

### CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This AGREEMENT, made and executed this \_\_\_\_\_\_\_\_, by and between:

The ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY – LA PAZ, ILOILO CITY CAMPUS, a public institution of higher learning, organized and existing under Republic Act No. 10595, with office address at Burgos Street, La Paz, Iloilo City, Philippines, herein represented by its SUC Presidents III, DR. GABRIEL M. SALISTRE, JR., (hereinafter referred to as the "ISAT U");

and

ARMIX COPIER RENTALS, SERVICES AND SALES, with office address at Phil-Am Compound Commission Civil Street, Jaro, Iloilo City, Philippines, herein represented by its Authorized Representative, JENNIFER ROSE A. PADERNAL, (hereinafter referred to as the "SUPPLIER)";

WHEREAS, ISAT U has programmed the PROCUREMENT OF PAPER AND BALLPEN FOR VARIOUS OFFICES with Project Reference No. ISAT U GOODS-2025-03-029;

WHEREAS, ISAT U, through the Bids and Awards Committee (BAC), posted the Invitation to Bid (IB) on the ISAT U and PhilGEPS website, as well as on the ISAT U Bulletin Boards, continuously for at least 7 days, starting March 26, 2025 to April 15,2025 as provided under Section 54.2.4 of Republic Act No. 9184 or otherwise known as the Government Procurement reform Act and its 2016 Revised Implementing Rules and Regulations (RA9184 and its 2016 RIRR), with an Approved Budget for the Contract (ABC) of Two Million Four Hundred Fifty Five Thousand Five Hundred Ninety Nine Pesos and Ninety Two Centavos Only (PhP2,455,599.92), inclusive of applicable taxes, as indicated in Purchase Request No. PB-2025-029:

WHEREAS, in BAC Resolution No. 188 s. 2025 dated April 30, 2025, the BAC recommended to the Head of the Procuring Entity (HOPE) through the University President to award the contract to the SUPPLIER as the Single Calculated and Responsive Bid;

WHEREAS, on April 30, 2025, the University President signed the Notice of Award;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### ARTICLE I

#### (Included in the Agreement)

In accordance with RA 9184 and its 2016 Revised Implementing Rules and Regulations, the following documents shall form part of this Agreement:

- a. Philippine Bidding Documents (PBDs)
  - i. Schedule of Requirements
  - ii. Technical Specifications
  - iii. General and Special Conditions of the Contract
  - iv. Supplemental or Bid Bulletins, if any
- Winning Bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documentary/statements submitted;
- c. Performance Security;
- d. Notice of Award of Contract;

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GABRHEL M. SALISTREJR., PEE, DIT SUC President III

for Administration and Finance

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RUSS ALLEN B. NAPUD, DIT

FLORENCE M. CABUNDUCAN AOV, Supply Officer III





e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Bidding Documents. 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; and

f. RA 9184 and its 2016 RIRR, as amended

## ARTICLE II (Technical Specifications)

ltem No.	Product Category	Description	Brand	Qty	Unit	Unit Price	Total Price
1	Colored Bond Paper	Colored Bond Paper - A4, Blue, sub-24	More	7	reams	517.00	3,619.00
2	Colored Bond Paper	Colored Bond Paper - A4, Green, sub-24	More	7	reams	517.00	3,619.00
3	Colored Bond Paper	Colored Bond Paper - A4, in assorted colors, sub-24	More	13	reams	517.00	6,721.00
4	Colored Bond Paper	Colored Bond Paper - A4, Pink, sub-24	More	7	reams	517.00	3,619.00
5	Colored Bond Paper	Colored Bond Paper - A4, Yellow, sub-24	More	10	reams	517.00	5,170.00
6	Mimeogr aphing Paper	Mimeographing Paper, 8.5 in x 11 in, white wove, subs 18	Adva nce	30	reams	175.00	5,250.00
7	Mimeogr aphing Paper	Mimeographing Paper, 8.5 in x 13 in, white wove, subs 19	Adva nce	250	reams	205.00	51,250.00
8	Paper	Bond Paper, 8.5 in x 13 in, premium grade, subs 20	Excell ent Copy	301 2	reams	221.00	665,652.00
9	Paper	Bond Paper, A3, premium grade, subs 20	Hokai do	36	reams	495.00	17,820.00
10	Paper	Bond Paper, A4, 8.27" x 11.69", premium grade, subs 20	Excell ent Copy	273 4	reams	196.00	535,864.00
11	Paper	Laid Paper, A4, cream (500 sheets/reams)	Gene ric	6	reams	2,000. 00	12,000.00
12	Paper	Paper - Colored Copy Paper, Blue, 500 Sheets, Long size	PIX	2	reams	254.00	508.00
13	Paper	Parchment Paper - A4, cellulose, color: beige, 10 pcs/pack	Tyde n	440	packs	47.00	20,680.00
14	Paper	Parchment Paper - cellulose, color: beige, size 8.5 x 13, 10 pcs/pack	Tyde n	30	packs	47.00	1,410.00
15	Paper	Photo Paper - Photo paper, A4, matte (10 sheets/pack)	Jojo	148	packs	55.00	8,140.00
16	Paper	Special Board Paper - Board Paper, A4, 180 gsm, beige, 10 sheets/pack	Veco	160	packs	44.00	7,040.00

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VP for Administration and Finance RUSS ALLEN B. NAPUD, DIT

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17	Paper	Special Board Paper - Board Paper, A4, 220 gsm, beige, 10 sheets/pack	Veco	204	packs	44.00	8,976.00
18	Paper	Special Board Paper - Board		92	packs	36.00	3,312.00
19	Paper	Special Board Paper - Board		203	packs	44.00	8,932.00
20	Paper	Special Board Paper - 8.5 x		25	packs	44.00	1,100.00
21	Paper	Special Board Paper - short size, beige, cream, 10 pieces/pack	Gene ric	107	packs	35.00	3,745.00
22	Paper	Special Board Paper - short size, blue, 10 pieces/pack	Gene ric	54	packs	35.00	1,890.00
23	Paper	Special Laid Board - Long, Assorted Colors, 10 pieces/pack	Gene ric	8	packs	44.00	352.00
24	Paper	Sticker Paper - A4, matte, assorted color, (10 sheets/pack)	Gene ric	127	packs	45.00	5,715.00
25	Paper	Vellum Board - A4, original packaging (10 sheets/pack), color: beige/cream	Veco	185	packs	48.00	8,880.00
26	Paper	Vellum Paper - 8.5x13 inches, original packaging (10		175	packs	48.00	8,400.00
27	Sticker Paper			15	packs	55.00	825.00
28	Sticker Paper	Sticker Paper - A4 size, white, matte	Gene ric	150	packs	45.00	6,750.00
29	Sticker Paper	Sticker Paper - A4, matte, Powder blue	Gene ric	41	packs	55.00	2,255.00
30	Ballpen	Ballpen - Black, 0.5 mm, 12pcs/box	Flexst ick	363	boxes	64.00	23,232.00
31	Ballpen	Ballpen - Blue, 0.5 mm, 12pcs/box	Flexst	354	boxes	64.00	22,656.00
32	Ballpen	Ballpen - Blue, 1.0 mm, 12pcs/box	Flexst	17	boxes	64.00	1,088.00
33	Ballpen	Ballpen - Red, 0.5 mm, 12pcs/box	Flexst ick	106	boxes	64.00	6,784.00
34	Pen	Permanent Marker, broad, black, good quality, no xylene	Pilot	272	pieces	37.00	10,064.00
35	Pen	Permanent Marker, broad, blue, good quality, no xylene	Pilot	208	pieces	37.00	7,696.00
36	Pen	Permanent Marker, broad, red, good quality, no xylene	Pilot	56	pieces	37.00	2,072.00
37	Pen	Permanent Marker, fine, black, good quality, no xylene	Pilot	270	pieces	37.00	9,990.00
38	Pen	Permanent Marker, fine, blue, good quality, no xylene Permanent Marker, fine, red,	Pilot	154	pieces	37.00	5,698.00
39	Pen	good quality, no xylene Whiteboard Marker - black,	Pilot Finet	46	pieces	57.00	2,622.00
40	Pen	refillable Whiteboard Marker - blue,	ech Finet	433	pieces	57.00	24,681.00
41	Pen	refillable	ech	404	pieces	57.00	23,028.00





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42	Pen	Whiteboard Marker - red, refillable	Finet ech	239	pieces	57.00	13,623.00
43	Sign Pens	Sign Pens - 0.4 mm, black, Gel ink Pen, refillable	MyGe I	820	pieces	30.00	24,600.00
44	Sign Pens	Sign Pens - 0.4 mm, blue, Gel ink Pen, refillable	MyGe I	104 6	pieces	30.00	31,380.00
45	Sign Pens	Sign Pens - 0.4 mm, red, Gel ink Pen, refillable	MyGe I	139	pieces	30.00	4,170.00
46	Sign Pens	Sign Pens - 0.7 mm, Black, Gel Ink, Refillable	MyGe I	682	pieces	32.00	21,824.00
47	Sign Pens	Sign Pens - 0.7 mm, Blue, Gel Ink, Refillable	MyGe I	767	pieces	32.00	24,544.00
48	Sign Pens	Sign Pens - 0.7 mm, Red, Gel Ink, Refillable	MyGe I	106	pieces	32.00	3,392.00
				T	OTAL BID	AMOUNT	Php1,672,638.00

## ARTICLE III (Delivery Period)

The SUPPLIER shall perform its obligation as specified in the Agreement within Forty Five (45) calendar days upon receipt of NTP. One time delivery only. No contract revisions allowed after signing of contract.

## **ARTICLE IV** (Contract Amount)

In consideration for the sum of One Million Six Hundred Seventy Two Thousand Six Hundred Thirty Eight Pesos Only (Php1,672,638.00), or such other sums as may be ascertained, the SUPPLIER Agrees to the PROCUREMENT OF PAPER AND BALLPEN FOR VARIOUS OFFICES in accordance with its Bid.

The ISAT U agrees to pay the above-mentioned sum in accordance with the terms of this Agreement.

# **ARTICLE V** (Warranty of Goods)

The SUPPLIER guarantees that all materials it will supply under this Agreement are brand new, free from defects, and strictly in accordance with the Technical Specifications. The provision under Section 62.1 on warranty security shall be observed.

#### **ARTICLE VI** (Liquidated Damages)

If the SUPPLIER refuses or fails to satisfactorily complete the obligation within the specified contract time, plus any time extension duly granted, and is in default under the Agreement, the SUPPLIER agrees to pay ISAT U for liquidated damages (LD) in an amount equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for everyday of delay. ISAT U shall have the option to deduct the liquidated damages from payments or any money due or which may become due to the SUPPLIER under this Agreement and/or collect such liquidated damages from the retention money or other securities posted by the SUPPLIER whichever is convenient to ISAT U. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Agreement, ISAT U may rescind this Agreement, without prejudice to other courses of action and remedies open to ISAT U.

### **ARTICLE VII** (Settlement of Disputes)

The settlement of disputes or differences of any kind whatsoever that arises between the parties in the connection with the implementation of the Agreement shall be settled in accordance to Rule XVIII (Settlements of Disputes) under the 2016 RIRR of RA 9184.



VP for Administration and Finance RUSS ALLEN B. NAPUD, DIT

FLORENCE M. CABUNDUCAN AOV, Supply Officer III



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## ARTICLE VIII (Miscellaneous Provisions)

The parties warrant that they have full power and authority to represent their respective agency/office/entity.

The SUPPLIER shall facilitate this Agreement's notarization and bear its cost.

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.

ARMIX COPIER RENTALS, SERVICES ILOILO SCIENCE AND TECHNOLOGY AND SALES (SUPPLIER) UNIVERSITY (ISAT U) By: By: ER ROSE A. PADERNAL GABRIEL M. SALISTRE, JR PEE, DIT Authorized Representative SUC President II WITNESSETH: RUSS ALLEN S. NAPUD, DIT Authorized Representative VP for Administration and Finance FLORENCE M. CABUNDUCAN AOV, Supply Officer III 6 3 2m

Republic of the Philippines

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## ACKNOWLEDGMENT

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_\_, in \_\_\_\_\_, personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

	Government ID	Place Issued	Date Issued
1 DR. GABRIEL M. SALISTRE, JR.	ISAT U ID No.: 04-0232	Iloilo City	August 5, 2023
2 JENNIFER ROSE A. PADERNAL	555-07-16095	709-5 110110 city	Jan - 9, 1997

known to me to be the same persons who executed the foregoing instrument and they acknowledged that the same are their free act and deed as well as of the institution / agency that they represent.

This instrument, which refers to a **PROCUREMENT OF PAPER AND BALLPEN FOR VARIOUS OFFICES**, consisting of 6 pages including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year, and place above written.

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ATTY. CHADDY T. MADAY Notary Public City and Province of Name City and Province of Name Holanial Caron. Reg. No. 170 until Dec. 31, 3725 Roll od. Allomey's No. 88270 ISP Membership No. 600350 FIR No. 8819740 - Jan. A. 2025 - Hollo City Date of Admission to the Bar: February 5, 35291 FMS Bidg., 7th Car. National Road FMS Bidg., 7th Car. National Road
Bale of Admission to the Bar: February 5, 2024 FMB Bidg., 7th Cer. National Road Lawaan Village, Balantang, Jaro, Ilolio City

Contract No. 2025-05-020