

CONTRACT AGREEMENT

THIS AGREEMENT, made this NOV 30 2023, between the **ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U), Miagao 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, represented herein by **DR. GABRIEL M. SALISTRE, JR.**, in his capacity as **SUC PRESIDENT III** (hereinafter called the "ISAT U") and **A MAQUILING CONSTRUCTION AND SUPPLY** with office address at Brgy. Tigum, Pavia, Iloilo, hereinafter referred to as the "**CONTRACTOR**", represented by **ANACLETO A. MAQUILING**, in his capacity as **OWNER**. (hereinafter called the "Contractor").

WHEREAS, the ISAT U is desirous that the Contractor execute the **RENOVATION OF INTERNET SECTION AS LEARNING HUB AND ROOM E5 AS HYBRID CLASSROOM** (hereinafter called "the Works") and the Entity has accepted the Bid for **ONE MILLION TWO HUNDRED SEVENTY FIVE THOUSAND ONE HUNDRED NINETEEN PESOS AND EIGHTY SEVEN CENTAVOS ONLY (Php 1,275,119.87)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter 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 part of this Agreement, viz.:

a. Philippine Bidding Documents (PBDs);

1. Drawings/Plans;
2. Specifications;
3. Bill of Quantities;
4. General and Special Conditions of Contract;
5. Supplemental or Bid Bulletins, if any;

b. 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;

c. Performance Security;

d. Notice of Award of Contract and the Bidder's conforme thereto;

e. 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.**

ARTICLE I
(Scope of Work)


The **CONTRACTOR**, in consideration of the payment to be made by the ISAT U as specified herein, hereby covenants and agrees to execute and complete the works at cost and conformity in all respect with provisions of this contract and shall provide all the materials, equipment and labor needed and necessary in the completion of the project as a lump sum contract for the following but not limited to the herein items of work:

PROGRAM OF WORKS

Project Description:

Renovation of Internet Section as Learning Hub and Room E5 as Hybrid Classroom as per plan and specifications as described in the scope of work

| Item No. | Scope of Work | Quantity | Unit | Unit Price | Total Amount |
|----------|--|----------|------|------------|--------------|
| I | PROPOSED RENOVATION INTERNET SECTION AS LEARNING HUB | | | | |
| 1 | GENERAL REQUIREMENTS Includes Professional Fees for seven (7) sets of complete plans(signed & sealed), for Building & Occupancy Permit, Building & Occupancy Permit forms (signed & sealed), Completion/ Testing/Commissioning, Final Inspection Certification (Signed and Seal) and Processing of Building & Occupancy Permit including Fire Safety Evaluation Certification FSEC (inc penalties), Testing of materials, Five (5) sets of As Built Plans & Project Construction Signages | 1 | lot | 171,990.00 | 171,990.00 |
| 2 | SITE WORK Includes clearing, grubbing & lay-out and demolition as per plan details and specifications | 1 | lot | 38,476.62 | 38,476.62 |
| 3 | FORM WORKS AND SCAFFOLDINGS Includes installation of forms and scaffoldings as per plan details and specifications | 1 | lot | 48,832.88 | 48,832.88 |
| 4 | CEILING, WALL DIVISION AND FLOORING Includes fabrication and installation of interior ceiling , wall division and minor repair of flooring with complete accessories as per plan details and specifications | 1 | lot | 163,955.61 | 163,955.61 |
| 5 | GLASS AND STEEL/SLIDING WINDOW & ALL DOORS Installation of Hostel Guard Post & Driveway Steel Ramp) as per plan and specifications as described in the scope of works Windows Includes fabrication and installation of 1.53 x 3.54m fixed w/ sliding window and transom, 3/16" Thick Glass in Aluminum Frame with complete accessories Includes fabrication and installation of 1.53 x 2.80m fixed w/ sliding window and transom, 3/16" Thick Glass in Aluminum Frame with complete accessories Includes fabrication and installation of 0.75 x 2.40m fixed w/ sliding window and transom, 3/16" Thick Glass in Aluminum Frame with complete accessories Doors Includes fabrication and installation of 1.00 x 2.15m swing type glass door in aluminum frame with heavy duty door lock and soft close with complete accessories Includes fabrication and installation of 0.80 x 2.15m swing type glass door in aluminum frame with heavy duty door lock and soft close with complete accessories Includes fabrication and installation of 2 units 0.80 x 1.20m stained/varnished finish solid panel door w/ 2" x 6" door jamb and complete accessories | 1 | lot | 201,658.28 | 201,658.28 |



JOEMARIE M. CAGUING
Authorized Representative



ANACLETO A. MAQUILING
Owner



GABRIEL M. SALISTRE, JR., PEE, DIT
SUC President III



RAMON N. EMMANUEL, JR., Ph. D.
Campus Administrator



ELMER S. SEALANG
Head, PDAS

JOEMANE M. CAGUING
Authorized Representative

ANACLETO A. MAQUILING
Owner

GABRIEL M. SALISTRE, JR., PEE, DIT
SUC President III

RAMON N. EMMANUEL, JR., Ph. D.
Campus Administrator

EMER S. SEALOGGO
Head, PDAS

| Item No. | Scope of Work | Quantity | Unit | Unit Price | Total Amount |
|--|---|----------------------------|------|------------|---------------------|
| 6 | PAINTING Includes paintings of ceiling, concrete wall, dry wall partition and flooring as per plan details and specifications | 1 | lot | 69,963.08 | 69,963.08 |
| 7 | ELECTRICAL Includes demolition of existing electrical line and installation of new electrical wirings run through conduits and utility boxes to include power and lighting outlets with electrical fixtures and accessories ready to be energized as per plan details and specifications. | 1 | lot | 169,988.28 | 169,988.28 |
| II | ROOM E5 AS HYBRID CLASSROOM | | | | |
| 1 | SITE WORK Includes clearing, grubbing & lay-out and demolition as per plan details and specifications | 1 | lot | 27,002.43 | 27,002.43 |
| 2 | FORM WORKS AND SCAFFOLDINGS Includes installation of forms and scaffoldings as per plan details and specifications | 1 | lot | 27,579.83 | 27,579.83 |
| 3 | CEILING Includes fabrication and installation of interior ceiling in steel frame with complete accessories as per plan details and specifications | 1 | lot | 81,965.52 | 81,965.52 |
| 4 | GLASS AND STEEL/SLIDING WINDOW & ALL DOORS Includes fabrication and installation 4 units fixed w/ sliding window and transom, 3/16" Thick Glass in Aluminum Frame and 2 units stained /varnished finished hardwood solid panel door as per plan details and specifications. | 1 | lot | 88,189.10 | 88,189.10 |
| 5 | PAINTING Includes paintings of ceiling, concrete wall, dry wall partition and flooring as per plan details and specifications | 1 | lot | 66,836.54 | 66,836.54 |
| 6 | ELECTRICAL Installation of electrical wirings run through conduits and utility boxes to include power and lighting outlets with electrical fixtures and accessories ready to be energized as per plan details and specifications | 1 | lot | 118,681.70 | 118,681.70 |
| | Total Cost of Project | | | | 1,275,119.87 |
| BREAKDOWN OF THE TOTAL PROJECT BID COST | | | | | |
| | TOTAL DIRECT COST | Total Materials Cost | | | 605,148.60 |
| | | Total Labor Cost | | | 432,800.00 |
| | TOTAL INDIRECT COST | Direct Cost | | | 1,037,948.60 |
| | | Overhead, Taxes and Profit | | | 176,451.26 |
| | | VAT | | | 60,720.01 |
| | TOTAL PROJECT BID COST (PhP) | | | | 1,275,119.87 |

ARTICLE II
(Contract Amount)

In consideration for the **lump sum contract** of **ONE MILLION TWO HUNDRED SEVENTY FIVE THOUSAND ONE HUNDRED NINETEEN PESOS AND EIGHTY SEVEN CENTAVOS ONLY (PhP 1,275,119.87)** or such other sums as may be ascertained, CONTRACTOR agrees to a **RENOVATION OF INTERNET SECTION AS LEARNING HUB AND ROOM E5 AS HYBRID CLASSROOM** in accordance with its Bids.

The **ISAT U Miagao** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

ARTICLE III
(Mobilization Cost and Recoupment)

The **CONTRACTOR** may request, and **ISAT U** may grant, an advance payment of an amount not to exceed fifteen percent (15%) of the contract amount, to cover the cost mobilization, subject to the posting of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring entity. The contractor agrees that the advance payment shall be repaid by the Contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.

ARTICLE IV
(Completion Time)

The **CONTRACTOR** shall perform and complete all the works specified in the contract within **Ninety Five (95) Calendar Days**, which will commence **ten (10) days** upon receipt of the Notice to Proceed.

ARTICLE V
(Contractor's Warranty of Works)

The **CONTRACTOR** guarantees that all materials it will supply under this agreement are brand new, free from defects and strictly in accordance with the Technical Specifications on the quality of the materials and workmanship.

The **CONTRACTOR** shall assume full responsibility for the contract of work from the time the project construction commenced up to its final acceptance by the **ISAT U** and shall be responsible for any damage or destruction of works except those occasioned by force majeure as provided in Section 62.2.3.2 of the Revised IRR of R.A. No. 9184. Likewise, Section 62.2 of the Revised IRR of R.A. No. 9184 shall be observed.

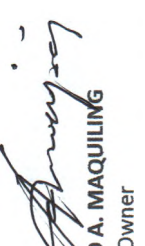
The **CONTRACTOR** undertakes at its own expense to undertake all repairs and/or replacement of materials, facilities and equipment or parts thereof which are found by the **ISAT U** to be defective and which are brought to the attention of the **CONTRACTOR** within thirty (30) days from the discovery thereof.

Within a period of twelve (12) months after the completion and final acceptance of the Project, the **CONTRACTOR** shall remain liable for any damage/s discovered on the works due to faulty construction methods or the use of materials of interior quality or violation of the terms and conditions of this contract. Any defect in the Project brought to the attention of the **CONTRACTOR** shall be corrected or replaced without any additional cost on the part of the **ISAT U**.

ARTICLE VI
(Liquidated Damages)

In the event the **CONTRACTOR** refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted, and is in default under the contract, the **CONTRACTOR** 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 every day 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 **CONTRACTOR** under this Contract and/or collect such as liquidated damages from the retention money or other securities posted by the **CONTRACTOR** whichever is convenient to **ISAT U**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, **ISAT U** may rescind this Contract, without prejudice to other courses of action and remedies open to **ISAT U**.


JOEMARIE M. CAGUING
Authorized Representative


ANACLETO A. MAQUILING
Owner


GABRIEL M. SALASTRE, JR., PEE, DIT
SUC President III


RAMON N. EMMANUEL, JR., Ph. D.
Campus Administrator


ELMER S. SEALOGO
Head, PDAS

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 Contract shall be settled in accordance to Rule XVIII (Settlement of Disputes) of the Revised IRR of R.A. No. 9184.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

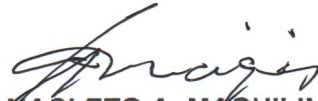
**ILOILO SCIENCE AND TECHNOLOGY
UNIVERSITY (ISAT U)**

By:


GABRIEL M. SALISTRE, JR., PEE, DIT
SUC President III

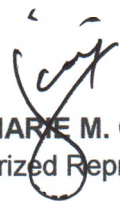
**A MAQUILING CONSTRUCTION
AND SUPPLY**

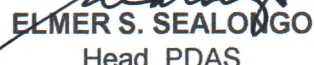
By:


ANACLETO A. MAQUILING
Owner

WITNESSETH:


RAMON N. EMMANUEL, JR., Ph. D.
Campus Administrator, ISAT U MC


JOEMARIE M. CAGUING
Authorized Representative


ELMER S. SEALONGO
Head, PDAS

REPUBLIC OF THE PHILIPPINES:
CITY OF ILOILO : S.S
X-----X

ACKNOWLEDGMENT

Before me, a Notary Public, in the City of Iloilo, this _____ day of _____, 2023 personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

| | Name | Government ID | Date Issued | Place Issued |
|---|-------------------------------------|---------------------------------|----------------|--------------------------------|
| 1 | <u>DR. GABRIEL M. SALISTRE, JR.</u> | University ID ID No. 04-0232 | August 5, 2023 | ISAT U, La Paz, Iloilo City |
| 2 | <u>ANACLETO A. MAQUILING</u> | TIN ID 941-250-185 | June 2, 2006 | Iloilo City |

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

The instrument consists of Six (6) pages including this page wherein this acknowledgement is written and duly signed by the parties and their witnesses on each and every page hereof.

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

Doc No. _____
Page No. 461 _____
Book No. ay _____
Series of 2023 vh _____

DENNIS D. JUANON
Notary Public
UNTIL DECEMBER 31, 2023
NOTARIAL COMMISSION NO. 46
R.F.R. A.F. LOPEZ BLDG., IGNATI ST., ILOILO CITY
IBP NO. 253697/12-27-2022/PASIG CITY
PTR NO. 8081353/01-03-2023/ILOILO CITY
TIN NO. 26173-MCLEE NO. VII-002521