

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 **JIO ENTERPRISES** with principal office at Villa Rica Building, City Road, Centro West, Santiago City, Isabela represented herein by its General Manager, **RUSSEL D. PONCE**, 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;

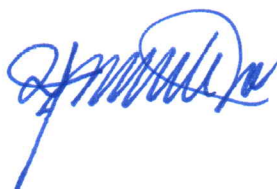
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

I. Contract Price

The total contract price is **Thirty-Eight Thousand Four Hundred Twenty-Five pesos only (Php 38,425.00)**.

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
10	ANESTHESIA, lidocaine hydrochloride, 20mg/ml 2% solution for injection, 50ml/vial	4	Vial	70.00	280.00
25	ANTIBIOTIC, Cefixime 200mg cap 100's	21	Box	650.00	13,650.00
34	ANTIBIOTIC, Polymycin B Sulphate, Neomycin Sulphate dexamethasone 10000U/5.5mg/ 1 ml ophthalmic drops, 5 ml	10	Piece	200.00	2,000.00
36	ANTIBIOTIC, Tobramycin Ophthalmic eye drops 0.3%, 5ml	6	Piece	160.00	960.00
37	ANTIEMETIC, meclizine HCL, 25mg per tab, chewable, 100tab/box	8	Box	250.00	2,000.00
38	ANTIFIBRINOLYTICS, Tranexamic Acid 100 mg/ml, 5ml amp	5	Ampule	130.00	650.00
39	ANTIFIBRINOLYTICS, Tranexamic Acid 500 mg capsule, 100's	4	Box	550.00	2,200.00
53	ANTITUSSIVE, ButamirateCitrate, 50mg/tab, 100tabs/box	5	Box	850.00	4,250.00
63	CORTICOSTEROID, Dexamethasone Phosphate 4mg/ml, 2ml amp	10	Ampule	14.00	140.00
79	DIURETICS, Blumea Balsamifer (L.) Sambong Leaf, 500mg/tab, 100's	2	Box	550.00	1,100.00
85	GLUCOMETER, blood lancet, 100's compatible with ONETOUCH	5	Box	120.00	600.00
96	MEDICAL GLOVES, Non Sterile surgical gloves, powder free, latex free, 100's//Box size: medium	10	Box	250.00	2,500.00
157	PROTON PUMP INHIBITOR, Omeprazole 40 mg, 30's	30	Box	250.00	7,500.00
161	SYRINGE, Disposable syringe, 5 cc, 100's, FDA Approved	1	Box	595.00	595.00
	GRAND TOTAL				38,425.00

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

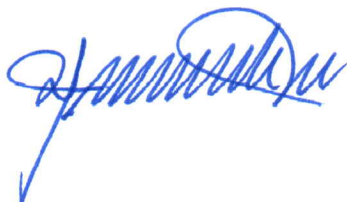
If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and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

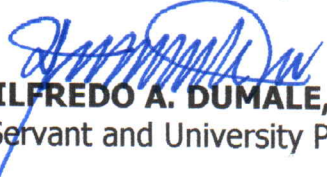
Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.

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 *wf*

ID No. WAD - 0218

Issued on: NVSU

Issued at: December 21, 2022

For the Supplier:

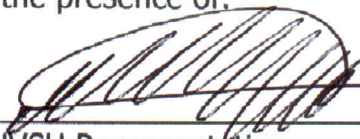

RUSSEL D. PONCE
General Manager

ID No. 0002393

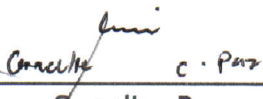
Issued on: 07/10/25

Issued at: Baguio City

Signed in the presence of:



NVSU Representative



Supplier Representative

Funds Available:

Php 733,425.
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 _____ issued by _____ as competent proof of identity, and **RUSSEL D. PONCE** of JIO Enterprises, 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 five (5) 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 30th day of August 2023 in Santiago City, Philippines.



Notary Public

ATTY. ABRAHAM B. SABLE

NOTARY PUBLIC

MTR Exemption No. VII-Acado05482, Valid Until 04-14-2025
Not. Com. No. 0270, Issued on July 12, 2022 by the RTC Br.36

PTR No. 3323003, 01-03-23

IBP No. 263537, 01-03-23

Roll No. 25865

Until December 31, 2023

Santiago City

Doc. No: 99;
Page No.: 2;
Book No.: 246;
Series of 2023.



Republic of the Philippines
NUEVA VIZCAYA STATE UNIVERSITY
Bayombong, Nueva Vizcaya

NOTICE TO PROCEED

NTP No.: 2023-08-009G

July 18, 2023

RUSSEL D. PONCE

General Manager
JIO ENTERPRISES
Villarica Building City Road
Centro West, Santiago City
Isabela

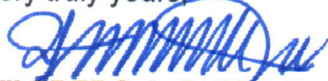
Sir:

The attached Contract Agreement having been approved; notice is hereby given to **JIO ENTERPRISES** to proceed with project **2023-07G: Procurement of Medical Supplies for both Campuses (2nd Advertisement)** effective seven (7) days after the receipt of this notice.

Anent to this, you are responsible for the execution and completion of the Works under the terms and conditions of the Contract/Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the NVSU – UBAC Office.

Very truly yours,


WILFREDO A. DUMALE, JR.
Public Servant and University President

I acknowledge receipt of this Notice on 08/30/23

Name of the Representative of the Bidder: Corabelle C. Paz

Authorized Signature: 

NVSU-FR-BAC-18-00 (101421)

CAMPUSES:

BAYOMBONG CAMPUS
Telefax: (078) 321-2112

BAMBANG CAMPUS
Telefax: (078) 392-1605