

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____ 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 at Brgy. Igtuba, Miagao, Iloilo, Philippines, represented herein by **DR. RAMON N. EMMANUEL, JR.**, in his capacity as **CAMPUS ADMINISTRATOR** (hereinafter called the "ISAT U Miagao Campus") and **CHEDMARYL CONST. & SUPPLIES** with office address at Brgy. Tigum, Pavia, Iloilo, Philippines, represented by **ENRIQUETA E. PUERTOLLANO**, in his capacity as **OWNER**. (hereinafter called the "**Contractor**").

WHEREAS, the Entity is desirous that the Contractor execute the **REPAIR OF HOSTEL PLUMBING AND SANITARY SYSTEM** (hereinafter called "the Works") and the Entity has accepted the Bid of **EIGHT HUNDRED NINETY FIVE THOUSAND SIX HUNDRED SEVENTY ONE PESOS AND FIVE CENTAVOS ONLY (PHP 895,671.05)** 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.**

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

(Program of Works)

Project Description:		Implementation Mode:			Lump Sum Contract	
		Contract Duration			75 Calendar Days	
Item No.	Scope of Work	% Weight	Qty	Unit	Unit Price	Total Amount
I	GENERAL REQUIREMENTS Includes Professional Fees (completion), As-built Plans/Occupancy permit/FSIC/FSEC, Temporary Facilities (Electrical and Water consumption) and System Testing (Plumbing and Sanitary Testing including leak testing for water proofing).	23.083%	1	lot	206,747.63	206,747.63
II	SITE WORK Includes Mobilization, Material Delivery and hauling, clearing, grubbing & lay-out, Opening of ceiling and backfilling, slabs-on-fill and welding works as per plan details and specifications.	28.1500%	1	lot	252,131.25	252,131.25
III	FINISHING WORKS Includes application of waterproofing, installation of new tiles, installation and painting of support/bracket and ladder and finishing of affected wall during opening and chipping works as per plan details and specifications.	25.5602%	1	lot	228,935.18	228,935.18
IV	PLUMBING & SANITARY WORKS Includes repiping of plumbing and sanitary works as per plan details and specifications.	23.2068%	1	lot	207,857.00	207,857.00
Total Cost of Project						895,671.05
BREAKDOWN OF THE TOTAL PROJECT BID COST						
TOTAL DIRECT COST				Total Materials Cost		319,050.00
				Total Labor Cost		435,835.00
				Direct Cost		754,885.00
TOTAL INDIRECT COST				Overhead, Taxes and Profit		98,135.05
				VAT		42,651.01
TOTAL PROJECT BID COST (PhP)						895,671.05

ARTICLE II
(Completion Time)

The **CONTRACTOR** shall perform and complete all the works specified in the contract within **Seventy Five (75) Calendar Days** from the date of receipt of the Notice to Proceed.

ARTICLE IV
(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 V
(Liquidated Damages)

In the event the **CONTRACTOR** refuses or fails to satisfactory 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**.

ARTICLE VI
(Settlement of Disputes)

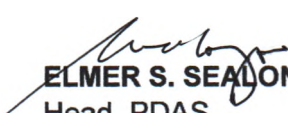
The settlement of disputes or differences of any kind whatsoever that arises between the parties in the connection with the implementation of the Contract shall be settled in accordance to Rule XVIII (Settlement of Disputes) under the Revised IRR of R.A. No. 9184.


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:


RAMON N. EMMANUEL, JR.,
Campus Administrator


ELMER S. SEALONGO
Head, PDAS


MARIA LUISA N. EIMAN
Head, Administrative and Finance Services

CHEDMARYL CONST. & SUPPLIES

By:


ENRIQUETA E. PUERTOLLANO
Owner


CATHERINE STEPHANIE TAMIANO
Authorized Representative

WITNESSETH:

REPUBLIC OF THE PHILIPPINES:

CITY OF ILOILO

: S.S

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ACKNOWLEDGEMENT

Before me, a Notary Public, in the City of Iloilo, this _____ day of _____, 2024 personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

	Name	Government ID	Date Issued	Placed Issued
1	DR. RAMON N. EMMANUEL, JR.	University ID ID No. 940606-022-F	August 5, 2023	ISAT U, Miagao Campus
2	ENRIQUETA E. PUERTOLLANO			

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 and deed as well as the voluntary act of the institution/agencies they represent.

The instrument consist of four (4) 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.: 225
PAGE NO.: 45
BOOK NO.: 11
SERIES OF 2024

ATTY. LUZELINDO A. CALMORIN
NOTARY PUBLIC
ROLL NO. 29514 5-15-79
PTR NO. 8338720 01-02-20
IBP NO. 391902 01-03-24
TIN NO. 126-157-766
MCLE COMP. NO. V-0028120
DATE OF COMMISSION 03-02-23 TO 12-30-26
REG. NO. 169
CITY AND PROVINCE OF ILOILO