

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this JUN 11 2025 day of 2025 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 **MEDWISE PHARMACY**, with principal office at Talavera Hypermart, San Fermin, Cauayan City, Isabela, represented herein by its Authorized Representative, **NELVIN F. SABADO**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2025-1E: Supply and Delivery of Various Laboratory Equipment and Machinery for the University (Second Advertisement)**;

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 _____ 2025;

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 Eighty Thousand pesos only (Php780,000.00).**

II. Expected date of Delivery of equipment is Sixty (60) calendar days after the receipt of Notice to Proceed.

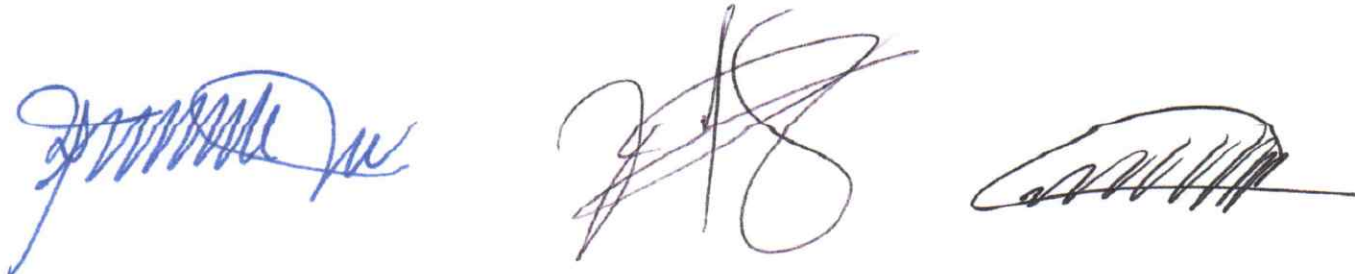


It is therefore, mandatory on the part of the **Supplier** that the delivery of the goods and/or performance of services shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.

III. Goods/Supplies

The **Supplier** accepted the aforesaid amount as payment of supplies materials for the complete deliveries of goods and services, as follows:

No.	Line-Item No.	Item Description	Qty	Unit of Measurement	Unit Cost	Total Cost
1	1	AUTOCLAVE, Laboratory Autoclave Class N autoclave sterilizer, vertical type volume: 100L Bolted digital display automatic control Sterilization temperature: 116 to 134C Design pressure: 0.25 Mpa Automatic protection function Extender: 2.0 times Magnification: 40 times to 1600 times Working Stage: 90mm by 90mm Square or Moving Scale or Disc Filters Adjustments: Coarse Focuser and Fine Focuser dual knobs Illuminator Top and Bottom: LED lights, Electrical Net Weight: 1200g/2.65 lb Item Size: 155 x 110 x 290mm With manufacturer's warranty	1	unit	50,000.00	50,000.00
2	9	INCUBATOR, Laboratory Incubator Ventiflow Ventilation System – Forced air convection design Pre-heat Chamber Technology – 4-zone heated air jacket SmartSense Microprocessor PID Control Technology DIN 12880 Class 3.1 Certified for Temperature Safety Electrogalvanized steel body construction Audible and visual alarms Available volume: 110L Extender : 2.0 times Magnification: 40 times to 1600 times Working Stage:90mm by 90mm Square or Moving Scale or Disc Filters Adjustment: Coarse Focuser and Fine	2	unit	60,000.00	120,000.00



		<p>Focuser dual knobs Illuminator Top and Bottom: LED Lights, Electrical Net Weight: 1200g / 2.65lb Item Size: 155x110x290mm With manufacturer's warranty</p>				
3	13	<p>LABORATORY EQUIPMENT, Type: Analytical Balance Model: PR124-Alumin (120 grams, 0.1 milligrams), PR204- Alumin (200 grams, 0.1 milligrams), PR224-Alumin (220 grams, 0.1 milligrams) Capacity: 120 grams, 200 grams, 220 grams Resolution: 0.0001 grams Minimum Weight: 0.0004 grams Repeatability: plus or minus 0.0002 grams Linearity: plus or minus 0.0003 grams Stabilization Time: less than or equal to 3 seconds Operating Temperature: 5 to 25 degrees Celsius Draft Shield Size: 240 millimeters x 190 millimeters x 265 millimeters Calibration Weight: 100 grams, 200 grams, 200 grams Options: Printer Calibration: Internal Calibration With manufacturer's warranty</p>	1	unit	40,000.00	40,000.00
4	16	<p>MICROSCOPE, Binocular Microscope with electronic eyepiece and monitor 360- degree adjustable binocular head, ocular distance is from 55 to 75 mm adjustable. Coarse and fine focus knob, Power and Battery Dual Supply System with up to 2000x power; Changeable wide field 10x 25x eyepieces and 2x extender allow you to view specimens at 40x; 80x; 160x; 100x; 200x; 250x 400x; 800x 1000x 2000x etc. magnification. Built-in 6 colored filters Improve the quality of your magnified images with a 2.0 mp electronic eyepiece (easy to connect to a computer and save images / videos, or viewing specimen live with measurement / draw line function, with high-speed</p>	4	units	40,000.00	160,000.00

		<p>transmission software, not worry about lag) Specification: Model: GF24B Optical System: Finite Biological Microscope observation head: binocular head, 45-degree tilt, 360-degree rotation Eyepiece : WF10X WF25X Objective : 4X 10X 40XS Extender : 2.0X Magnification: 40X-2000X Working Stage :90mmX90mm Square/Moving Scale/Disc Filters Adjustment: Coarse Focuser & Fine Focuser (dual knobs) Illuminator Top/Bottom: LED Lights, uses 3pcs AA batteries (Not included) or DC power supply. Net Weight: 1700g / 3.75lbs Item Size: 185x140x290mm Monitor for viewing With manufacturer's warranty</p>				
5	19	<p>REFRIGERATOR, laboratory refrigerator Cu. Ft.: 30 Door(s): Single Glass, Locking Temperature Range: 2°C to 8°C (36°F to 46°F) Exterior Dimensions: 33.85"W x 37.80"D x 81.12"H Interior Dimensions: 27.50"W x 30.80"D x 61.84"H Alarm: Audible and visual high and low temperature alarms Shelves: 4 adjustable shelves, sliding Keyed Door Lock Electrical Requirements: 115V, 60Hz; 6 amps UL/cUL 61010-1 listed Shipping Weight: 471 lbs." With manufacturer's warranty</p>	1	unit	100,000.00	100,000.00
6	21	<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 With manufacturer's warranty</p>	1	unit	60,000.00	60,000.00
7	26	<p>LABORATORY EQUIPMENT, Double Door Laboratory Refrigerator, Shelf/drawer: Shelves/10 Cooling method: Forced Air Cooling System Defrost: Auto Refrigerant: R290</p>	1	unit	120,000.00	120,000.00

		Power consumption(kWh/24h): 5.8 Noise(db): 52 Ambient temperature Celsius: 10~32 Temperature range Celsius: 2~8 With manufacturer's warranty				
8	37	LABORATORY EQUIPMENT, Stainless Steel Bench Scale, Commercial Digital Weighing Scale/Postal Scale/Shipping Scale, 800x0.05lb Capacity (16"x 20") With manufacturer's warranty	1	unit	40,000.00	40,000.00
9	54	MACHINERY AND EQUIPMENT, SURGICAL CAUTERY MACHINE, Portable Electrocautery Machine Modes in CUT - Pure, Blend Modes in COAG-Contact Coag Bipolar coag- standard coag Microprocessor controlled Handswitch and Footswitch Operation Frequency - 400W Minimum RF Distortion; User settable program modes HF Leakage current > 150mA Weight: 7.5 Kg (Approx.) Size: 40*20*15CM Weight: Approx. 4.2KG With complete accessories With manufacturer's warranty	1	unit	90,000.00	90,000.00
		GRAND TOTAL				780,000.00

IV.Scope of Contract

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

- 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;
- The Schedule of Requirements;
- The Technical Specifications;
- The General Conditions of Contract;
- The Special Conditions of Contract
- The Performance Security; and
- 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

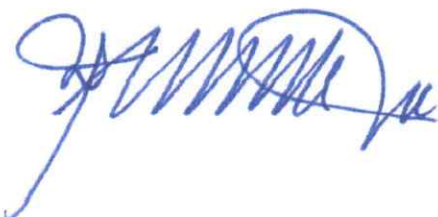
If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and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

ID No. WAD - 0218

Issued on: December 21, 2022

Issued at: NVSU

For the Supplier:


NELVIN F. SABADO
Authorized Representative

ID No. _____

Issued on: _____

Issued at: _____

Signed in the presence of:


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

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.

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 **NELVIN F. SABADO** of **MEDWISE PHARMACY**, 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 eight (8) 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 JUN 11 2025 day of 2025 in CAUAYAN CITY, ISABELA.

Doc. No: 346 ;
Page No.: 71 ;
Book No.: 20 ;
Series of 2025.


ATTY. CRISANTO M. MORA, CPA
NOTARY PUBLIC
Until December 31, 2025
ROLL NO. 62092
PTR NO. 4468242 S/01-02-2025/Cauayan City, Isabela
IBP Lifetime Membership No. 104-9569
Notarial Appl. 2024-015