

CONTRACT OF AGREEMENT

PROCUREMENT OF VARIOUS CONSTRUCTION AND ELECTRICAL SUPPLIES FOR ROMBLON STATE UNIVERSITY (ABC: PHP2,131,256.30, QTY: 6,871)

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-

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-2023-03-019**, the **SUPPLIER** submitted a bid for the “Procurement of Various Construction and Electrical Supplies for Romblon State University (ABC: PhP2,131,256.30, QTY: 6,871)” amounting to **TWO MILLION, ONE HUNDRED EIGHTEEN THOUSAND, FIVE HUNDRED PESOS ONLY (PhP2,118,500.00)**, 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. 23-47, 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. 23-47;
- 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
pc	RSB, 10mm x6m (Grade 33)	30
kl	Tying wire No. 16	15
kl	CWN 3" long	15
kl	CWN 2" long	15
cu.m.	Washed Gravel	10
cu.m.	River Sand	10
bag	Portland Cement, 40kg	30
piece	Angle bar 3.5mm x 2inches x 2inches x 6m	4
piece	RSB 10mm x 6m (Grade 33)	30
box	Welding rod (special)	2
pc	Entrance Cap, 1" diameter	3
pc	PVC Pipe, 1" diameter (S1000- Orange)	3
pc	PVC Clamp, 1" diameter (orange)	16
pc	Meter base, 100A, rectangular, Bolt-on	1
set	Secondary Rack, 3 way	5
pc	Spool insulator, 2" diameter	10
set	Expansion bolt, 1/2" diameter x 3"	10
meter	30.0 mm ² THHN Copper Wire	120
meter	22.0 mm ² THHN Copper Wire	25
set	Electrical Panel Board, Bolt-on type, Heavy Duty 4 Branches	1
pc	Circuit Breaker, 100 Amps/Bolt-on	1
pc	Circuit Breaker, 60 Amps/Bolt-on	2
bag	40kg Portland Cement type 1	2
kg	Welding Rod, 2.6 mm	2
pc	G.I. Pipe 3" diameter, schedule #40	1

pc	Anchor Rod, 1/2" diameter x 5"	2
meter	Guy Wire No. 6	20
roll	Electrical Tape (big)	5
roll	Rubber Tape (big)	5
bag	Portland Cement 40kg. type 1	500
piece	CHB # 4	1000
piece	CHB # 6	300
piece	RSB # 10 x 6 meters (grade 33)	200
kg.	G.I. Wire # 16	5
piece	Faucet brass	100
piece	Faucet elbow (S-blue)	50
piece	G.I. Pipe 1/2 inch diameter, S40	20
piece	Teflon tape (big)	50
piece	Close Nipple 1/2 inch in diameter x 1 inch	20
set	Bidet (stainless)	20
piece	G.I. Coupling 1/2 inch in diameter x 1 inch	20
piece	G.I. elbow 1/2 inch in diameter	20
box	PDX Wire # 14	5
box	PDX Wire # 12	5
piece	Float Switch (heavy duty)	5
piece	Electrical Tape (big)	10
piece	LED Bulb 15 watts	100
box	Staple Wire # 1	4
piece	Junction Box (plastic, orange)	100
set	Convenient outlet 3 gang assembled	100
set	Convenient outlet 2 gang assembled	100
set	Switch 2 gang assembled	100
box	THHN Wire # 14	2
set	Convenient outlet 2 gang assembled	10
piece	Receptacle 4 inch diameter, plastic, white	100
piece	Screw insulator	10
piece	Marine plywood 1/4" x 4' x 8'	100
piece	Fiber cement board 1/4" x 4' x 8'	100
piece	Fiber cement board 1/2" x 4' x 8'	20
piece	Metal furring 2 inches x 3/4 inch x 16 ft	200
piece	Carrying channel x 16 ft	200
piece	W-clip	300
piece	Wall angle 1" x 1" x 10 ft	100
piece	Metal studs 2" x 3" x 10ft	200
piece	S4S 2" x 4" x 10'	50
piece	S4S 2" x 2" x 10'	50
piece	S4S 1 1/2" x 1 1/2" x 10'	30
kg.	CWN # 2	5
kg.	CWN # 3	5
kg.	CWN # 4	5
kg.	CWN # 1	2
piece	Colored roof 6m, 7-8 ribs (rib type), matador red, 0.5mm thick	50
piece	C-purlins 2" x 3" x 6.m x 1.5mm G.I.	100
piece	Channel bar 1/4" x 2" x 4" x 6.00mtrs.	10
piece	Tubular G.I. 1" x 1" x 6.00mtrs. X 1.5mm	50
piece	Tubular G.I. 1" x 2" x 6.00mtrs. X 1.5mm	50
piece	Plain sheet (pre-painted) 1.0mm x 4' x 8' matador red	10

piece	Ridge roll # 18" 1.0mm x 8ft	50
box	Blind rivets 5/32" diameter x 1/2"	10
box	Blind rivets 1/8" diameter x 3/8"	5
piece	Angle Bar 2,5mm x 2" x 2" x 6.0mtrs.	20
piece	Square bar White 1/2 inch x 1/2 inch	300
piece	Flat bar 1" x 3mm x 6.0mtrs	100
box	Welding Rod (special)	5
piece	Screw 1/4" x 1 1/2" with Plastic Tox	1000
piece	Expansion shield 10 mm diameter x 2 inches	50
piece	Log screw 1/4" diameter x 1/2"	50
piece	Steel brush	10
set	Door knob (HD) silver	100
pair	Butt hinge 3" x 3"	50
piece	Barrel bolt 5" long x 5/16" diameter	20
piece	Padlock 50mm (Heavy Duty)	20
piece	Magnetic catches	50
piece	Piano hinges 1 inch x 1/2 inch with screw	3
piece	Riveter (Heavy Duty)	3
piece	Aviation snip	5
piece	Claw hammer	2
piece	Ripping Bar (Heavy Duty)	1
piece	Wire Stripper (Heavy Duty)	1
piece	Rubber Mallet	1
piece	Steel Float Standard Size	1
piece	Trowel Standard Size	1
set	Screw Driver (philip)	1
set	Screw Driver (flat)	1
piece	Spade standard	1
roll	Synthetic Screen Black 2 mm mesh	2
unit	Electric Pressure washer w/ 1.5HP motor pump	1
roll	Nylon rope # 4, (100m/roll)	1
cu.m	River Sand	9
cu.m	Washed Gravel	9

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


ZYRUS C. GALINDEZ
Owner
ZY Trading

Signed in the presence of:



Witness



Witness

ACKNOWLEDGEMENT

Republic of the Philippines

(Odiongan, Romblon) 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>
ZYRUS C. GALINDEZ	<u>D10-12-00574</u>	<u>Odiongan, Romblon</u>	<u>11/16/18</u>

Known to me to be the same persons who executed the foregoing instrument consisting of Seven (7) 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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