

CONTRACT OF AGREEMENT

THIS AGREEMENT, made this 5th of 2 2023, 2023 between **TARLAC STATE UNIVERSITY of Romulo Boulevard, San Vicente, Tarlac City** (hereinafter called “the Entity”) and **UP-TOWN INDUSTRIAL SALES, INC. of Up-Town Bldg., 56-58 Madison St., 1544 Mandaluyong City** (hereinafter called “the Supplier”).

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Supply and Delivery of Hardware Supplies and Materials (APP 2023)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Six Hundred Twenty Four Thousand Forty Five Pesos (Php 624,045.00)**.

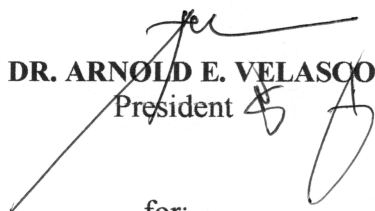
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:


1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDS);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of the Contract; and
 - iv. Supplemental or Bid Bulletins if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDS. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract**

3. In consideration for the sum of **Six Hundred Twenty Four Thousand Forty Five Pesos (Php 624,045.00)** or such other sums as may be ascertained, **Up-Town Industrial Sales, Inc.** agrees with the project: **Supply and Delivery of Hardware Supplies and Materials (APP 2023)** in accordance with his/her/its Bid.
4. The Tarlac State University agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. This Agreement shall take effect upon date of confirmation of **NOTICE TO PROCEED** by the Supplier from the Entity. The Contract shall remain in force until all obligations of both parties as contained in this contract have been fully complied with.
6. The Supplier shall commence execution of the project upon the confirmation of the written Notice to Proceed from the Entity and shall finish and complete the delivery of the project within **Ninety (90) calendar days** from the date of confirmation unless extended in accordance with the IRR of R.A. 9184.

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 and have hereunto affixed their signatures this day of FEB 02 2023, 2023 at Tarlac City, Philippines.


DR. ARNOLD E. VELASCO
President
for:

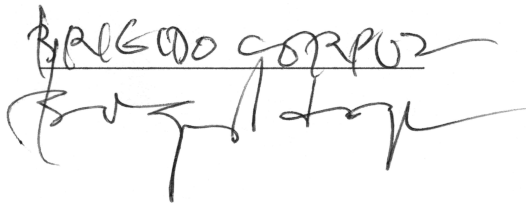

DAISY M. VILLAFUERTE
Manager, Sales & Logistics
for:

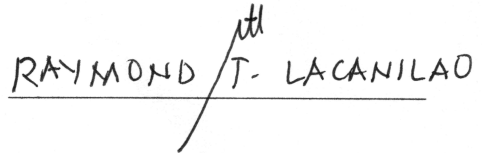
TARLAC STATE UNIVERSITY

UP-TOWN INDUSTRIAL SALES, INC.

Signed in the presence of:

Witnesses:




RAYMOND T. LACANILAO

ACKNOWLEDGEMENT

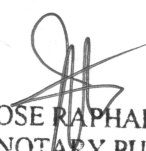
REPUBLIC OF THE PHILIPPINES)
CITY OF MANDALUYONG)CITY

Before me, this Feb 02 2023, 2023 at _____, Philippines, personally appeared **ARNOLD E. VELASCO** with Unified Multi-Purpose ID No. **006-0121-4748-9** and **DAISY M. VILLAFUERTE** with her Government Issued ID No. **03-431670-6** issued on _____ and issued at _____ known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and voluntary deed.

This document refers to Contract and it consists of three (3) pages, including this page whereon this acknowledgement appears and is signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL at the place and on the date first above written.

DOCS NO. 075
PAGE NO. 007
BOOK NO. III
SERIES OF: 2029


ATTY. JOSE RAPHAEL E. AGAAB
NOTARY PUBLIC
Until December 31, 2024
Unit 710 GTP 2, Pioneer corner
Madison St., Mandaluyong City
Roll of Attorneys No. 56672
IBP No. 221601/12-29-2022/RSM
PTR No. 5112190/1-4-2023/ Mand. City
MCLE Compliance No. VII-0020046/4-14-2025



PURCHASE ORDER

Procurement Unit
Tel. No.: 045-606-8142/ 606-8157

DELIVERY DUE DATE: 5/11/23

Supplier: **UPTOWN INDUSTRIAL SALES, INC.**
Address: Madison St., Barrangka Ilaya, Mandaluyong City
Type of Business: Merchandising
TIN No.: 000-062-769-000 VAT Reg.
Tel. No.: 02 - 631 - 8366 to 70 Fax: 02 - 631 - 5290 or 5296

PR No.: 2023-01-003
PO No.: 2023-032
Date: 1/26/2023
Mode of Procurement: Public bidding

Gentlemen:

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery: **TARLAC STATE UNIVERSITY** Delivery Term: 90 Calendar days
Date of Delivery: _____ Payment Term: N/30

Item No.	Unit	Description	Quantity	Unit Cost	Total Cost
Lot 1- Pipes, Pipe fittings and Plumbing materials					
1	pcs	ANGLE VALVE, 2 way, 1/2" x 1/2", ROSCO #RO-824	15	299.00	4,485.00
2	can	SOLVENT CEMENT, Lucky 400cc/can	15	86.50	1,297.50
3	pcs	REDUCER, Lucky Blue PVC bushing reducer 50mm x 40mm	12	28.50	342.00
4	pcs	ELBOW, PPR, 1", BELDEN 32MM x 90°	8	32.50	260.00
5	pcs	FAUCET, Brass, Heavy Duty, FALCON Brass plain bibb 1/2"	25	204.00	5,100.00
6	pcs	WALL FAUCET, 1/2" x 3", ROSCO #805 long faucet	45	305.00	13,725.00
7	pcs	FITTING, for Water Closet, Push-Button Type, MECO S103 Tank Fitting	40	782.00	31,280.00
8	pcs	SHOWER HEAD, Stainless Steel, ROSCO #RO-812	4	178.50	714.00
9	pcs	FLEXIBLE HOSE, Heavy Duty, S/S Flexible hose 1/2"x1/2"x18"	50	53.00	2,650.00
10	pcs	FLEXIBLE HOSE, S/S Flexible Hose 3/8" X 1/2" X 18"	50	53.00	2,650.00
11	pcs	TAPE, Teflon, MILES 1" x 10mtrs	50	11.50	575.00
12	pcs	TAPE, Teflon, MILES 1/2" x 10mtrs	25	5.50	137.50
13	pcs	TAPE, Teflon, MILES 3/4" x 10mtrs	40	10.50	420.00
14	pcs	CHECK VALVE, KOYO Brass swing check valve 1"	6	1,012.00	6,072.00
15	roll	GATE VALVE, KOYO brass gate valve 1"	5	665.00	3,325.00
Lot 2- Electrical Materials					
16	pcs	BATTERY, Alkaline, AAA-Heavy Duty, ENERGIZER	600	67.50	40,500.00
17	pcs	BATTERY, Lithium, AA, ENERGIZER	100	183.50	18,350.00
18	pcs	UTILITY BOX, 2" x 4", PVC, Deep Type, Orange, OMNI #WUB-001	22	23.50	517.00
19	pcs	BULB, CFL, 9w, Daylight, FIREFLY not LED	30	78.50	2,355.00
20	pcs	BULB, LED, Daylight, FIREFLY 25 Watts	35	271.00	9,485.00
21	pcs	CIRCUIT BREAKER, 32A, BOT, GE 2 pole	5	984.00	4,920.00
22	pcs	CIRCUIT BREAKER, BOT, GE 2 pole 63A	4	1,389.50	5,558.00
Sub- Total					154,718.00

Warranty shall be for a period minimum of Three (3) months for expendable supplies, or a minimum period of one (1) Year for non-expendable supplies. In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed

Very truly yours,

DR. GRACE N. ROSETE
Vice President for Administration
Authorized Official

Conforme: RAYMOND J. LALAKILAD

UPTOWN INDUSTRIAL SALES, INC.
(Signature over printed name & date)

Bank Account Name: _____
Bank Account Number: _____
Bank Name: _____
Bank Address: _____

Funds Available:

JASPER A. YAUDER, CPA
Budget Officer

ALOBS No.: 02-10101-2023-01-0149
Amount: ₱ 124,000

