

CONTRACT OF AGREEMENT

PROCUREMENT OF CONSTRUCTION SUPPLIES FOR COVID FACILITY OF ROMBLON STATE UNIVERSITY (REPOST) (ABC: PhP939,268.00, QTY: 4, 741)

THIS AGREEMENT, made this 23rd of January 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 SUPPLY, a private business entity duly organized and existing under and by virtue of the laws of the Philippines, with business address at 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-2022-10-087**, the **SUPPLIER** submitted a bid for the “Procurement of Construction Supplies for Covid Facility of Romblon State University (Repost) (ABC: PhP939,268.00, QTY: 4,741)” amounting to **NINE HUNDRED THIRTY SEVEN THOUSAND TWO HUNDRED EIGHTEEN PESOS ONLY (PhP937,218.00)**, 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. 23-08, 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. 23-08;
- g. Abstract of Bids;
- h. 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:

ITEM NO.	UNIT	ITEM DESCRIPTION	QTY
1	pc	2in.x3in.x10ft. Coco lumber	25
2	kg.	4in. Common Wire Nails	4
3	kg.	3in. Common Wire Nails	5
4	roll	No.40 Nylon (37m/roll)	2
5	bag	40kg Portland Cement	110
6	cu.m	Washed Sand	7
7	cu.m	Crashed Gravel	5
8	pc	12mmdia. x 6m Reinforced Steel Bar	35
9	pc	10mmdia. X 6m Reinforced Steel Bar	80
10	kg.	No.16 G.I Tying wire	16
11	pc	Hacksaw Frame (heavy duty)	1
12	pc	Hacksaw Blade (heavy duty)	2
13	pc	4 in. CHB	700
14	meter	Wire Mesh (Pang bistay)	5
15	pc	Concrete Air Brick Window 0.5mx0.5m	20

16	pc	Minimum of 2inch. dia. Round Poles (Minimum of 3m length)	35
17	kg.	1 1/2 in. Common Wire Nails	2
18	pc	9ft.x0.5mm thick Corrugated G.I Sheet	16
19	pc	Metal Textscrew 2 1/2in.	348
20	liter	Waterproof Sealant	2
21	pc	1/4 x 4ft. x 8ft. Marine Plywood	3
22	pc	2in.x3in.x1.2mm thick C-Purlins	10
23	kg.	Welding rod (Special)	3
24	pc	4-inch dia. Metal Cutting Disk	10
25	pc	Metal Drill bit 5/32	8
26	gallon	Red Oxide Primer Paint	2
27	pc	PVC Orange Pipe 4-inchdia. (Series 1000)	5
28	pc	PVC Orange Elbow 4-inchdia. (Series 1000)	2
29	pc	PVC OrangeWye4-inchdia. (Series 1000)	2
30	pc	PVC Orange Cleanout Plug 4-inch dia. (Series 1000)	2
31	pc	PVC Orange Pipe 3-inch dia. (Series 1000)	3
32	pc	PVC Orange Wye Reducer 3-inch dia. x 4- inch dia. (Series 1000)	2
33	pc	PVC Orange Elbow 3-inch dia. (Series 1000)	3
34	pc	PVC Orange Cleanout Plug 2-inch dia. (Series 1000)	3
35	pc	PVC Orange P-trap 2-inchdia. (Series 1000)	7
36	pc	PVC Orange Pipe 2 -inch dia. (Series 1000)	6
37	pc	PVC Orange Elbow 2 -inch dia. (Series 1000)	12
38	pc	PVC Orange Tee 2 -inch dia. (Series 1000)	1
39	pc	PVC Orange Wye Reducer2-inchdia. x 4- inch dia. (Series 1000)	3
40	pc	PVC Orange Wye 2 -inch dia. (Series 1000)	3
41	pc	PVC Blue Pipe 1/2 -inch dia. (Series 1000)	13
42	pc	PVC Blue Elbow 1/2 -inch dia. (Series 1000)	12
43	pc	PVC Blue Tee 1/2 -inch dia. (Series 1000)	9
44	pc	PVC Blue Coupling 1/2 -inch dia. (Series 1000)	5

45	set	Water Closet with Built in P-Trap with complete Accessories	3
46	set	Stainless Lavatory sink with Lavatory faucet with complete accessories (Size: 50cm x 40cm x 20cm)	3
47	set	PVC Faucet	3
48	liter	Solvent Cement	2
49	roll	Teflon Tape (Small)	5
50	pc	Floor Drain 4 -inchx4 -inch (Brass Type)	3
51	set	2.1m x 0.7m Single PVC Door with louver, Door Jamb, Heavy Duty Door Knob, Door Hinges and with Complete Accessories	3
52	liter	Termite Poisoning	1
53	pc	Sledge Hammer 4lbs	2
54	clip	Nylon String No. 40 (37 meter/Clip)	2
55	pc	2-inchx 3-inchx 10 feet Coco Lumber	15
56	kg	3-inch Concrete Nail	3
57	kg	3-inch Common Wire Nails	10
58	kg	4-inch Common Wire Nails	3
59	pc	4.5mm x 4ft x 8ft Fiber Cement Board	123
60	pc	0.3mm thick Metal Furring	145
61	pc	0.3mm thick Carrying Channel	87
62	pc	1 inch x 1 inch x 8ft Aluminum Wall Angle	75
63	pc	Metal W Clip	500
64	pc	Metal J Clip/J hanger	250
65	pc	3/8 inch x 10ft G.I full Threaded Rod	80
66	pc	3/8 inch Hexagonal Nuts and Washer	300
67	box	Blind Rivets 5/32 inch x 1/2inch	14
68	pc	Riveter (Heavy Duty)	4
69	pc	Metal DrillBit5/32 inch diameter	40
70	pc	Metal Drill Bit3/8 inch diameter	20
71	pc	Masonry Drill Bit 1/8 inch diameter	20
72	kg.	No.16 Tying Wire	9
73	pc	Metal Cutting Disc 4 inches	10
74	gallon	Waterproofing Sealant	3
75	pc	0.3mm thick Metal Studs	28

76	pc	0.3mm thick Metal Tracks	28
77	set	Heavy Duty Stainless 3 inch x 3 inch Door Hinges with Screw	27
78	set	Heavy Duty Door Knob (Brass)	9
79	set	2.1m x 0.8m Single Wooden Panel Door with Door Jamb (Exit Door)	3
80	pail	Flat latex (16-Liter/Pail)	6
81	pail	Semi - Gloss White(16-Liter/Pail)	6
82	pail	Semi - Gloss Tinge of Gray (SR-060) (16-Liter/pail)	7
83	gallon	Masonry Putty	22
84	roll	Self Adhesive Fiber Glass Mesh Tape (2 in x 100 ft)	2
85	gallon	Latex Color Baguio Green	2
86	gallon	Epoxy Paint (gray)	5
87	gallon	Red oxide Primer Paint	4
88	gallon	Full Tone Lamp Black Paint	1
89	gallon	SR - 609 Gray Delight Paint (For Metal)	1
90	gallon	MCS-4106 Glorious Paint (For Metal)	1
91	gallon	SR-333 Baguio Green Paint (For Metal)	1
92	pc	3-inch Paint brush	10
93	pc	2-inch Paint brush	15
94	pc	1-inch Paint brush	11
95	pair	Paleta Trapezoid No.4	10
96	pc	Paint roller 9 inches	10
97	pc	Baby Roller (Cotton)	6
98	gallon	Paint Thinner	2
99	gallon	Chocolate Brown QDE Paint	2
100	pail	Roof Guard Paint (Green)16 Liters/Pail	5
101	pc	Sand Paper No.220	50
102	pc	Sand Paper No.420	50
103	piece	2-inch dia. G.I. Steel Pipe (6m in length)(Sched.40)	12
104	piece	4-inchdia. Steel Cutting Disc	20
105	kg	Welding rod Special	15

106	pc	1-inch x2-inch.x1.2mm thick Tubular Steel (6m in length)	50
107	box	2.0mm ² TW (Green) (150meter/box)	3
108	box	2.0mm ² THHN (Black) (150meter/box)	5
109	box	3.5mm ² THHN (Black) (150meter/box)	3
110	box	8.0mm ² THHN (Black) (100m continuous)	1
111	lot	Wiring accessories - Vinyl electrical Tape 0.16mm x 19mm x 16m - 10pcs -2pcs spool Insulator with rack	1
112	unit	Lighting switch:3pcs-3 gang w/plate, 4pcs. 2 gang w/plate,5pcs. 1 gang w/plate	12
113	unit	Universal Duplex outlet with ground and with Plate cover	42
114	unit	Pinlight 10W	37
115	unit	T8 18W LED tube with fixture	6
116	unit	Heavy duty Rechargeable Twin Head Emergency Light with Battery Indicator and Overcharging Protection	3
117	unit	3 watts EXIT emergency indicator LED safety exit light emergency exit light(See attached picture) 	3
118	lot	Lighting hanger support - 3/8 inch diameter x 3m G.I Fully Threaded Rod - 5 pcs - 3/8 inch diameter nut and washers - 40 pcs	1
119	pc	1/2inch.dia. X10ft. PVC pipe Orange	125
120	meter	1/2 inch dia. Flexible PVC conduit Orange	50
121	pc	3/4 inch dia. X10ft. PVC pipe Orange	17
122	pc	Plastic Moulding 3/4inch.	27

123	lot	Conduit accessories - Butane Torch Flame Gun - 2 pc - Butane Gas 250G - 2 pc -1 inch Black Screw – 500 pcs	1
124	assy.	Service Entrance Cap ¾-inch	1
125	lot	Electrical Boxes - PVC Plastic Electrical Gray Surface Utility Box, 40 pcs PVC Junction Box with cover ,45pcs PVC Square box with cover - 7 pcs.	1
126	Assembly	Panel Board NEMA 3R with 60A Circuit Breaker	1
127	Assembly	Electrical Panel (flush mounted) 6 branches with Circuit Breaker, 3 pcs - 30AT, 3 pcs - 20AT	1
128	bag	40kg Portland Cement	106
129	cu.m	Washed Sand	9
130	cu.m	Crashed Gravel	6
131	cu.m	Sub-base Coarse Aggregates	3
132	piece	12mm diameter x 6m RSB	10
133	piece	10mm diameter x 6m RSB	61
134	piece	4 inch CHB	417
135	meter	Mesh Wire (Pang Bistay)	3
136	piece	Hacksaw Blade Heavy Duty 18t/inch.	3
137	piece	Heavy Duty Hacksaw Frame	1
138	piece	1/4 in.x4 ft.x 8ft. Marine Plywood	2
139	kg	1-inch Common Wire Nails	2
140	piece	2in.x2in.x10ft. Cocolumber	10
141	piece	PVC Pipe Orange 4- inch dia. (Series 1000)	4
142	piece	PVC Orange Elbow 4-inchdia. (Series 1000)	5
143	piece	PVC Orange Tee 4-inchdia. (Series 1000)	5
144	piece	PVC Orange Cleanout Plug 4-inch dia. (Series 1000)	1
145	piece	PVC Orange Pipe 3-inchdia. (Series 1000)	2
146	piece	PVC Orange Wye Reducer 3-inch dia. x 4-inch dia.(Series 1000)	2
147	piece	PVC Orange Elbow 3-inchdia. (Series 1000)	3
148	pc	PVC Orange Pipe 2-inch dia. (Series 1000)	2

149	pc	PVC Orange Elbow 2-inch dia. (Series 1000)	4
150	pc	PVC Orange Ptrap 2-inch dia. (Series 1000)	2
151	pc	PVC Blue Pipe 1/2-inch dia. (Series 1000)	3
152	pc	PVC Blue Elbow 1/2 in. dia. (Series 1000)	5
153	pc	PVC Blue Tee 1/2-inch dia. (Series 1000)	5
154	pc	PVC Blue Female Plug 1/2-inch dia. (Series 1000)	5
155	set	Water Closet with Built in P-Trap with complete Accessories	2
156	set	Stainless Lavatory Sink with Stainless faucet with complete accessories (Size: 50cm x 40cm x 20cm)	2
157	set	PVC Faucet	2
158	pc	Solvent Cement 200cc	1
159	roll	Teflon Tape 1/2inch	2
160	pc	Floor Drain 4 in.x4 in. (Brass Type)	2
TOTAL			4,741

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 satisfactorily 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

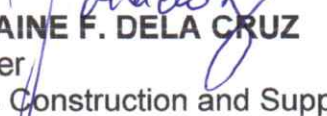
Should any dispute related to this Agreement and/or rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Odiongan, Romblon.

VENUE IN CASE OF SUIT

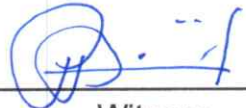
In case of a court suit, the venue shall be the courts of competent jurisdiction in Odiongan, Romblon, to the exclusion of other courts.

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


LALAIN F. DELA CRUZ
Owner
LD'S Construction and Supply

Signed in the presence of:



Witness



Witness

ACKNOWLEDGEMENT

Republic of the Philippines

(_____) S. S.

BEFORE ME, this 27th day of January, 2023 in Odiongan, Romblon, Philippines personally came and appeared before me in 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>
LALAIN F. DELA CRUZ	<u>UNID ID</u>	<u>Odiongan, Romblon</u>	<u>August 27, 2017</u>

Known to me to be the same persons who executed the foregoing instrument consisting of Ten (10) 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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Series of 2023


PACIFICO M. BANTANG JR.
 Notary Public
 Up to December 31, 2023
 Roll No. 33986
 IBP OR No. 114624-01-28-20
 PTR No. 0263101-01-02-23
 MCTF No. 0016012-12-7-18