

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this ___ 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 **SHAN PHARMACEUTICAL DEALER AND DRUGSTORE** with principal office at Centro Poblacion, Oas, Albay represented herein by its Manager, **BERNESE O. BIGAY**, 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 (2nd 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 _____ 2023;

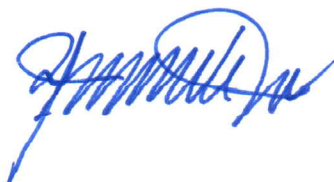
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

I. Contract Price

The total contract price is **Three Hundred Seventy-Four Thousand Three Hundred Ninety-One and 36/100 pesos only (Php 374,391.36)**.

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
1	ALCOHOL, 70% Isoprophyl Alcohol, 500ml FDA approved	100	Bottle	85.00	8,500.00
2	ALCOHOL, 70% Isopropyl Alcohol, Spray, 60 ml FDA approved	100	Bottle	27.00	2,700.00
5	ALCOHOL, Ethyl, 68%-72%, 500ml, FDA approved	154	Bottle	61.69	9,500.00
6	ALCOHOL, Isopropyl 70%, 500ml, scented, for external use FDA approved	216	Bottle	92.59	19,999.94
7	ALCOHOL, Isopropyl, 70%, scented, FDA approved, 1gal	120	Gallon	416.67	50,000.00
8	ANESTHESIA, Lidocaine HCL epinephrine 20 mg/ 10 mcg per ml, solution for injection, 50 x 1.8 ml cartridge per box	20	Box	800.00	16,000.00
9	ANESTHESIA, lidocaine hcl injection 2%, 5ml ampule	20	Ampule	12.50	250.00
11	ANESTHESIA, topicaina benzocaine 20% topical anesthetic gel, 32g	14	Piece	271.43	3,800.00
15	ANTI-ASTHMA, Budesonide 500mcg/ml nebule	15	Piece	326.67	4,900.00
20	ANTIBIOTIC, 0.2% Chlorhexidine DiGluconate Solution Spray, 60ml	8	Bottle	550.00	4,400.00
22	ANTIBIOTIC, Azithromycin 500mg/tab, 100's	25	Box	880.00	22,000.00
40	ANTI HISTAMINE, Calamine 8g Diphenhydramine Hydrochloride 1g Lotion 30mL	5	Bottle	146.00	730.00
49	ANTISEPTIC, Povidone Iodine 10% Solution, 1 gallon	4	Gallon	950.00	3,800.00
50	ANTISEPTIC, Povidone Iodine 10%, 120 ml	50	Bottle	270.00	13,500.00
51	ANTISPASMODIC, hyoscine N butylbromide + paracetamol 10 mg/500 mg film coated tab, 100's	7	Box	2,571.43	18,000.00
52	ANTISPASMODIC, Hyoscine n butylbromide 10 mg tab, 100's	10	Box	298.00	2,980.00
54	ANTITUSSIVE, dextromethorpan HBr, Phenylpronalamine HCL, Paracetamol, 15mg/25mg/325mg per capsule, 100 caps per box	6	Box	1,166.67	7,000.00
56	BANDAGE, Arm sling bandage, Large, blue color	12	Piece	49.00	588.00
57	BANDAGE, Elastic Bandage 6"	20	Piece	41.45	829.00
58	BANDAGE, High quality Elastic Bandage 3" x 5 yards	30	Piece	36.63	1,098.90
59	BANDAGE, High quality Elastic Bandage 6" x 5 yards	30	Piece	55.33	1,659.90
60	BANDAGE, Waterproof Medical Sterile Wound Dressing Stickers Film Patch Breathable	1	Box	1,870.00	1,870.00

Item No.	Particulars	Qty	Unit of Measurement	Unit Cost	Total Cost
	Adhesive Dressing, 6 cm x 7 cm, 100's FDA Approved				
61	BED LINEN, DISPOSABLE NON WOVEN BED SHEET, Color: Blue Weight: Approx. 14grams Package List: 1 PIECE x Non Woven Disposable Bed Sheet 200x100 cm 25 gsm	100	Piece	62.00	6,200.00
64	CORTICOSTEROID, Hydrocortisone Sodium succinate 250mg/2ml sterile powder for injection	5	Piece	758.00	3,790.00
66	COTTON, cotton buds, 400's	7	Pack	62.14	434.98
69	COTTONBALLS, cotton balls 100s/pack	5	Pack	137.60	688.00
71	DISINFECTANT SPRAY, antiseptic and disinfectant spray 500ml	3	Bottle	533.33	1,599.99
72	DISINFECTANT SPRAY, DISINFECTANT SPRAY 510ML/BOTTLE	17	Bottle	541.18	9,200.00
73	DISINFECTANT SPRAY, Kills 99.9% of viruses and bacteria, scented, atleast 510 gms, any scent	9	Can	633.33	5,699.97
74	DISINFECTANT, Alcohol-based hand disinfectant, 1000ml 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	6	Bottle	1,706.67	10,240.00
86	GLUCOMETER, glucose strip, 25's, compatible with Easy touch GCU meter	10	Box	929.00	9,290.00
88	GLUCOMETER, strips for one touch ultra, 50's per bottle	7	Bottle	1,382.71	9,678.97
89	KIT, First Aid Kit with complete accessories size:20x5x15.5 cm 1 pc. Scissor; 15 cm 1 pc. Tweezer; 11 cm 1 pc. Triangular bandage; 98x96x136cm 1 pair PVC gloves 1 pc. Eye pad; 6x8 cm 1 pc wound dressing; 6x7 cm 1 pc wound dressing; 6x10 cm 4 pcs. Cleaning wipes; 12x20 cm 4 pcs. Antiseptic wipes; 12x20 cm 4 pcs. Soft wipes; 12x20 cm 4 packs Mosquito repellent wipes; 5x5 cm 10 packs iodine pad; 5x5 cm 20 packs alcohol prep pad; 5x5 cm 1 pc. Emergency blanket; 130x210 cm 1 roll adhesive tape; 1.25x 5 mtrs. 30 pcs. Band aids; 7.2x1.9 cm 6 pcs. H-shape Band aid; 7.6x4.5 cm 10 pcs. Small band aid; 2.5x5 cm 5 pcs. Closure band aid; 5.5x4.5 cm 1 pc. Large band aid; 6.5x10 cm 10 pcs. Safety pins; #2 1 pc. CPR Mask; 20x19 cm 1 roll conforming bandage; 7.5x4.5 cm 1 roll conforming bandage; 5x4.5 cm 1 roll conforming bandage; 10x4.5 cm 2 pcs sterile gauze pad; 5x5 cm 2 pcs. Sterile gauze pad; 7.5x7.5 cm 1 pc. Buckle tourniquet; 6x40 cm 1 pc. 2-in-1 whistle; 5x2 cm 1 pc. Sewing kit; 3.5 cm 1 pad paper card; 10x9 cm	20	Piece	925.00	18,500.00

Item No.	Particulars	Qty	Unit of Measurement	Unit Cost	Total Cost
93	LOZENGES, Benzydamine HCL +Cetylpyridinium Chloride 3mg/1.33mg, 8's, honey lemon flavor	50	Pack	220.00	11,000.00
97	MEDICAL GLOVES, Surgical gloves, sterile hypoallergenic, size 6, 50's/Box	2	Box	1,070.00	2,140.00
98	MEDICAL GLOVES, Surgical Gloves, sterile, hypoallergenic, size 7, 50's/Box	8	Box	1,062.50	8,500.00
99	MEDICAL SOLUTION, Atropine Sulphate 1mg/ ampule solution for injection, 10's	1	Box	149.00	149.00
101	MEDICAL SOLUTION, Hydrogen Peroxide 120ml	22	Bottle	8.64	190.00
102	MEDICAL SOLUTION, Hydrite Oral Rehydration Salts (4 sachets) Apple flavor - Electrolyte Replenisher Solution	10	Sachet	75.00	750.00
103	MEDICAL SOLUTION, IV Fluid, 5% Dextrose in lactated ringers solution (D5LR) 1000 ml	4	Bottle	100.00	400.00
104	MEDICAL SOLUTION, IV Fluid, 5% Dextrose in lactated ringers solution (D5LR) 500 ml	2	Bottle	85.00	170.00
107	MEDICAL SOLUTION, IV Fluid, Lactated Ringer's Solution 1000 ml	2	Bottle	110.00	220.00
108	MEDICAL SOLUTION, IV Fluid, Sodium Chloride PNSS 1000 ml	4	Bottle	110.00	440.00
114	MEDICAL SUPPLY, IV Cannula gauge 24, FDA Approved	14	Piece	14.29	200.00
115	MEDICAL SUPPLY, IV Cannula, gauge 18, FDA Approved	5	Piece	14.00	70.00
116	MEDICAL SUPPLY, IV Cannula, gauge 20, FDA Approved	3	Piece	13.33	39.99
117	MEDICAL SUPPLY, IV Cannula, gauge 22, FDA Approved	6	Piece	13.33	79.98
118	MEDICAL SUPPLY, IV Cannula, scalp vein set, gauge 25, 6's	1	Box	95.00	95.00
124	MICROSCOPE SLIDE, microscope slides, plain, 72 slides/box	4	Box	62.50	250.00
127	MOUTHWASH, Povidone + Iodine 1% oral solution, 500 ml/bottle, dental variant	1	Bottle	320.00	320.00
130	NITRILE GLOVES, Nitrile examination gloves, non-sterile, Medium, latex free, powder free, blue, CE compliance, ASTM 100/box	10	Box	230.00	2,300.00
131	OIL, Methyl Salicylate Camphor + Menthol Oil 50ml	20	Bottle	85.00	1,700.00
132	OPHTHALMIC EYEDROPS, Daily eyelid cleansing, 30g, Composition: poloxamer 188, PEG 90, carbomer gel, sodium hydroxide, purified water	3	Piece	416.67	1,250.00
133	OPHTHALMIC EYEDROPS, Polyethylene Glycol Glycerine Hypermellose, 10 ml	6	Bottle	266.67	1,600.00
134	ORAL GEL, deproteinized calf blood extract + polidocanol, 2.5mg/10mg per 1g, dental ointment	2	Tube	550.00	1,100.00

Item No.	Particulars	Qty	Unit of Measurement	Unit Cost	Total Cost
135	ORAL GEL, Hyaluronic Acid gingival gel 2%, 20 ml	2	Tube	875.00	1,750.00
136	ORAL GEL, Miconazole 2% oral gel 2.5g	2	Tube	350.00	700.00
139	PAIN RELIEVER, Methyl Salicylate Camphor + Menthol, 25 ml	166	Bottle	60.24	9,999.84
140	PAIN RELIEVER, (Oil of Wintergreen-delete) Methyl Salicylate, 15 ml	200	Bottle	28.50	5,700.00
147	PETRI DISH, top and bottom, material: borosilicate glass, 100mm x 15mm, tops and bottoms have markings for easier sorting	51	Box	254.90	12,999.90
148	POUCH, self sealing sterilization (autoclave safe), 135mmx290mm, 200pcs/box	4	Pair	375.00	1,500.00
149	POUCH, self sealing sterilization pouch (autoclave safe), 90mmx260mm, 200pcs/box	4	Box	250.00	1,000.00
150	POUCH, self sealing sterilization pouch (autoclave safe), size: 70mmx 260mm, 200pcs/box	4	Box	225.00	900.00
153	PROPHYLAXIS, Prophy paste, non-fluoride, 340 g/jar	3	Box	866.67	2,600.00
154	PROPHYLAXIS, prophy paste, with phosphate fluoride (1.23% fluoride ion), 340g/jar	3	Jar	866.67	2,600.00
158	SUTURE, Surgical silk, chromic round bodied 3/0 26mm, 1/2 c, 75 cm, 12's	4	Box	350.00	1,400.00
164	THERMOMETER, glass laboratory thermometer, 0-110 degrees Celsius, white	2	Box	325.00	650.00
166	TOPICAL OINTMENT, Zinc Oxide+ Calamine ointment 3.5g, sachet	130	Tube	43.85	5,700.00
167	VITAMINS, Ascorbic Acid + Zinc 500 mg tab, 100's	100	Piece	125.00	12,500.00
169	VITAMINS, Multivitamins + iron capsule, 100's	60	Bottle	200.00	12,000.00
	Grand Total				374,391.36

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

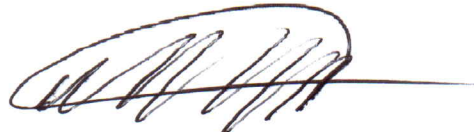
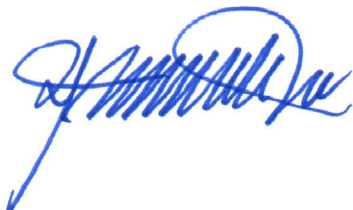
If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and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

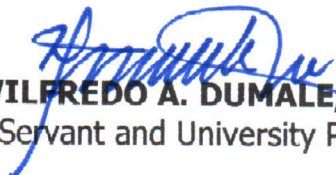
Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.

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:


BERNESE O. BIGAY
Manager

ID No. BIR-07-002758

Issued on: _____

Issued at: Santiago City

Signed in the presence of:



NVSU Representative



Supplier Representative

Funds Available:

Php 371,391.36

LIZA A. 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 **BERNESE O. BIGAY** of SHAN PHARMACEUTICAL DEALER AND DRUGSTORE, who presented to me her 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 AUG 30 2023 day of _____ 2023 in Bayombong, Nueva Vizcaya, Philippines.

ATTY. ARIANEJOY ROCHELLE K. GAUAN
Notary Public
#88 National Road, District IV, Bayombong, Nueva Vizcaya
Not. Com. No. 0722, valid until 12/31/2024
Roll Number: 72888, 06/17/2019
IBP No. 250734, 12/15/2022, (for 2023)
PTR No. 2706556, 12/13/2022, (for 2023) NV
MCLE Com. No. VII-0011410

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