

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this 21st day of June 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 **JIO ENTERPRISES** with principal office at Villa Rica Building City Road, Centro West, Santiago City, Isabela, Philippines 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 **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 **Two Hundred Fourteen Thousand Five Hundred Eighty-Five Pesos Only (Php214,585.00)**.

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	12	ANTI-ASTHMA, Vitex negundo L. 600mg tab, 100's/box	Box	42	520.00	21,840.00
2	14	ANTI-ASTHMA, Salbutamol + Ipratropium Bromide 500mcg/2.5 ml nebule ,30 nebules per box	Box	10	600.00	6,000.00
3	16	ANTIBIOTIC, Azithromycin 500mg/tab, 30tabs/box	Box	8	620.00	4,960.00
4	20	ANTIBIOTIC, Ciprofloxacin 500mg tab, 100'tab per box	Box	10	500.00	5,000.00
5	21	ANTIBIOTIC, cloxacillin, 500mg/cap, 100cap /box	Box	24	350.00	8,400.00
6	22	ANTIBIOTIC, Co-Amoxiclav 625mg/tab , 14' tabs per box	Box	70	350.00	24,500.00
7	25	ANTI HISTAMINE, cetirizine 10 mg tab, 100 tabs per box	Box	36	250.00	9,000.00
8	27	ANTI HISTAMINE, loratadine 10mg/tab, 100tabs per box	Box	12	300.00	3,600.00
9	28	ANTI HYPERTENSIVE, Amlodipine, 5 mg tab, 100's	Box	60	150.00	9,000.00
10	30	ANTI HYPERTENSIVE, Losartan, 50mg tab, 100's	Box	60	200.00	12,000.00
11	31	ANTIMOTILITY, Loperamide 2 mg cap, 100 capsule per box	Box	27	200.00	5,400.00
12	42	BANDAGE, elastic, 4"x 5 yards per roll, with individual packing	Roll	80	30.00	2,400.00
13	43	BANDAGE, elastic, 6" x 5 yards per roll with individual packing	Roll	30	45.00	1,350.00
14	46	BANDAID, sterile washproof plasters, latex free, breathable, 72mmx19mm, 100plasters per pack	Box	5	150.00	750.00
15	48	COTTONBALLS, 100 pcs per pack	Pack	47	75.00	3,525.00
16	49	COTTONBALLS, 100 pcs per pack	Pack	10	75.00	750.00
17	50	COTTONBALLS, 100pcs per pack,	Pack	30	75.00	2,250.00
18	54	DISINFECTANT, Glutaraldehyde sterilizing solution, 5liter	Bottle	2	2,000.00	4,000.00
19	63	GLUCOMETER, blood glucose and ketone test (BRANDED) , complete set and accessories, includes adjustable lancing device, lancets, test strips, bag	Set	3	2,500.00	7,500.00
20	65	GLUCOMETER, blood lancet, sterile, 200pcs per box	Box	5	180.00	900.00




No.	Item No.	Item Description	Unit	Qty	Unit Cost	BID AMOUNT
21	68	HEMA QUICK STAIN, set of 4 bottles, solutions 1, 2, 3 and 4, 250 ml per bottle	Set	2	4,500.00	9,000.00
22	73	MEDICAL GLOVES, Disposable Gloves, Blue, nitrile, medium 100pcs per pack, with FDA Product Notification Certificate	Box	11	220.00	2,420.00
23	74	MEDICAL SOLUTION, 5% Dextrose in lactated ringers solution (D5LR), 1 liter	Bottle	2	85.00	170.00
24	82	MEDICAL SUPPLY, Asepto Irrigation syringe /Bulb syringe, 60cc	Piece	5	70.00	350.00
25	83	MEDICAL SUPPLY, Disposable Wooden tongue depressor, sterile in individual packing, 100pcs /box	Box	9	220.00	1,980.00
26	87	MEDICAL SUPPLY, IV cannula, Gauge 24	Piece	5	40.00	200.00
27	89	MEDICAL SUPPLY, Nebulization Kit, with mask Adult	Pack	130	55.00	7,150.00
28	97	MUCOLYTIC, NAC-N Acetyl Cysteine 600 mg sachet with flavor, 10 sachet per box	Box	34	350.00	11,900.00
29	103	PAIN RELIEVER, celecoxib, 200mg/cap, 30 capsule per box	Box	8	300.00	2,400.00
30	105	PAIN RELIEVER, Mefenamic Acid 500 mg capsule, 100's	Box	45	150.00	6,750.00
31	110	PARACETAMOL, 500mg/tab	Box	2	120.00	240.00
32	111	PREGNANCY TEST KIT, One pouch containing a reaction cassette, a dropper and a desiccant	Pack	80	50.00	4,000.00
33	118	SYRINGE, Disposable, 3 cc with 23Gx1" needle, sterile and individually pack , 100pcs per box, FDA approved	Box	5	300.00	1,500.00
34	121	THERMOMETER, High quality ear infrared thermometer	Piece	2	2,500.00	5,000.00
35	126	VITAMINS, Multivitamins + iron capsule, 100capsule per box	Box	120	150.00	18,000.00
36	127	VITAMINS, Vitamin B-Complex 100mg/5mg/50mcg, tablet, 100 tablet per box	Box	52	200.00	10,400.00
GRAND TOTAL						214,585.00




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:


RUSSEL D. PONCE
Authorized Representative

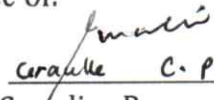
ID No. PRC - 0002383

Issued on: 07-10-1997

Issued at: Baguio City

Signed in the presence of:


NVSU Representative


Cerabelle C. Paz
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 **RUSSEL D. PONCE** of **JIO ENTERPRISES** who presented to me his valid ID 000 23 03 issued by PRC 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 six (06) 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 21st day of June 2024 in Santiago City, Philippines.

Notary Public

Doc. No: 678;
Page No.: 14;
Book No.: 1;
Series of 2024.


ATTY. EDEN V. BARBACENA
NOTARY PUBLIC
Notarial Commission No. 0284/01-16-2023
Until December 31, 2024
Roll of Attorney No. 79515
IBP No. 380139
PTR No. 3437356
MCLE EXEMPTED
Santiago City, Isabela