

## CONTRACT OF AGREEMENT

### SUPPLY AND INSTALLATION OF PIPES FOR THE DEEP WELLS OF THREE CAMPUSES OF ROMBLON STATE UNIVERSITY (SAN AGUSTIN, STA. MARIA, AND STA. FE) (REPOST) (ABC: PHP301,188.12, QTY: 9)

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THIS AGREEMENT, made this 29<sup>th</sup> day of December 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-2023-10-087**, the **SUPPLIER** submitted a bid for the “Supply and Installation of Pipes for the Deep Wells of Three Campuses of Romblon State University (San Agustin, Sta. Maria, and Sta. Fe) (Repost) (ABC: PhP301,188.12, QTY: 9)” amounting to **THREE HUNDRED THOUSAND AND SIX HUNDRED PESOS ONLY (PhP300,600.00)**, 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. 23-152, 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 agree 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. 23-152;
- 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	Polyvinyl Chloride Pipe (PVC) 4-inch diameter x 20 feet long Series 100 Blue (for casing) (including drilling and installation in three (3) sites)	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**

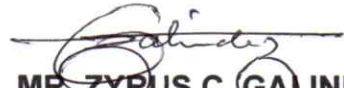
Should any dispute related to this Agreement and/or rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Odiongan, Romblon.

#### **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

  
**MR. 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 29<sup>th</sup> day of December, 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>
MR. ZYRUS C. GALINDEZ	<u>D10-12-10668</u>	<u>Odiongan, Romblon</u>	<u>2023-10-04</u>

Known to me to be the same persons who executed the foregoing instrument consisting of five (5) 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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