

CONTRACT OF AGREEMENT

PROCUREMENT OF CONSTRUCTION MATERIALS AND SUPPLIES FOR THE OFFICE OF THE INTERNAL AUDIT FOR INFRASTRUCTURE AND FACILITIES (ABC: PHP1,990,450.93, QTY: 7,342)

THIS AGREEMENT, made this 27th day of April 2023 by and between:

ROMBLON STATE UNIVERSITY, a public Higher Education Institution, created and existing under Republic Act (R.A) No. 9721, with principal office at Brgy. Liwanag, Odiongan Romblon, duly represented herein by its **President, MERIAN P. CATAJAY-MANI, Ed.D, CESE**, and herein after referred to as the **“PROCURING ENTITY;”**

-and-

LD’S CONSTRUCTION AND SUPPLIES, a private business entity duly organized and existing under and by virtue of the laws of the Philippines, with business address at Sitio Torrel, Brgy. Dapawan, Odiongan, Romblon, duly represented by its **Owner, MS. LALAIN F. DELA CRUZ**, hereinafter referred to as the **“SUPPLIER.”**

WITNESSETH:

WHEREAS, upon the invitation of the **PROCURING ENTITY** with **Solicitation No. RSU-2023-03-015**, the **SUPPLIER** submitted a bid for the “Procurement of Construction Materials and Supplies for the Office of the Internal Audit for Infrastructure and Facilities (ABC: PhP1,990,450.93, QTY: 7,342)” amounting to **ONE MILLION, NINE HUNDRED EIGHTY-NINE THOUSAND, TWO HUNDRED NINETY-ONE PESOS ONLY (PhP1,989,291.00)**, inclusive of all applicable government taxes and charges (hereinafter referred to as the **“Contract Price”**);

WHEREAS, the **PROCURING ENTITY** accepted the bid of the **SUPPLIER** through RSU Bids and Awards Committee Resolution No. 23-43, which was approved by the Head of the **PROCURING ENTITY**;

NOW, THEREFORE, for and in consideration of the abovementioned premises, and of the mutual covenants and provisions hereafter set forth, the Parties hereto have agreed and do hereby mutually agreed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - a. Bid Documents consisting of:
 - i. Invitation to Bid;
 - ii. Instructions to Bidders;
 - iii. Bid Data Sheet;
 - iv. General and Special Conditions of the Contract;
 - v. Schedule of Requirement and Technical Specifications; and
 - vi. Terms of Reference.

box	Blind Rivets 5/32" x 1/2" in diameter	1
pc	Butt hinges 3 x 3	8
pc	Cabinet Caster 2 inches in diameter w/ lock	10
pc	Ceiling fan (orbit type), 16"	27
bag	Cement (40kg/bag), Portland Type 1	345
pc	Ceramic Block	270
pc	Channel Bar 2 inches x 4 inches x 6.0m x 3mm	21
pc	CHB 4 inches	3366
liter	Choco brown, QDE Paint	11
pc	Aircon Capacitor	1
pc	Compression Coupling 3/4 inch	1
pc	Concrete cutting Disc heavy duty, 4 inches diameter	2
kg	Concrete nail 1 inch	1
pc	Convenient outlet 2 gang	5
pc	Convenient Outlet 2 gang (assembled)	3
pc	Corrugated Sheet .4mm X 12 feet	10
pc	Corrugated Sheet 0.5mm x 12ft	12
pc	cutting disc (metal) 4 inches diameter	4
pc	Cut Off Disc (metal) 14 inches	4
kg	CWN #1 inch	2
kg	CWN #3 inches	7
pc	Cylindrical Hinges 5/8 inch in diameter	16
pc	Door knob (heavy duty) silver	26
pc	Drill bit 5/32" x 1/2" (metal)	3
set	Electric Float Liquid Level Controller (good quality)	1
pc	Electrical tape (small)	1
pc	Electrical tape (big)	3
pc	Emergency Lights Light Source: 2x1W High Power SMT LED Battery: 4V 4.OAh Sealed Lead Acid Charging: <20 hours Performance Time (at full charge): < 6 hours Automatic operation (turns on instantly when power is	2

	cut-off) Equipped with overcharging protection Fuse protected Illuminates areas more than 1 lux	
set	Supply and Installation of PVC Door with door jamb, Door hinges and Heavy-Duty Door knob (white Color) (0.7m x 1.8m)	4
pc	Faucet (brass)	10
pc	Fiber Cement Board 9mm x 4 feet x 8 feet	80
bag	Fine sand (1cubic foot per bag)	40
cu.m.	Fine sand	1.5
kg	Finishing nail #1 inch	3
kg	Finishing Nail 2 inches	1
pc	Flange Bearing 1 inch in diameter	2
pc	Flat Bar 4mm x 1 inch	8
gallon	Flat Latex	4
liter	Flatwall Enamel	13
pc	Ceramic Floor Tile 40cm x 40cm (vetrified)	170
pc	Foot Valve 1 inch in diameter	1
pc	G.I. Pipe 1 inch in diameter S40	69
pc	G.I. Pipe 1/2" in diameter S40	1
pc	G.I. Bell Reducer 1 inch x 3/4 inch	1
pc	G.I. Elbow 1 inch in diameter	1
pc	G.I. Nipple 1 inch in diameter x 2inches	1
pc	G.I. Nipple 1 inch in diameter x 6 inches	1
pc	G.I. Pipe 1 1/2 inches in diameter S40	6
pc	G.I. Pipe 3 inches in diameter S40	10
pc	G.I. Pipe elbow 1/2 inch in diameter S40	3
pc	G.I. Tee 1/2 inch in diameter S40	3
kg	G.I. Wire number 16	4
gallon	Glazing Putty	1
gallon	Gloss Latex white	6

cu.m.	Gravel washed	1.5
pc	Jalousy blade, smoked 22 inches x 4 inches	26
pc	Junction Box	1
pc	Lavatory, porcelain with complete accessories	1
pc	LED bulb (26 watts)	2
pc	LED Light Bulb 15watts	83
pc	LED Light Bulb 26 watts	5
pc	LED Light bulb 15watts	9
pc	Marine plywood ¼ inch x 4 feet x 8 feet	33
pc	Marine plywood 1/4" x 4' x 8'	19
pc	Padlock 60mm Heavy Duty	3
pc	Paint brush 1 ½ inch	1
pc	Paint Brush 1 inches	2
pc	Paint Brush 2 inches	11
pc	Paint Roller Brush 4 inches (cotton)	2
pc	Paint Roller Brush 9 inches (cotton)	2
bottle	Paint thinner	17
gallon	Paint thinner	1
pair	Paleta 3 inches	2
kg	Patching compound	5
box	PDX Wire number 14	1
meter	PDX Wire number 14	10
pc	Pillow Block 1 inch in diameter	2
pc	Plain G.I. Sheet 1.2mm x 4feet x 8 feet	5
bag	Portland Cement type 1, 40kg/bag	10
pc	Pre-Painted plain Sheet 1.0mm x 4feet x 8feet (green)	5
liter	Primer paint (Red Oxide)	40
set	P-trap (aluminum)	5
pc	P-Trap for Lavatory (aluminum)	2
pc	Pull/push rule 7.5 meters	1

set	PVC Door 0.6 meter x 2.1 meters with complete accessories, white	8
pc	PVC elbow 2 inches in diameter (orange)	22
can	PVC Pipe Cement (100ml per can)	3
pc	PVC Tee 2 inches in diameter (orange)	2
pc	PVC Tee 3 inches in diameter (orange)	6
liter	QDE white	9
cu.m	River Sand	27
pc	Receptacle 4inches diameter	1
pc	Riveter (heavy duty)	1
pc	RSB 10mm (Weldable)	1489
cu.m	Fine Sand	11
pc	Sand Paper No.100	51
pc	Sand Paper No. 120	5
pc	Sand paper No. 200	15
meter	SDR Hose Black 3/4 inch in diameter	70
set	Single Panel Door, Chocolate Brown painted Finish with Door Jambs, Heavy Duty Door Hinges and Heavy-Duty Door Knob (2.1m x .8m)	1
pc	Sliding Door Glass, with 2 inches x 4 inches analoc frame with 6mm bronze glass 6ft x 29.5inches (with installation)	1
pc	Sliding Window glass, with 2 inches x 4 inches analoc frame with 6mm bronze glass 20inches x 47inches (with installation)	2
box	Special Welding Rod	25
liter	Stikwcl	2
pc	Switch 2 gang	3
pc	Switch 2 Gang (Assembled)	1
pc	Teflon Tape (big)	2
pc	Teflon Tape (big)	2
pc	Teflon Tape (big)	5
pc	Texscrew 2inches (wood)	300

kg	Tile grout	1
set	Water closet with complete accessories (1 piece set)	5
pc	Water closet with complete accessories (1 piece set)	2
pc	Toilet bowl without Flush (buhos type)	1
pc	Tubular G.I. 2 inches x 3 inches x 6.0m x 1.5mm	132
pc	Tumbler switch	1
pc	Union patente ½ inch G.I.	3
pc	Union patente 3/4inch PVC Compression fitting	1
set	Urinary Basin with complete accessories	4
pc	Utility Box	1
pc	Wall fan, 16 inches	9
set	Water closet with complete accessories (1 piece set)	4
unit	Electric Water pump 1 horse power (Heavy Duty)	1

3. Replace any unit found defective and with failures noted or occurring, that may be traceable due to poor workmanship and use of poor-quality components;
4. In case of malfunction within the warranty period, the **SUPPLIER** shall immediately repair the unit on-site at RSU – Main Campus within the next working day from the report thereof. If the problem cannot be solved on-site, the repair shall be done within five (5) working days after the problem has been reported;

In the event the unit is beyond repair, the **SUPPLIER** shall provide a new unit or a unit with higher specification to RSU;

5. Maintenance and repair including replacement of unit or part of any unit and all related costs shall be for the account of the **SUPPLIER** within the warranty period;

In order to assure that manufacturing defects shall be corrected by the **SUPPLIER**, a warranty shall be required from the **SUPPLIER**. The obligation for warranty shall be covered by, at the **SUPPLIER'S** option either retention money in amount equivalent to at least one percent (1%) of payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the Special Conditions of Contract (SCC). The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however that the goods delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met; and

Render technical support phone calls or email within regular working hours from Monday-Friday, 8:00 A.M. to 5:00 P.M.

6. If the **SUPPLIER** fails to satisfactory deliver any or all of the goods and/or perform the services within the period (s) specified in this Agreement, the **PROCURING**

ENTITY shall, without prejudice to its other remedies under this Agreement and under the applicable laws, 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. Once the amount of liquidated damages reaches ten percent (10%), the **PROCURING ENTITY** may rescind or terminate the Agreement pursuant to General Conditions of Contract (GCC) Clause 23 of the Bidding Document, without prejudice to other courses of action and remedies open to it.

OBLIGATIONS OF THE PROCURING ENTITY

The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** in consideration of the delivery of said goods and services, the Contract Price or such other sum as may become payable under provisions of this Contract.

AMENDMENTS

Amendment to this Agreement shall be made in writing and signed by the **PROCURING ENTITY** and the **SUPPLIER**.

ALTERNATIVE DISPUTE RESOLUTION

Should any dispute related to this Agreement and/or rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Odiongan, Romblon.

VENUE IN CASE OF SUIT

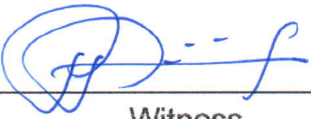
In case of a court suit, the venue shall be the courts of competent jurisdiction in Odiongan, Romblon, to the exclusion of other courts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


MERIAN P. CATAJAY-MANI, Ed.D., CESE
University President
Romblon State University


MS. LALAIN F. DELA CRUZ
Owner
LD's Construction and Supplies

Signed in the presence of:


Witness


Witness

ACKNOWLEDGEMENT

Republic of the Philippines

(_____) S. S.

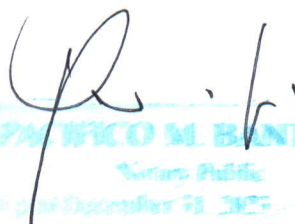
BEFORE ME, this 27th day of April, 2023 in Odiongan, Romblon, **Philippines** personally came and appeared before me the following:

	I.D. No.	Place of Issue	Date of Issue
MERIAN P. CATAJAY-MANI, Ed.D., CESE	<u>01-01</u>	<u>Odiongan, Romblon</u>	<u>July 30, 2020</u>
MS. LALAIN F. DELA CRUZ	<u>Cedula 10886134</u>	<u>Odiongan, Romblon</u>	<u>1-4-23</u>

Known to me to be the same persons who executed the foregoing instrument consisting of Nine (9) pages including the page on which this Acknowledgement is written and they confirmed and acknowledged to me that the same is their own free and voluntary deed and that of the agency, which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place written.

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PACIFICO M. BANTANG JR.
 Notary Public
 Exp. December 31, 2025
 PIR No. 1102101-25-20
 PIR No. 0267101-01-23
 MLE 110016012 12-7-18