

CONTRACT OF AGREEMENT

PROCUREMENT OF CONSTRUCTION SUPPLIES AND MATERIALS FOR ROMBLON STATE UNIVERSITY (ABC: PHP2,353,305.35, QTY: 8,607.25)

THIS AGREEMENT, made this 13th day of July 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 hereinafter referred to as the **“PROCURING ENTITY;”**

-and-

ZY TRADING, a private business entity duly organized and existing under and by virtue of the laws of the Philippines, with business address at National Road, Poblacion, Alcantara, Romblon, duly represented by its **Owner, MR. ZYRUS C. GALINDEZ**, hereinafter referred to as the **“SUPPLIER.”**

WITNESSETH:

WHEREAS, upon the invitation of the **PROCURING ENTITY** with **Solicitation No. RSU-2023-05-045**, the **SUPPLIER** submitted a bid for the “Procurement of Construction Supplies and Materials for Romblon State University (ABC: PhP2,353,305.35, QTY: 8,607.25)” amounting to **TWO MILLION, THREE HUNDRED THIRTY-SEVEN THOUSAND, SEVEN HUNDRED THIRTY-THREE PESOS ONLY (PhP2,337,733.00)**, 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. 23-78, 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.



- b. **SUPPLIER'S** Bid, including the Legal and Technical Documents and Financial Proposal, and all other documents/statements contained in the **SUPPLIER'S** bidding envelopes, as annexes;
- c. Bid Bulletin and Supplemental Bid Bulletins, if any;
- d. Performance Security;
- e. Credit line issued by a licensed bank, if applicable;
- f. RSU-BAC Resolution No. 23-78;
- g. Abstract of Bids;
- h. Detailed Evaluation and Post-Qualification Evaluation Report;
- i. Notice to Proceed (NTP) with the **SUPPLIER'S** *Conforme*;
- j. Addendum and/or Supplement to the Contract, if any; and
- k. Other contract documents that may be required by existing laws and/or the **PROCURING ENTITY**.

OBLIGATIONS OF THE SUPPLIER

- 1. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER**, the **SUPPLIER** hereby covenants to complete the supply and delivery of goods within twenty-five (25) calendar days from receipt of the NTP.
- 2. The **SUPPLIER** shall:
 - a. Supply and deliver the following:

UNIT	ITEM DESCRIPTION	QTY
piece	3/4 inch x 4 feet x 8 feet marine plywood	6
liter	Wood Glue	1
piece	Screw 1/4" x 1 1/2"	220
piece	1/2" x 2" x 10ft S4S	7
kilo	Finishing Nail 1 inch	1
liter	Red Oxide	2
Bot.	Paint Thinner	5
piece	Baby roller	2
piece	Paint Brush 1 inch	1
liter	Paint (Choco brown)	3
liter	Flatwall Enamel	3
piece	Sand Paper # 180	4
piece	Sand Paper # 100	4



piece	G.I. Tubular 1.5mm x 1 inch x 1 inch x 6m	12
box	Welding rod (special)	1
piece	Plyboard 3/4 inch x 4ft x 8ft	4
piece	1/2inch x 4 feet x 8 feet Marine Plywood	2
piece	Drawer Handle	4
piece	1 inch x 1 inch x 8 feet S4S Lumber	12
roll	Piano hinges	3
kilo	Finishing Nail 2 inches	2
piece	CHB 4 inches	700
piece	RSB 10mm G-33	40
bag	Premium Cement 40kg Type 1	250
kilogram	G.I Wire number 16	6
cu.m	Fine sand (River Sand)	20
piece	2 inches x 6 inches x 1.5mm G.I Tubular	68
piece	Corrugated Colored Roof 0.4 x 6.0m	20
piece	Corrugated Colored Roof 0.4 x 5.0m	20
box	Welding Rod (Special) 2.5kg	14
piece	Tex Screw 1/2 inch (metal)	2000
piece	Ridge Roll No. 18 inches x .4	6
piece	Metal Furring	80
piece	Black Screw 1 inch	800
piece	G.I Pipe 2 inches in diameter S40	4
piece	G.I Tubular 1 inch x 1 inch x 6.0 meters	80
piece	2 inches x 4 inches x 6.0m x 1.5 Tubular	20
piece	Cutting-off Cutting Disc 4 inches in diameter	40
piece	Cut off Disc 14 inches in diameter	4
box	PDX Wire No.12	4
piece	Utility Box	32
piece	Junction Box 4 inches x 4 inches	16
piece	Receptacle 4 inches in diameter	16
piece	LED Bulb 15 watts	16



piece	Switch 2 gang	12
piece	Electrical Tape (Big)	10
piece	Convenient Outlet 2 gang	20
piece	Electrical Pipe 1/2 PVC orange S-1000	120
pail	Flat Latex White	2
pail	Gloss Latex White	16
liter	Acry color Raw Siena	4
liter	Acry Color Lamp Black	2
gallon	Tile Red Latex	2
piece	Paint Tray (Standard size)	4
piece	Roller Brush 9 inches	8
pail	Flat Wall Enamel	4
pail	Quick Dry Enamel White	4
gallon	Glazing Putty	9
gallon	Primer Paint (Red Oxide)	6
piece	Baby Roller (Cotton)	6
piece	Paint Brush 2 inches	6
gallon	Paint Thinner	6
piece	Sand Paper Number 120	20
piece	Fiber Cement Board 1/4-inch x 4 feet x 8 feet	60
piece	Carrying Channel 1 inch x 2 inches x 16 feet	140
piece	Wall Angle 1 inch x 1 inch x 10 feet	120
kilogram	Concrete Nail 1 inch	2
box	Blind Rivets 5/32 inch in diameter x 1/2 inch in length	8
piece	2 inches x 10 feet Corneza	20
piece	Sand Paper 100	20
piece	Sand Paper 180	20
piece	Faucet (brass)	3
piece	G.I Pipe 1/2 inch in Diameter x 6.0m S40	3
piece	Teflon Tape Small	28
piece	G.I Nipple 1/2 inch in Diameter x 4 inches	4



piece	G.I Elbow 1/2 inch in Diameter	4
piece	G.I Union Patente 1/2 inch in Diameter	4
piece	G.I Tee 1/2 inch in Diameter	4
piece	PVC Wye 4 inches in diameter (orange) S-1000	2
piece	PVC Elbow 4 inches in diameter (orange) S-1000	6
piece	Solvent Cement 400cc	2
piece	PVC Pipe 4 inches in diameter (orange) S-1000	2
piece	Toilet Bowl (Medium)	1
piece	PVC Door (Door King) VGA Beige 60cm x 210cm	2
set	Toilet Bowl GV-6690 Water Closet	1
piece	Lavatory GV-159 C Top Art Basin	1
piece	60cm x 60cm Vet. Floor Tiles (Liv.)	350
piece	40cm x 40cm Vet. Floor Tiles (CR)	50
piece	40cm x 40cm Vet. Floor Tiles (Hall Way)	380
kilogram	Tile Grout	10
Lot	200cm x 200cm Sliding Window (2 set) w/ Installation 200cm x 300cm Sliding Window (1 set) with Installation 240cm x 180cm Double Panel Sliding Door (1 set) with Installation 200cm x 90cm Awning Window (1 set) with Installation	1
piece	G.I. Pipe 4 inches S40	5
piece	Channel Bar 2 inches x 4 inches x 6.0 ft x 1.5	6
piece	C-Purlins 2 inches 3 inches x 20ft x 1.2	27
piece	2 inches x 4 inches x 6.0m x 1.5 Tubular	10
piece	Welding Rod (Special) 2.5 kg	2
box	RSB 10mm (G-33)	30
piece	Cutting Disc 4 inches in diameter	10
piece	Angle bar 1 1/2 inches x 1 1/2 inches x 3mm x 6m	6
piece	Flat Bar 1 inch x 3mm x 6m	3
piece	LED Bulb (15 watts)	22
piece	Convenient outlet 2 gang	2

piece	Switch 2 gang	1
piece	Electrical Tape (big)	1
piece	Junction Box (standard size)	2
piece	Utility Box (standard size)	3
piece	Receptacle 4 inches in diameter	2
box	PDX number 14	1
bag	Premium Cement 40 kg.	60
piece	CHB #4	90
cu.m	Fine Sand	3
cu.m	Washed Gravel	2
piece	RSB 10mm (G-33)	52
kg	G.I. Wire #16	2
gallon	Red Oxide	2
piece	Baby Roller (cotton)	1
liter	Quick Dry Enamel Black	4
bottle	Paint Thinner	4
piece	Paint Brush 2 inches	2
lot	Trapal Canvass (White) with Installation	1
piece	Marine Plywood 3/4 inch x 4 feet x 8 feet	13
kilogram	Finishing Nail 2 inches	2
piece	1/2 inch x 1 inch x 10 feet S4S	9
kilogram	Finishing Nail 1 inch	1/4
piece	Sand Paper number 100	10
piece	Sand Paper number 180	10
piece	Baby Roller (cotton)	1
liter	Flat Wall Enamel	8
liter	Quick Dry Enamel White	10
60mL	Tinting Color Lamp Black	1
kilogram	Patching Compound	1
piece	60 x 60 Floor Tiles Vitrified	180
kilogram	Tile Grout	1

bag	Cement 40 kilogram	20
cu.m.	Fine Sand	3
bag	Premium Cement 40kg Type 1	30
kilogram	Tile Grout	3
cu.m	Fine Sand (River Sand)	3
piece	CHB 4 inches	250
piece	RSB 10mm G-33	55
kilogram	G.I Wire number 16	2
cu.m	Fine Sand (River Sand)	3
cu.m	Washed Gravel	3
bag	Premium Cement 40kg Type 1	55
set	Toilet Bowl GV-6690 Water Closet	1
piece	Bidet (stainless)	1
piece	Faucet (brass)	1
piece	Floor Drain	1
piece	Lavatory GV-159 C Top Art Basin	1
piece	PVC Elbow 2 inches in Diameter (orange) S-1000	10
piece	PVC Tee 2 inches in Diameter (orange) S-1000	5
piece	Solvent Cement 400cc.	1
piece	Kitchen Sink Single Bowl- ER SVS 7843	1
piece	PVC Pipe 4 inches in diameter (orange) S-1000	3
piece	PVC Pipe 2 inches in diameter (orange) S-1000	3
piece	PVC Elbow 4 inches in diameter (orange) S-1000	2
piece	PVC Tee 4 inches in diameter (orange) S-1000	2
piece	1/4 inch x 4 feet x 8 feet Marine Plywood	4
piece	Carrying Channell 1 inch x 2 inches x 16 feet	5
piece	Metal Furring	5
piece	Black Screw 1 inch	200
kilogram	Concrete Nail 1 inch	1
set	Door Jamb and Panel 90cm x 220cm	1
piece	Door Knob (Heavy Duty)	1



piece	Butt Hinges 4 inches x 4 inches	4
piece	2 inches x 10 feet Corneza	10
kilogram	Common Wire Nail 1 inch	4
piece	LED Bulb 15 watts	5
piece	Convenient Outlet 2 gang	4
piece	Switch 2 gang	3
piece	Receptacle 4 inches in diameter	5
piece	Electrical Tape (big)	1
box	PDX Wire number 14	1
piece	1 inch x 1 inch x 1.5mm x 6.0mtrs. Tubular G.I	5
piece	2 inches x 3 inches x 1.5mm x 6.0mtrs G.I Tubular	2
piece	G.I Pipe 2 inches in diameter S40	1
piece	Angle Bar 1/4 inch x 2 inches x 2 inches x 6.0 m	1
piece	Colored Roof 0.4 x 6 m (Matador Red) RIB type	1
piece	Spanish Gutter .4 x 18 inches	1
piece	Plain Sheet Pre-painted 0.5mm x 4 inches x 8 feet	2
piece	Tex Screw 2 inches (metal)	75
box	Welding Rod number 6013 (special)	1
Lot	Brown Aluminum Tubular 1 3/4 inches x 4 inches and Clear Glass with installation 280cm x 500cm Fixed Glass (1 set) with installation 100cm x 210cm Sliding Door with Installation	1
piece	Stainless Pipe 2 inches in diameter 304 SUS	10
bag	Premium Cement 40kg Type 1	5
piece	SM Plate 1/4 inch x 5 inches x 6 inches	10
piece	RSB 10mm x 6m G-33	20
kilo	G.I Wire number 16	1
piece	Electrode Stainless NSS-308 (2.6mm) 1/16 inch	1
piece	Pulley- Single 1 inch in diameter	10
piece	Stainless Cap Ball	10
piece	Bolts and Nuts 3/8 inch in diameter 3 inches in length	40

piece	Square Bar 1/2 inch x 1/2 x 6.0mtrs. (white)	196
piece	G.I. Pipe 1 inch in diameter x 6.0mtrs S40	10
piece	Flat Bar 1/4 inch x 1 inch x 6.0mtrs	28
piece	Dynah Bolt 3/8 inch in diameter	36
piece	Paint Brush 1 inch	1
gallon	Paint thinner	1
gallon	Metal Primer (Red Oxide)	3
piece	Baby roller (cotton)	1
piece	Drill Bit 5/32 inch in diameter (steel)	5
piece	Phillip Screw Driver 12 inches long	2
piece	Plastic Tox Number 10	160
piece	Drill Bit 1/2 inch in diameter (concrete)	1
piece	Log Screw 1/4 inch in diameter x 1 1/2 inch long	160
Lot	Brown Aluminum Tubular 1 3/4 inches x 4 inches and Clear Glass with installation 250cm x 230cm Fixed Glass (1 set) with installation 250cm x 250cm Sliding Door with Installation	1
set	Single Panel wooden door with door jamb, heavy duty door hinges and heavy-duty door knob in varnish finish (1m x 2.1m) with 0.3m header with complete installation dismantling and replastering works (for 14 classrooms)	14
piece	Slotted Angle Bar (3/16" x 1 1/2" x 10')	100
box	THHN number 14	2
piece	Electrical Plastic Molding 3/4 inch	30
piece	Tox and Screw 1/4 inch in diameter x 1 inch	272
piece	Electrical Tape (big)	1
bag	Premium Cement 40 kg Type 1	3
bag	Fine Sand (River Sand)	4

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


MR. ZYRUS C. GALINDEZ
Owner
ZY Trading

Signed in the presence of:



Witness

Witness

ACKNOWLEDGEMENT

Republic of the Philippines

(_____) S. S.

BEFORE ME, this ____ day of _____, 2023 in _____, **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>

MR. ZYRUS C. GALINDEZ

D10-12-000574 Odiongan, Romblon 11/16/18

Known to me to be the same persons who executed the foregoing instrument consisting of Twelve (12) 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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Book No. I
Series of 2023


PACIFICO M. BANTANG, JR.
Notary Public
Up to December 31, 2023
Roll No. 33986
IBP OR No. 114624/01-28-20
PTB NO. 026310/01-02-23