

# CONTRACT OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this \_\_\_ day of \_\_\_\_ 2025 in Bayombong, Nueva Vizcaya by and between:

The **NUEVA VIZCAYA STATE UNIVERSITY**, a government instrumentality, created by virtue of RA No. 9272, with principal office in Bayombong, Nueva Vizcaya, represented herein by the University President, **WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **RPD CHEM ENTERPRISES** with the principal office at 73-E 12th Ave., Brgy. Socorro, Cubao, Quezon City Philippines represented herein by the Proprietress and General Manager, **LYVIAN S. MADRID**, hereinafter referred to as the **Supplier**;

## WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for **Project 2025-05G: Supply and Delivery of Cleaning and Sanitary Supplies for the University**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Supplier** to the aforesaid supplies/goods/services;

WHEREAS, the **Procuring Entity** has issued the Notice of Award to the **Supplier** on \_\_\_\_\_, 2025;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

### I. Contract Price

The total contract price is **Two hundred ten thousand three hundred sixty nine pesos only (Php210,369.00).**

### II. Expected date of Delivery of Goods and/or Performance of Services is Sixty (60) calendar days.

It is therefore, mandatory on the part of the **Supplier** that the delivery of the goods and/or performance of services shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.



### III. Goods/Supplies

The **Supplier** accepted the aforesaid amount as payment of goods/supplies materials for the completion of works at the unit Bid stated below:

NO.	Item Description	Qty	Unit	Unit Cost	Amount
3	BATH SOAP, germicidal soap, 125-140mg (assorted, scented)	69	Piece	50.00	3,450.00
10	CLEANER, Glass and Multi-Surface, Cleaner 500ml - Fresh Fragrance	145	Bottle	170.00	24,650.00
12	DEODORANT CAKE, 100g/pc, scent: lemon	221	Piece	58.00	12,818.00
13	DEODORANT CAKE, Deodorizer assorted scent with Holder 50g	93	Piece	50.00	4,650.00
21	DISHWASHING, Paste, 400 grams	46	Piece	65.00	2,990.00
22	DISINFECTANT, Bleach, multipurpose, kills 99% viruses , original , 1Liter	74	Bottle	55.00	4,070.00
24	DISINFECTANT SPRAY, aerosol type, 500g, any available scent	154	Bottle	450.00	69,300.00
29	DUST PAN, plastic, 61*30*28cm	39	Piece	70.00	2,730.00
34	FURNITURE CLEANER, Aerosol type, 250ml	54	Can	240.00	12,960.00
35	GLASS WIPER, Glass Wiper Extendable Sponge wiper with long handle, Pole Length: at least 125 cm Brush Length: at least 27 cm Brush Width: at least 7cm Stainless Steel pole	8	Piece	290.00	2,320.00
39	LIQUID WAX, Buffable Emulsion wax, 3.75 liters, white	5	Can	700.00	3,500.00
44	MOP BUCKET, Mop and Spin-Dry Bucket Set with 1 Microfiber Mop Head	1	Unit	1,300.00	1,300.00
46	MOP HEAD, Absorbent, yarn mop head	10	Piece	95.00	950.00
47	MURIATIC ACID, 1 Liter per bottle	104	Bottle	120.00	12,480.00
48	MURIATIC ACID, 500ml, Hydrochloric Acid Technical grade - 28.0% to 29.9% acid concentration	30	Bottle	85.00	2,550.00
52	SPONGE, Scrub Sponge Pack 3pc 100mm x 70mm	16	Pack	145.00	2,320.00
55	TRASH BIN, 13L capacity with cove High quality PP material , press typ color gray or white	62	Unit	290.00	17,980.00
58	TRASHBAG, 22" x 24", medium (25 pcs per pack) black	72	Pack	58.00	4,176.00
59	TRASHBAG, 36" x 32", L, 10 pcs/rol or pack, Black	187	Pack	58.00	10,846.00
60	TRASHBAG, 37" x 40", XL, 10 pcs/roll or pack, Black	4	Pack	68.00	272.00
61	TRASHBAG, 37" x 40", XL, 10 pcs/roll or pack, Black	179	Pack	68.00	12,172.00
62	WASTEBASKET, Trash Can With Swing Cover 8 Liters, color black	13	Piece	145.00	1,885.00
	<b>GRAND TOTAL</b>				<b>210,369.00</b>

### IV. Scope of Contract

The following documents shall be deemed to form, be read and construed as part of this Contract:

- (a) The Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to

clarifications on the bid), including corrections to be bid resulting from the Procuring Entity's bid evaluation;

- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract
- (f) The Performance Security; and
- (g) The Notice of Award.

#### V. Warranty

The **Supplier** warrants that the goods/materials supplied under this Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the **Procuring Entity** provide otherwise.

The **Supplier** hereby covenants with the **Procuring Entity** to remedy defects therein in conformity with the provisions of this Contract.

#### VI. Payment

The **Procuring Entity** covenants to pay the **Supplier** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sums as may become payable under the provisions of this Contract and its ancillary documents, at the time and in the manner prescribed herein.

#### VII. Liquidated Damages

If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and under the applicable law, 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.

#### VIII. Settlement of Disputes

If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Supplier** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

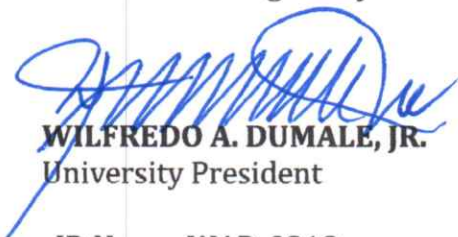
Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.

Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and the **Procuring Entity** shall pay the **Supplier** any monies due to it.



**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with the laws of the Philippines on the day and year above written.

For the Procuring Entity:


  
**WILFREDO A. DUMALE, JR.**  
University President

ID No. WAD-0218

Issued on: Dec. 21, 2022

Issued at: Nueva Vizcaya State Univ.

For the Supplier:


  
**LYVIAN S. MADRID**  
Authorized Representative


ID No. TIN: 380-392-948-000

Issued on: 10-26-2020

Issued at: MARIKINA CITY

Signed in the presence of:

  
\_\_\_\_\_  
NVSU Representative

  
LYVIAN S. MADRID  
Supplier Representative

**Funds Available:**

 ₱20,709  
**LIZA B. PARAGUAS-GONZAGA**  
NVSU Accountant IV

**ACKNOWLEDGMENT**

Republic of the Philippines )  
Province of Nueva Vizcaya )  
Municipality of Bayombong ) s.s.

**QUEZON CITY**

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **WILFREDO A. DUMALE, JR.** of the Nueva Vizcaya State University, who presented to me his valid ID WAD-0218 issued by NVSU as competent proof of identity, and **LYVIAN S. MADRID** of **RPD CHEM ENTERPRISES** who presented to me her valid ID \_\_\_\_\_ issued by \_\_\_\_\_ as competent proof of identity, known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and deed and that they have authority to sign the same for and in behalf of their respective agencies.

The foregoing instrument, consists of six (06) pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof, and pertains to the Contract of Agreement for goods/supplies/services.

**-13 MAR 2025**

**QUEZON CITY**

WITNESS MY HAND AND SEAL on this \_\_\_\_ day of \_\_\_\_\_ 2025 in \_\_\_\_\_, Philippines.

Notary Public

Doc. No: 525  
Page No.: 106  
Book No.: 11;  
Series of 2025.

  
**ATTY. ROSALINDA ADRIANO-MONTENEGRO**  
NOTARY PUBLIC

My Commission expire on **Dec. 31, 2025**  
Admin. Matter No. NP-067 (2024-2025)  
PTR No. 5555358 01/03/2024-Q.C.  
IBP OR No. 397268 01/05/2024-Q.C.  
ROLL No. 68465  
MCLE Compliance No. VII-0021672 valid until April 14, 2025  
Unit 312 Acre Bldg. 137 Malakas St. Brgy. Central, Quezon City