

# CONTRACT OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this SEP 04 2023 day of \_\_\_\_\_ 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 **MEDGENIX PHARMACEUTICAL TRADING** with principal office at Mabini St. Buag, Bambang, Nueva Vizcaya represented herein by its Authorized Signatory, **HERSHEY B. ALVAREZ**, hereinafter referred to as the **Supplier**;

## WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2023-07G: Procurement of Medical Supplies for both Campuses (2<sup>nd</sup> Advertisement)**;

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 August 23 2023;

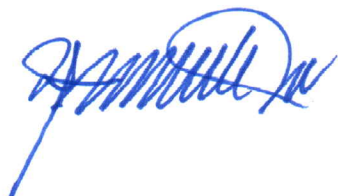
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

### I. Contract Price

The total contract price is **Three Hundred Seventy Thousand Nine Hundred Fifty-One pesos and 44/100 only (Php 370,951.44)**.

### II. Expected date of Delivery of Goods and/or Performance of Services 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 completion of delivery of goods/supplies and materials of the unit Bid stated below:

Item No.	Particulars	Qty	Unit of Measurement	Unit Cost	Total Cost
3	ALCOHOL, ETHYL ALCOHOL 70% 500ML BOTTLE FDA approved	134	Bottle	112.90	15,128.06
4	ALCOHOL, Ethyl alcohol, 70%, 1 Gallon FDA approved	16	Gallon	725.01	11,600.16
12	ANTACID, Aluminum Hydroxide, Magnesium Hydroxide 200mg/100 mg tab 100's	15	Box	77.41	1,161.15
13	ANTACID, omeprazole, 20mg/capsule, 100's per box	4	Box	354.82	1,419.26
14	ANTACID, Ranitidine 300 mg film coated tab, 100's	10	Box	338.69	3,386.88
16	ANTI-ASTHMA, Salbutamol + Ipratropium 500mcg/2.5 ml nebule 35's	11	Box	564.48	6,209.28
17	ANTI-ASTHMA, Salbutamol 2 mg tab, 100's	25	Box	67.74	1,693.44
18	ANTI-ASTHMA, Salbutamol Nebules 1mg/ml, 20's x 2.5 ml	37	Box	399.97	14,798.89
19	ANTI-ASTHMA, Vitex negundo L. 600mg tab, 100's	30	Box	483.84	14,515.20
21	ANTIBIOTIC, Amoxicillin 500mg cap, 100's	21	Box	262.89	5,520.61
23	ANTIBIOTIC, Cefalexin 500mg cap, 100's	5	Box	564.48	2,822.40
24	ANTIBIOTIC, Cefalexin, 500mg/capsule. 100cap/box	6	Box	338.69	2,032.13
26	ANTIBIOTIC, Cefuroxime 500mg tab, 60's	18	Box	764.47	13,760.41
27	ANTIBIOTIC, Ciprofloxacin 500mg tab/ 100's	12	Box	222.57	2,670.80
28	ANTIBIOTIC, Clindamycin 300mg cap, 100's	5	Box	483.84	2,419.20
29	ANTIBIOTIC, cloxacillin.500mg/cap.100cap/box	8	Box	266.11	2,128.88
30	ANTIBIOTIC, Co-Amoxiclav 625mg/tab 20's	67	Box	306.43	20,530.81
31	ANTIBIOTIC, Cotrimoxazole 800mg/160mg tab, 100's	3	Box	182.25	546.74
32	ANTIBIOTIC, Mupirucin Ointment 5g	4	Tube	77.41	309.64
33	ANTIBIOTIC, Ofloxacin otic ear drop 0.3%, 3mg/5ml	10	Bottle	209.66	2,096.60
35	ANTIBIOTIC, Silver Sulfadiazine 1% topical cream 25g tube	6	Tube	93.54	561.24
41	ANTIHISTAMINE, cetirizine 10 mg tab, 100's	29	Box	56.45	1,636.99
42	ANTIHISTAMINE, Diphenhydramine 50mg/ml solution for injection 10 ampules x 1ml	4	Box	249.98	999.92
43	ANTIHISTAMINE, loratadine 10 mg/tab, 100's	5	Box	159.67	798.34
44	ANTIHISTAMINE, Montelukast levocetirizine 10mg/5 mg tab, 30's	10	Box	362.88	3,628.80
45	ANTIHYPERTENSIVE, amlodipine 5 mg tab, 100's	20	Box	40.32	806.40
46	ANTIHYPERTENSIVE, Clonidine Hydrochloride 75 mcg/tab, 100's	12	Box	641.89	7,702.68
47	ANTIHYPERTENSIVE, losartan 50 mg tab, 100's	20	Box	99.99	1,999.80
48	ANTIMOTILITY, Loperamide 2 mg cap, 100's	17	Box	80.64	1,370.88

Item No.	Particulars	Qty	Unit of Measurement	Unit Cost	Total Cost
55	BANDAGE, Adhesive plastic bandage, hypo allergenic, 1.9cm x 7.6 cm), 100's	2	Box	80.64	161.28
62	CORTICOSTEROID, Dexamethasone 4mg/tab, 100's	2	Box	3,225.60	6,451.20
65	COTTON, cotton balls, 300's	10	Pack	112.90	1,128.96
67	COTTON, cotton roll, 400 grams/roll, highly absorbent, medical grade, 100% cotton	5	Piece	177.41	887.04
68	COTTON, micro cotton roll 8x33mm, 500's	6	Pack	161.28	967.68
70	DECONGESTANT, Phenylpropanolamine hcl, chlorphenamine maleate paracetamol, 25mg/2mg/325mg tab, 100's	36	Box	235.47	8,476.88
75	DISINFECTANT, CONCENTRATION 5% Sodium Hypochlorite and Surfactant, 1 gallon Chlorine-based cleaner for routine cleaning and disinfecting of washable surfaces like bath, kitchen and floor tiles. Contains surfactant and 5% sodium hypochlorite to clean and disinfect at the same time. Size: 1 gallon ;Kills germs and viruses, Removes dirt and stains, For use on floors, tiles, laboratory tables, sink and all other washable surfaces	6	Gallon	322.56	1,935.36
76	DISINFECTANT, Glutaraldehyde/Sterilizing, Disinfecting, Solution, 1, Liter * Activated Glutaraldehyde Solution * Use for Sterilization and High Level Disinfectant * Available Sizes: 1 Liter	1	Liter	1,612.80	1,612.80
77	DISINFECTANT, Sodium Hypochlorite 5% to 10% Concentration 1 liter Container Bottle	16	Liter	116.12	1,857.92
78	DISINFECTANT, sodium hypochlorite 5-10% conc., killing 99.9% of common viruses, bacteria and fungi, 1 liter/bottle	5	Bottle	75.80	379.00
80	FACE MASK, Disposable, 3 ply, earloop, FDA approved, 50's	50	Box	88.70	4,435.00
81	FACE MASK, Face-Lifting, 3ply, up to 95%, mesh breathable composite fabric, tight fit, anti-pollen, anti-smoke, anti-dust, anti-fog, 10pcs/pack, white color, FDA Approved	323	Pack	32.26	10,418.69
82	GAUZE PAD, Sterile gauze 2x2, 100% cotton, 100's	23	Box	161.28	3,709.44
83	GAUZE PAD, Sterile gauze, 4x4 100's	6	Box	306.43	1,838.58
84	GELFOAM, dental use, absorbable hemostatic hemocollagen sponge 10 pcs	20	Bottle	546.74	10,934.78
87	GLUCOMETER, strips compatible with Freestyle Optium, 50's/box	8	Box	1,451.52	11,612.16
90	KIT, FIRST AID KIT: 21 Antiseptic Towelettes; 36 Alcohol Prep Pads; 6 Sting Relief Pads; 1 Instant Cold Compress 6' x 9'; 50 Adhesive Bandages - 3/8" x 1 1/2"; 60 Adhesive Bandages - 3" x 3/4"; 20 Adhesive Bandages - 1"x3"; 10 Butterfly Closure Bandages; 18 Wound Closure Strips 1/4"x1 3/8"; 2 Gauze Rolls - 2"x4.1 yds.; 2 Eye Pad; 8 Sterile Gauze Pads - 2"x2"; 4 Sterile	12	Set	2,580.48	30,965.76

Item No.	Particulars	Qty	Unit of Measurement	Unit Cost	Total Cost
	Gauze Pads - 4"x4"; 1 Sterile Trauma Pad - 5"x9"; 1 Adhesive Tape Roll - 1"x5 yds.; 1 Triangular Bandage 40"x40"x56"; 4 Examination Gloves; 1 Metal Scissor; 1 Metal Tweezers 3"; 1 English First Aid Instruction Guide				
91	LIQUID HAND SANITIZER, gel, kills 99.99% of disease-causing germs, antibacterial, non-sticky and lightly scented, pump type, 500MI	20	Bottle	161.28	3,225.60
92	LIQUID HAND SANITIZER, up to 250-500ml with pump	75	Bottle	129.02	9,676.50
94	MASK, Made of medical grade PVC, Elastic head strap, smooth and feathered edge, DEHP free and 100% latex free, Tubing length at least 2M, green, FDA Approved	30	Piece	177.41	5,322.24
95	MASK, Particulate respirator mask, four layer respiratory protection against airborne bacteria, viruses, dust, fumes and droplets. Wing design for ease breathing and convenient storage. With medical- grade filter protection against harmful particles. Breathable 3D flex design allows ease breathing. Individually packed. 20's, FDA registered	15	Box	403.20	6,048.00
100	MEDICAL SOLUTION, Betadine-DELETE (POVIDONE IODINE) Solution 120 ML	17	Bottle	88.70	1,507.90
105	MEDICAL SOLUTION, IV Fluid, 5% dextrose in water, 500 ml	2	Bottle	112.90	225.79
106	MEDICAL SOLUTION, IV Fluid, Dextrose 50 mg/ 50 ml, 20's,	1	Box	88.70	88.70
109	MEDICAL SOLUTION, IV Fluid, Sodium Chloride, PNSS, 250 ml	2	Bottle	80.64	161.28
110	MEDICAL SOLUTION, Silver sulfadiazine 1% topical cream 25g tube	5	Tube	161.28	806.40
111	MEDICAL SOLUTION, Sterile water for injection, 10 ml per ampule, 10's	5	Box	80.64	403.20
112	MEDICAL SOLUTION, Tetanus Antitoxin 1500 IU/0.7 ml solution for injection, ampule, 10's	3	Box	1,290.24	3,870.72
113	MEDICAL SOLUTION, Tetanus Toxoid Absorbed 40IU/0.5ml ampule, 10's	4	Box	749.95	2,999.80
119	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	11	Set	24.19	266.09
120	MEDICAL SUPPLY, Nitroglycerin patch 5mg/24hrs 10pcs	1	Box	1,048.32	1,048.32
121	MEDICAL SUPPLY, Nitroglycerin Sublingual Tablets, USP, 0.4mg, 25/bottle	3	Bottle	1,128.96	3,386.88
122	MEDICAL SUPPLY, Pulse Oximeter, fingertip Specification: Measurement Range   SpO2: 35%~99%; PR: 30~250 bpm Precision   SpO2:	1	Piece	2,741.76	2,741.76

Item No.	Particulars	Qty	Unit of Measurement	Unit Cost	Total Cost
	70%~99%; ±2%; 35%~69% (unspecified); Pulse rate: 30~250bpm; ±3 SpO2 Accessory   Adult Probe Included, Pediatric / Neonatal Probe Optional Power Supply   2 x "AAA" Alkaline Pulse oximeter Finger type Lase Manual Battery				
123	MEDICAL SUPPLY, Sodium Alginate, Sodium Bicarbonate, Calcium Carbonate 500mg/267mg/160mg, 150 ml	6	Bottle	88.70	532.20
125	MOUTHWASH, Oral rinse, contains chlorhexidine gluconate 0.12% plus calcium, 500 ml/bottle, dental variant	1	Bottle	380.62	380.62
126	MOUTHWASH, Oral rinse, contains chlorhexidine gluconate 0.20% and zinc, 500 ml/bottle, dental variant	1	Bottle	380.62	380.62
128	MUCOLYTIC, Ambroxol hydrochloride 75 mg, cap, 100's	14	Box	632.22	8,851.05
129	MUCOLYTIC, Carbocisteine 500 mg/cap, 100's	26	Box	159.67	4,151.35
137	PAIN RELIEVER, Celecoxib 100 mg cap, 20's	16	Box	483.84	7,741.44
138	PAIN RELIEVER, Mefenamic Acid 500mg cap, 100's	74	Box	122.57	9,070.39
141	PAIN RELIEVER, Pain Relieving Spray 78 g, Topical, Methyl Salicylate Camphor + Menthol, Hospital Strength	7	Bottle	483.84	3,386.88
142	PAIN RELIEVER, tramadol hcl 50mg/ml, 10 ampules of 2 ml	10	Box	209.66	2,096.60
143	PAIN RELIEVER, Topical Pain Reliever 120ml, Methyl Salicylate Camphor + Menthol	20	Bottle	129.02	2,580.40
144	PAIN RELIEVER, Topical Pain Reliever 180ml Methyl Salicylate Camphor + Menthol	10	Tube	354.82	3,548.16
145	PARACETAMOL, 500 mg tab, 500's	24	BOTTLE	419.33	10,063.87
146	PARACETAMOL, Paracetamol + Ibuprofen 325mg/200 mg capsule, 100's	16	Box	161.28	2,580.48
151	PREGNANCY TEST KIT, Pregnancy test kits, 40's	1	Box	725.76	725.76
152	PROPHYLAXIS, prophy brush- prophy cup flat for contra angle use, soft white cup for polishing the tooth surface, achieves a high shine quality. Disposable. 100's/box	4	Box	375.78	1,503.12
155	PROPHYLAXIS, prophy paste, without fluoride mint parfait flavor 340 g	3	Jar	3,064.32	9,192.96
156	PROTON PUMP INHIBITOR, Omeprazole 20 mg, 100's	20	Jar	101.61	2,032.13
159	SYRINGE, Disposable syringe 3 cc, medical grade, FDA Approved, 100's	6	Box	298.37	1,790.21
160	SYRINGE, Disposable syringe, 10 ml, 100's, FDA Approved	1	Box	403.20	403.20
162	SYRINGE, Disposable Syringe, tuberculin, 1ml, medical grade, FDA Approved	3	Box	290.30	870.90
163	TAPE, Surgical Tape 12 rolls per box, Gentle Adhesion, Comfortable and highly breathable, hypoallergenic and not made with natural	7	Box	72.58	508.03

Item No.	Particulars	Qty	Unit of Measurement	Unit Cost	Total Cost
	rubber latex, economical single use rolls, paper, hypoallergenic tape, white, 1 inch x 10 yards				
165	TOPICAL OINTMENT, mupirocin 20mg/5 mg per tube	6	Piece	77.41	464.46
168	VITAMINS, Ferrous Sulphate 60 mg sugar coated tablet, 100's	24	Box	48.38	1,161.12
170	VITAMINS, NAC-N Acetyl Cysteine 600 mg tab, 100's	14	Box	564.48	7,902.72
171	VITAMINS, Vitamin B- Complex 100mg/5mg/50mcg, tablet, 100's	54	Box	96.77	5,225.47
	<b>Grand Total</b>				<b>370,951.44</b>

#### 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

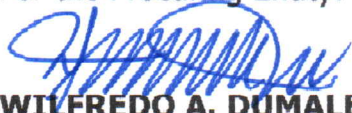
If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Supplier** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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.**  
Public Servant and University President

ID No. WAD - 0218

Issued on: NVSU

Issued at: December 21, 2022

For the Supplier:

  
**HERSHEY B. ALVAREZ**  
Proprietress/Manager


ID No. BOJ - 19 - 004200

Issued on: \_\_\_\_\_

Issued at: \_\_\_\_\_

Signed in the presence of:

  
\_\_\_\_\_  
NVSU Representative

  
\_\_\_\_\_  
JESSA C. BACCAY  
Supplier Representative

### Funds Available:

  
**LIZA A. PARAGUAS-GONZAGA**  
NVSU Accountant IV

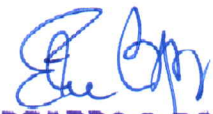
**ACKNOWLEDGMENT**

Republic of the Philippines )  
Province of Nueva Vizcaya )  
Municipality of Bayombong ) **BAMBANG, NUEVA VIZCAYA** 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 **HERSHEY B. ALVAREZ** of MEDGENIX PHARMACEUTICAL TRADING, who presented to me her valid ID B01-19-004200 issued by LTO 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 SEP 04 2023 day of \_\_\_\_\_ 2023 in BAMBANG, NUEVA VIZCAYA, Philippines.

  
**ATTY. EDGARDO C. BALGOS**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2023  
EDU BALGOS LAW OFFICE  
BAMBANG, NUEVA VIZCAYA  
PTR NO. 2706796 1/31 13 NV  
MCLE NO. VII-0011936 3/21/2022  
IBF LIFE NO. 641233 1/9/2006 NV  
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