



Republic of the Philippines
NUEVA VIZCAYA STATE UNIVERSITY
3700 Bayombong, Nueva Vizcaya

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this ____ day of _____ 2020 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. Andres Z. Taguiam, hereinafter referred to as the **Procuring Entity**;

and

The **SURDIACA HEALTHCARE DISTRIBUTOR** with principal office at #2 Aglipay St. Corner Burgos St., Brgy. 2, San Mateo, Isabela represented herein by its General Manager, **MR. ELMO V. REYES**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the **2020-20: Supply & Delivery of Medical Supplies for both Campuses**;

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 July 16, 2020;

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 **Eight Hundred Five Thousand Nine Hundred Eighty-Nine pesos (805,989.00)**.

II. Expected date of Delivery of Goods and/or Performance of Services is Thirty (30) Calendar Days.

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.

CAMPUSES:

BAYOMBONG CAMPUS

Tel. No.: (078) 321-2280; Telefax: (078) 321-2112

BAMBANG CAMPUS Page 1 of 8

Tel. No.: (078) 803-1060; Telefax (078) 321-2037

III. Goods/Supplies

The **Supplier** accepted the aforesaid amount as payment of supplies materials for the completion of works at the unit Bid stated below:

Stock/ Proper ty No.	ITEM DESCRIPTION	QTY	UNIT OF MEASUREMEN T	UNIT COST	TOTAL COST
1	0.9% Sodium Chloride IV Infusion 1000ml	2	bottle	63.50	127.00
2	acetylcysteine 600mg/sachet (Fluimucil) (10s/box)	10	box	268.00	2,680.00
3	Aluminum hydroxide 200 mg, Magnesium hydroxide 200 mg, Simethicone 25 mg (30's x 1 pack)	10	box	771.00	7,710.00
4	Ambroxol 30 mg/tab (100's/box)	6	box	39.00	234.00
5	Ambroxol 75mg/tab 100's/box	15	box	477.00	7,155.00
6	Amlodipine 5mg tab. (100's/box) ritemed	1	box	615.00	615.00
7	Amoxicillin 500 mg/cap (100's/box)	56	box	152.00	8,512.00
8	Aneroid Sphygmomanometer Adult	2	piece	1,144.00	2,288.00
9	Anti Tetanus Toxin ampule 1500 IU per 1 ml (IM)	10	ampule	70.00	700.00
10	Arm Sling (medium)	6	piece	58.00	348.00
11	Ascorbic Acid 500 mg/ tab (100's/box)	130	box	229.00	29,770.00
12	bag valve mask	2	piece	763.00	1,526.00
13	Bandaidd medioplast strip (100's/box)	14	box	204.00	2,856.00
14	Betadine solution 120 ml	55	bottle	70.00	3,850.00
15	Blood lancet 100's(one touch ultra)	2	box	153.00	306.00
16	Brown paper bag medium size W: 5-3/8, Side: 3-1/4, H:10-3/4 (100's/bundle or 100pcs)	1	bundle	381.00	381.00
17	Butane gas refill- 300ml, can	1	can	1,143.00	1,143.00
18	Calamine + Diphenhydramine (CALADRYL)	10	bottle	128.00	1,280.00
19	Calamine lotion 8% 60 ml	20	bottle	102.00	2,040.00
20	CARBOCISTEINE 500MG (SOLMUX)	6	box	1,219.00	7,314.00
21	Carbocisteine 500mg/cap (100'sx1box)	50	box	120.00	6,000.00
22	Cefalexin 500 mg/cap (100's/box)	26	box	274.00	7,124.00
23	CEFIXIME 500MG/tab (30'S/box)	10	box	324.00	3,240.00
24	CEFUROXIME 500MG/ CAPSULE (60'S/box)	6	box	1,677.00	10,062.00
25	Celecoxib 200mg/cap (60'sx1box)	6	box	141.00	846.00
26	Cervical Collar Medium	2	piece	699.00	1,398.00
27	Cetirizine 10 mg/tab (100's/box)	20	box	77.00	1,540.00
28	Chloramphenicol 500mg/tab (100/box)	4	box	432.00	1,728.00
29	Chlorobutanol + Benzalkonium Chloride Alpha Tocopheryl Acetate (Burn ointment) 15g	6	tube	136.00	816.00
30	CHLORPENAMINE MALEATE capsule (100's/box)	4	box	25.00	100.00
31	Cidex Solution 1gallon	1	bottle	1,397.00	1,397.00
32	Ciprofloxacin 500mg/tab. (100's/box)	16	box	229.00	3,664.00
33	Clean gloves(large)	4	box	420.00	1,680.00
34	Clean Gloves(medium)	10	box	420.00	4,200.00
35	Clindamycin 300mg/cap 100's/box	14	box	483.00	6,762.00
36	Clonidine (catapres) 75 mg/tab (100's/box)	6	box	3,773.00	22,638.00
37	Clotrimazole cream	4	tube	573.00	2,292.00
38	Cloxacillin 500mg 100's/box	12	box	280.00	3,360.00
39	Coamoxiclav 625 mg (15'sx1box)	56	box	263.00	14,728.00

40	Cotrimoxazole 800 mg/tab 100's/box	6	box	191.00	1,146.00
41	Co-trimoxazole 800mg/tab. (100's/box)	8	box	191.00	1,528.00
42	Cotton balls (100'sx1box)	25	pack	38.00	950.00
43	Cotton buds	2	box	26.00	52.00
44	Cottonballs 300's/pack)	20	pack	64.00	1280.00
45	Daktarin Oral Gel, Moconazole 2% - 3.5 grams	1	piece	300.00	300.00
46	Dental fluoride ion gel 1.23% thixotropic vitamin E 1.7oz, strawberry - 50 ml	1	bottle	96.00	96.00
47	Dental hygiene lubricant spray, aerosol type - can	2	can	381.00	762.00
48	Dental syringe	5	piece	483.00	2415.00
49	Dental tray stainless steel instrument 22.5x12x2cm	5	piece	1,207.00	6,035.00
50	Dextromorphan(Tuseran Forte) (100's/box)	10	box	1,163.00	11,630.00
51	Dichlorobenzil alcohol 1.2mg, amylmetacresol 600mcg, Vit C 100mg	1	box	2,419.00	2,419.00
52	Disposable dental needle, G.30, short 21mm- 100's/box	10	box	312.00	3,120.00
53	Disposable non-woven headcap	100	piece	5.00	500.00
54	Disposable syringe 1ml (100'sx1box)	1	box	162.00	162.00
55	Disposable syringe 3ml (100'sx1 box)	2	box	173.00	346.00
56	Disposable syringe 5ml (100'sx1 box)	1	box	187.00	187.00
57	Domperidone 10mg/tab. (100's/box)	2	box	120.00	240.00
58	East Touch GCU Blood Cholesterol strips code #9256	10	box	1,905.00	19,050.00
59	Easy Touch GCU Blood Uric Acid code #8408	10	box	635.00	6,350.00
60	Elastic bandage 2"	30	roll	20.00	600.00
61	Elastic Bandage 4"	10	roll	28.00	280.00
62	Elastic Bandage 6"	10	roll	45.00	450.00
63	Elevator - left angle	2	piece	1,080.00	2,160.00
64	Elevator - right angle	2	piece	1,080.00	2,160.00
65	Ethyl Alcohol(70% with moisturizer)	10	bottle	89.00	890.00
66	Forcep- Cowhorn	5	piece	826.00	4,130.00
67	Gentianae radix (Sinupret Forte) (100's/box)	10	box	1,307.00	13,070.00
68	Hexetidine oral antiseptic mouthrinse - 500 ml	4	bottle	1,269.00	5,076.00
69	Hotwaterbag small (rubber)	4	piece	70.00	280.00
70	HYDROGEN PEROXIDE 120ML	60	bottle	32.00	1,920.00
71	Hyoscine and Butylbromide + Paracetamol 10/500mg tab	4	box	3,232.00	12,928.00
72	Hyoscine N Butylbromide 10mg/tab (120'sx1box)	20	box	3,234.00	64,680.00
73	Hyosine-N-Butylbromide (Buscopan) 120's	2	box	3234.00	6,468.00
74	Ibuprofen + Paracetamol ALAXAN FR (100's/box)	6	box	929.00	5,574.00
75	Ibuprofen softgel 200mg cap. 100's/box Advil	3	box	995.00	2,985.00
76	Ibuprofen softgel 200mg cap. 100's/box Medicol	3	box	698.00	2,094.00
77	Isopropyl alcohol 70% solution 250 ml	300	bottle	58.00	17,400.00
78	Isopropyl alcohol 70%, 500ml	10	box	3,200.00	32,000.00
79	Isosorbide Dinitrate 5mg/tab (100's)	2	box	3,646.00	7,292.00
80	IV Cannula gauge 20	4	piece	20.00	80.00

81	IV Cannula gauge 24	4	piece	20.00	80.00
82	Ketoprofen gel topical 25mg/g	6	tube	502.00	3,012.00
83	Lactated Ringer's Solution IV Infusion 1000ml	4	bottle	64.00	256.00
84	Lactobacillus acidophilus, Saccharomyces boulardii, Lactobacillus rhamnosus, Lactobacillus plantarum, Lactobacillus reuteri, Lactobacillus reuteri, Lactobacillus casei, Bifidobacterium bifidum (Lactomin Plus) sachet (30's/box)	6	sachet	1,905.00	11,430.00
85	Lancet for One Touch Ultra (200's/box)	5	box	153.00	765.00
86	Loperamide 2 mg/ cap (100'sx1box)	8	box	65.00	520.00
87	Loperamide 2mg/cap. (100's/box)	4	box	65.00	260.00
88	Loratadine 10mg (100's/box)	8	box	196.00	1,568.00
89	Meclizine Hcl 25 mg 120's/box	4	box	3,749.00	14,996.00
90	Meclizine Hcl 25mg (100's/box)	15	box	280.00	4,200.00
91	Mefenamic Acid 500mg (Dolfenal) 100's	6	box	3,442.00	20,652.00
92	Mefenamic Acid 500mg/cap. (100's/box)	18	box	108.00	1,944.00
93	Methyl salicylate camphor + menthol (efficascent oil) 25ml	60	bottle	72.00	4,320.00
94	Methyl salicylate topical patch (10's/box)	30	box	108.00	3,240.00
95	Mouthwash, 750 ml	1	bottle	369.00	369.00
96	Multivitamin + Iron caps/ box	128	box	178.00	22,784.00
97	Mupirocin ointment 20 mg/g antibacterial 15 g	12	box	248.00	2,976.00
98	Mupirocin ointment antibacterial 5g	10	tube	96.00	960.00
99	Nebulizer kit (Adult)	16	piece	51.00	816.00
100	NEOZEP 100'S	8	box	2,906.00	23,248.00
101	Non sterile surgical gloves (medium)100's/box	4	box	420.00	1,680.00
102	Non- woven gauze sponge 2"x2", 4 ply- 100's/pack	10	pack	153.00	1,530.00
103	Non-woven-sponges 100 deluxe 2"x2" 4-ply	10	pack	153.00	1,530.00
104	Ofloxacin Otic eardrop (0.3 %) 3mg/5 ml	4	bottle	427.00	1,708.00
105	Ofloxacin Otic eardrop (0.3%) 3mg/5ml	4	bottle	427.00	1,708.00
106	Oil winter green 15ml	200	bottle	32.00	6,400.00
107	OLED fingertip pulse oximeter	6	piece	1,524.00	9,144.00
108	Omeprazole 20mg/cap (100's/box) RITEMED	5	box	2,562.00	12,810.00
109	Omeprazole 20mg/cap (100'sx1box)	6	box	254.00	1,524.00
110	Omeprazole 40mg/cap (30's/box) RITEMED	8	box	286.00	2,288.00
111	One touch ultra test strip	4	box	915.00	3,660.00
112	one touch ultra test strip (25's per bottle)	6	bottle	915.00	5,490.00
113	Orajel Instant Pain Relief for Mouth Sores, 12swabs, 0.06 fl oz (1.8 ml)	1	piece	1,331.00	1,331.00
114	Oxygen nasal cannula	2	piece	20.00	40.00
115	Oxygen Nasal Cannula Adult	6	piece	20.00	120.00
116	Paracetamol 500mg/tab (500'sx1box) Biogesic	19	box	2,200.00	41,800.00
117	phenylephrine bioflu	6	box	879.00	5,274.00
118	Phenylpropanolamine maleate+Chlorphenamine+Paracetamol Symdex (100's/box)	80	box	160.00	12,800.00
119	Polyethylene glycol glycerine hypromellose eyedrops 6ml/bottle	5	bottle	229.00	1,145.00

120	Polymycin B SULFATE 8000IU/ml, Neomycin 3.5mg, Dexametasone 1mg 5ml eyedrops	5	bottle	153.00	765.00
121	Polymyxin B sulfate 0.71 mg, Bacitracin Zn 10 mg, Neomycin sulfate 5 mg (Terramycin Plus) Eye ointment	8	tube	789.00	6,312.00
122	Povidone- iodine gargle 240 ml	1	bottle	375.00	375.00
123	Professional Clean, Anti- cavity toothpaste, 150g	2	piece	177.00	354.00
124	Ranitidine 300 mg/cap (100's/box)	2	box	235.00	470.00
125	Ranitidine HCL 300mg tab. (100's/box)	6	box	235.00	1,410.00
126	Root tip pick - left angle	2	piece	1,080.00	2,160.00
127	Root tip pick - right angle	2	piece	1,080.00	2,160.00
128	Root tip pick - straight	2	piece	1,080.00	2,160.00
129	Salbutamol 2mg tab 100's/per box	1	box	29.00	29.00
130	Salbutamol nebule 2.5 mg/ 2.5 ml (Ventolin) nebule 30's/box	10	box	305.00	3,050.00
131	Salbutamol nebule 2.5mg, 5mg solution 20's/box	10	box	892.00	8,920.00
132	SALONPAS medicated patch topical analgesic 20patches/box	10	box	254.00	2,540.00
133	Sambong 500mg/tab 60'sx1box	9	box	420.00	3,780.00
134	Silver sulfadiazine 1 % topical cream 25 g. tube	6	tube	96.00	576.00
135	Silver sulfadiazine 1% topical cream 25g tube	5	tube	96.00	480.00
136	Sterile Gauze 2x2 (100'sx1box)	22	box	153.00	3,366.00
137	Sterile Gauze 4x4 (100'sx1box)	22	box	280.00	6,160.00
138	sterile gloves size 6.5	3	box	889.00	2,667.00
139	sterile gloves size 7	3	box	889.00	2,667.00
140	Sterile gloves, size 6 - 50 pairs	1	pack	889.00	889.00
141	Sterile tongue depressor (100'sx1box)	3	box	153.00	459.00
142	Straight elevators (medium tip)	4	piece	1,080.00	4,320.00
143	Straight elevators (small tip)	4	piece	1,080.00	4,320.00
144	Surgical Face Mask (50'sx1box)	26	box	635.00	16,510.00
145	Symdex 100's	10	box	160.00	1,600.00
146	Tetanus toxoid amp vaccine adsorbed 0.5 ml (IM/SC)	50	ampule	70.00	3,500.00
147	Tobramycin eyedrops 0.3% 5 ml	6	tube	114.00	684.00
148	Tobramycin eyedrops 3mg/gx 3.5g	2	bottle	114.00	228.00
149	Tongue depressor (100's/box)	2	box	153.00	306.00
150	Topical lidocane anesthesia spray - bottle	1	bottle	2,540.00	2,540.00
151	Tramadol 37.5 mg + Paracetamol 325 mg (100's/box)	4	box	432.00	1,728.00
152	Tranexamic acid, 500 mg – 100's / box	5	box	547.00	2,735.00
153	Typodont demonstration teeth model with toothbrush	1	model	2,477.00	2,477.00
154	Visor mounted face shield w/ detachable full face shield for dentl use, 1 headmask and 10 clear detachable visors	1	set	699.00	699.00
155	Vitamin B complex tab (100'sx1box)	8	box	140.00	1120.00
156	Vitamin B Complex tab. (100'sx1box)	15	box	140.00	2,100.00
157	Xylestesine Lidocaine, HCL+epinephrine – 50 pcs / can	20	can	3,175.00	63,500.00

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** 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.

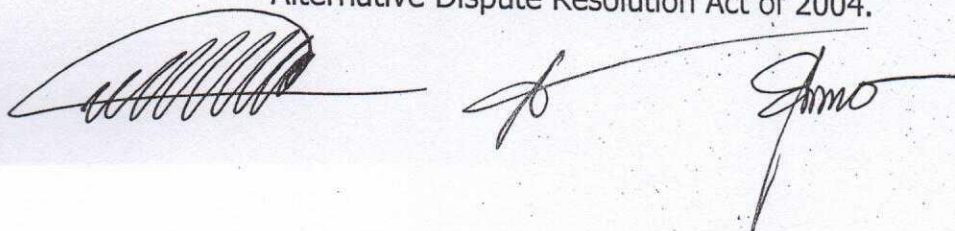
VII. Liquidated Damages

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.

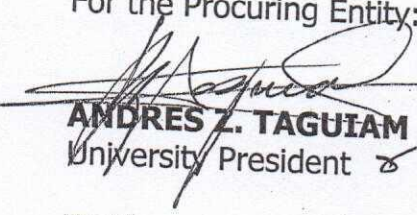
Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.



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:

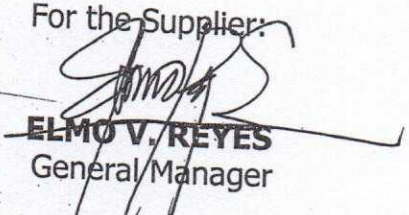

ANDRES Z. TAGUIAM
University President

ID No. AZT-0001

Issued on: 10-27-15

Issued at: Nueva Vizcaya State Univ.

For the Supplier:


ELMO V. REYES
General Manager

ID No. _____

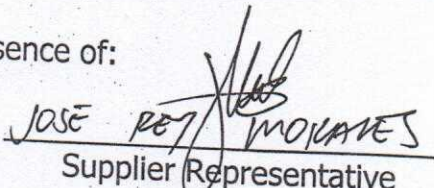
Issued on: 01-06-20

Issued at: SAR MATEO, ISA

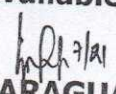
Signed in the presence of:


ARLYNE ALMENDRA-GONZALES, CPA
FINANCIAL MANAGEMENT OFFICER

NVSU Representative


JOSE REY MORALES
Supplier Representative

Funds Available:


LIZA B. PARAGUAS

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 **ANDRES Z. TAGUIAM** of the Nueva Vizcaya State University, who presented to me his valid ID AZT-0001 issued by NVSU as competent proof of identity, and **ELMO V. REYES** of **Surdiaca HealthCare Distributor**, 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 20 day of July 2020 in San Mateo Iba, Philippines.

Doc. No: 239 ;
Page No.: 49 ;
Book No.: 12 ;
Series of 2020.

Notary Public

ATTY. ERNESTO, JR. A. PIEDAD
Notary Public for 3rd District of Isabela
Comm. No. 2014-18 Until Dec. 31, 2020
IBP No. 106931 01-10-2020-Isa.
PTR No. 15264519 01-06-2017-Isa.
Attorneys Roll No. 42316
MCLE Exemption No. VI-002015/04/03/2019