per box	Box	30	475.00	14,250.00
21	45	BANDAGE, waterproof plaster, ultra thin, hypoallergenic , with assorted sizes , 8 sheets per pack	Pack	32	70.00	2,240.00
22	51	COTTONBUDS, suitable for baby, 100pcs per plastic canister	Can	12	49.00	588.00
23	52	DECONGESTANT, Paracetamol Phenylpropanolamine HCl Chlorphenamine maleate, (Branded) 325mg/25mg/2mg Tablets, 10 tabs per strip packaging, 100 tabs per box	Box	40	705.00	28,200.00
24	53	DISINFECTANT, Alcohol-based hand disinfectant (Branded), 1000ml, hygienic and surgical rub-in hand disinfection Active ingredient (in 100g) Propan- 2- ol 45.0 g Propan-1- ol 30.0 g Mecetronium ethyl sulphate 0.2g Active Substance: 99% ethanol Perfume and dye free	Bottle	15	1,700.00	25,500.00
25	55	DIURETICS, Blumea Balsamifer (L.) Sambong Leaf,500mg/tab, 100's. at least 3-4 years before expiration	Box	6	650.00	3,900.00
26	57	FLUID, IV, Sodium Chloride PNSS 1000	Bottle	7	136.00	952.00
27	58	GAUZE PAD, (branded) 4'x4', sterile, with individual packing 100pcs per box, used for wound dressing	Box	10	350.00	3,500.00
28	59	GAUZE PAD, (branded), 2'x2", sterile, with individual packing, 100pcs per box , used for wound dressing	Box	9	320.00	2,880.00
29	60	GAUZE PAD, 40's, 4x4x8 Ply, 24x28mm mesh,non-sterile	Pack	30	180.00	5,400.00
30	61	GELFOAM, Dental Absorbable Gelatin Sponge, Dental Variant,	Bottle	10	395.00	3,950.00

No.	Item No.	Item Description	Unit	Qty	Unit Cost	BID AMOUNT
31	64	GLUCOMETER, blood glucose strips, suitable for FREESTYLE OPTIUM glucometer, 50 strips per box	Box	12	1,250.00	15,000.00
32	66	GLUCOMETER, lancing device/pen, adjustable, fits round lancet brands	Piece	2	220.00	440.00
33	67	GOWN, Isolation Gown, PPE, microfiber washable unisex medical grade water repellent	Piece	5	400.00	2,000.00
34	69	LABORATORY SUPPLIES / MATERIALS, Blood Cholesterol Strips- GCU (branded) 10 strips per box	Box	7	1,650.00	11,550.00
35	70	LABORATORY SUPPLIES / MATERIALS, Blood Uric Acid Strips- GCU, (branded) 25pcs per box	Box	6	1,050.00	6,300.00
36	71	LIQUID HAND SANITIZER, Hand Sanitizer, Foaming, Eucalyptus And Aloe	Bottle	24	170.00	4,080.00
37	72	LOZENGES, Benzydamine HCL +Cetylpyridinium Chloride 3mg/1.33mg, 8's, honey lemon flavor	Pack	35	320.00	11,200.00
38	75	MEDICAL SOLUTION, Bacillus Clausii (branded), 2 billion/5ml oral suspension, 10 bottles of 5ml per box	Box	30	400.00	12,000.00
39	76	MEDICAL SOLUTION, Hydrogen Peroxide 3%antiseptic/disinfectant 120ml	Bottle	54	50.00	2,700.00
40	78	MEDICAL SOLUTION, Tetanus Antitoxin 1500 IU/0.7ml solution for injection	Ampule	10	185.00	1,850.00
41	79	MEDICAL SOLUTION, Tetanus Toxoid 40IU/0.5ml ampule	Ampule	10	120.00	1,200.00
42	80	MEDICAL SUPPLY, Retractable Tourniquet , One snap-buckle	Piece	10	50.00	500.00
43	81	MEDICAL SUPPLY, Arm sling, size Large	Piece	25	60.00	1,500.00
44	84	MEDICAL SUPPLY, Ice bag, 6 inches	Piece	11	150.00	1,650.00
45	85	MEDICAL SUPPLY, IV cannula gauge 18	Piece	5	35.00	175.00
46	86	MEDICAL SUPPLY, IV cannula, Gauge 22	Piece	11	35.00	385.00
47	88	MEDICAL SUPPLY, IV infusion Set, (Macro Set)Adult, sterile single use, transparent and flexible drip chamber, 15 micron, fluid filter in drip chamber, soft and kink resistant PVC tubing, non toxic, non pyrogenic, 20 drops/ml, FDA Approved	Piece	11	50.00	550.00




No.	Item No.	Item Description	Unit	Qty	Unit Cost	BID AMOUNT
48	90	MEDICAL SUPPLY, Oxygen Nasal Cannula, adult	Piece	140	35.00	4,900.00
49	91	MEDICAL SUPPLY, Patient Bibs(Dental), Disposable 3 ply waterproof, assorted color	Pack	10	360.00	3,600.00
50	92	MEDICAL SUPPLY, Snellen Chart, wall type, with hand held eye patch for examination	Piece	2	350.00	700.00
51	93	MEDICAL SUPPLY, Wearable Gel Pack, Cold /Hot Compress Reusable for Injury Muscle Strain Sprain.	Piece	14	180.00	2,520.00
52	94	MOUTHWASH, Chlorhexidine Gluconate 0.20% and zinc, 500ml, dental variant, FDA Approved	Bottle	6	480.00	2,880.00
53	95	MUCOLYTIC, Carbocisteine (branded) 500 mg/cap, 4 capsules per strip packaging, 100 cap per box	Box	35	1,200.00	42,000.00
54	96	MUCOLYTIC, , Ambroxol hydrochloride 30 mg/tab, 100 tab per box	Box	14	351.00	4,914.00
55	98	OLED FINGERTIP PULSE OXIMETER, Fingertip Pulse Oximeter, (SpO2)Blood Oxygen Saturation Monitor with Pulse Rate Measure, Suitable for all ages, battery included	Piece	4	509.00	2,036.00
56	99	OLED FINGERTIP PULSE OXIMETER, Rechargeable USB Finger Clip Fingertip Pulse Oximeter Blood Oxygen Saturation Heart Rate PI SpO2 PR Monitor Infrared Fast Measurement	Piece	6	1,350.00	8,100.00
57	100	OPHTHALMIC EYEDROPS, Polyethylene Glycol Glycerin Hypromellose (branded), 500mcg/ml(0.05%w/v), 15ml	Bottle	62	185.00	11,470.00
58	101	ORAL GEL, Miconazole (Branded) Oral Gel,20mg/g, 3.5g	Tube	30	345.00	10,350.00
59	102	ORTHOKIT CLEANING SET, long ortho toothbrush short ortho toothbrush mouth Mirror Timer Inter dental brush Dental floss Orthowax threaders	Set	216	170.00	36,720.00
60	104	PAIN RELIEVER, Mefenamic Acid (branded) 500mg cap, 4 tablets per strip packaging, 100 tablets per box	Box	17	3,200.00	54,400.00
61	106	PAIN RELIEVER, Methyl Salicylate Camphor +Menthol, extra-strength,25 ml per bottle	Bottle	322	50.00	16,100.00
62	108	PAIN RELIEVER, Sports Muscle spray 100 ml, Contains alcohol, water, menthol, methyl salicylate, Capsicum frutescens, fruit extract, psidium guajava	Bottle	73	230.00	16,790.00




No.	Item No.	Item Description	Unit	Qty	Unit Cost	BID AMOUNT
		leaf extract, garcinia mangostana peel extract, moringa pterygosperma leaf extract, chamomilla recutita, cymbopogon schoenanthus extract, curcuma longa root extract, lavandula angustifolia oil, eucalyptus globulus oil, cananga odorata flower oil				
63	109	PARACETAMOL, (branded), 500mg/tab, 20tabs per blister pack, 500tabs per box	Box	31	2,500.00	77,500.00
64	112	PROPHYLAXIS, (Branded) Prophy Paste, Assorted, 200 individual cups, Medium	Box	4	1,300.00	5,200.00
65	113	PROPHYLAXIS, Prophy Cup Brush Brushes Nylon Latch, 100's dental supply	Box	20	250.00	5,000.00
66	114	PROPHYLAXIS, Prophy Paste with phosphate flouride (1.23% fluoride ion) 340 g/ jar	Jar	4	800.00	3,200.00
67	115	SURGICAL INSTRUMENTS, Bandage Scissors, 4 1/2", stainless steel	Piece	2	180.00	360.00
68	116	SURGICAL INSTRUMENTS, Stitch Scissors, 5 1/2" stainless steel	Piece	2	180.00	360.00
69	117	SYRINGE, Disposable, 10cc with 23Gx1" needle, sterile with individual packing , 100pcs /box FDA approved,	Box	3	1,050.00	3,150.00
70	119	SYRINGE, disposable, 5cc with 23Gx1" needle, sterile and individually pack, 100pcs per box	Box	2	480.00	960.00
71	120	TAPE, (Branded) surgical 1", white, hypoallergenic, 12 rolls/box	Box	13	698.00	9,074.00
72	122	TOPICAL OINTMENT, (branded) Zinc Oxide+Calamine ointment 3.5g /sachet, 20 sachets per box	Box	4	820.00	3,280.00
73	123	TOPICAL OINTMENT, Benzocaine+Boric Acid+Eucalyptus(branded), 10mg/50mg/15mg per gram, 15g tube	Tube	10	180.00	1,800.00
74	125	VITAMINS, (branded) Ascorbic Acid + Zinc +Cholecalciferol ,500mg/10mg/ 1000 IU capsule, 100 capsule per box	Box	130	420.00	54,600.00
GRAND TOTAL						764,760.00

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** 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:


MARIDOL M. COBARRUBIAS
Authorized Representative


ID No. P1199227C

Issued on: 05 AUG. 2022

Issued at: DFA ANGELES

Signed in the presence of:

NVSU Representative


ARCEYO S. DIONIANO
Supplier Representative

Funds Available:


LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV

ACKNOWLEDGMENT

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

TALAVERA N.E.

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 **MARIDOL M. COBARRUBIAS** of **GCM PHARMACEUTICAL DEALER** who presented to me her valid ID P1992 7C issued by DPA Angeles 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 nine (09) 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 24 JUN 2024 day of 2024 in TALAVERA N.E. Philippines.

Notary Public

Doc. No.: 314 ;
Page No.: 14 ;
Book No.: XII ;
Series of 2024.

Evelyn J. Magno
ATTY. EVELYN J. MAGNO
NOTARY PUBLIC
NOTARIAL COMMISSION SERIAL NO. SD2023-008
UNTIL DECEMBER 31, 2024
TALAVERA, NUEVA ECIJA
PTR NO. TLV0474604/JAN 03, 2024-TAL. N.E.
IBP NO. 402882/JAN.05, 2024-NUEVA ECIJA
ICLE COMPLIANCE NO. VII-0025120-VALID UNTIL APRIL 14,2024
ATTORNEY'S ROLL NO. 41363