

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THIS AGREEMENT, made and executed this MAR 06 2025, by and 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 Brgy. Igtuba, Miagao, Iloilo, Philippines, represented herein by its Campus Administrator, **DR. RAMON N. EMMANUEL, JR.**, (hereinafter referred to as the “**ISAT U**”)

and

GEMS ELECTRONICS, with office address at Gems Bldg., Valeria Ext. Street, Iloilo City, Philippines, herein represented by its Authorized Representative, **MS. LEA LEABAN**, (hereinafter referred to as the “**SUPPLIER**”);

WHEREAS, ISAT U has programmed the **PROCUREMENT OF ELECTRICAL LABORATORY EQUIPMENT – EPA** with Project Reference No.: ISAT U MC-GOODS-2025-01-06;

WHEREAS, ISAT U, through its Bids and Awards Committee (BAC), posted the Invitation to Bid on the ISAT U and PhilGEPS websites, as well as on the BAC ISAT U Bulletin Board, continuously for at least seven (7) days, starting November 27, 2024 to December 13, 2024 as provided under Section 54.2.4 of the Republic Act No. 9184 or otherwise known as the Government Procurement Reform Act and its 2016 Revised Implementing Rules and Regulations (RA 9184 and its 2016 RIRR), with Approved Budget for the Contract (**ABC**) of **THREE HUNDRED THOUSAND PESOS ONLY (Php 300,000.00)**, inclusive of applicable taxes, as indicated in Purchase Request No. PB 2025-006.

WHEREAS, on January 15, 2025, the Campus Administrator signed the Notice of Award;

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

ARTICLE I

(Included in the Agreement)

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

- a. *Bidding Documents*
- b. *Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;*
- c. *Performance Security;*
- d. *Notice of Award of Contract;*
- e. *Other contract documents that may be required by existing laws and/or the Procuring Entity Concerned in the Bidding Documents, such as the construction schedule and A-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, and PERT/CPM or other acceptable tools of project scheduling for infrastructure projects; and*
- f. *RA 9184 and its 2016 RIRR, as amended*

ARTICLE II
(Technical Specifications)

Item No.	Description	Brand	Qty/ Unit	Unit Cost	Total
1.	Variable Frequency Drive (VFD), Variable Frequency Drive (VFD), Inverter Drive, 0.75 kw, 3 Phase, 230V 4.2A, VLT FC51 Series	Schneider	1 unit	50,400.00	50,400.00
2.	Variable Frequency Drive (VFD), Inverter Drive, 0.75 kw, 3 phase 230v ac, 1.7 A, ATV63 Series	Danfoss	1 unit	68,000.00	68,000.00
3.	FDAS, 2 zones panel 220 v input, 4 manual call point, 4 heat detector, 4 smoke detector, 4 alarm bell 24 volts (Cooper brand or its equivalent)	Cooper	1 unit	63,000.00	63,000.00
4.	FDAS, 2 zones panel 220 v input, 4 manual call point, 4 heat detector, 4 smoke detector, 4 alarm bell 24 volts (ARROW brand or its equivalent)	Arrow	1 unit	58,000.00	58,000.00
5.	FDAS, 2 zones panel 220 v input, 4 manual call point, 4 heat detector, 4 smoke detector, 4 alarm bell 24 volts (Asenware brand or its equivalent)	Asenware	1 unit	52,000.00	52,000.00
	Delivery Period: 30 days				
	Warranty Period: 1 year				
	***** Nothing Follows *****				
	For electrical laboratory purposes				
	Requested by: Rey G. Gariando				
	TOTAL BID AMOUNT				Php 291,400.00

ARTICLE III
(Completion Time)

The **SUPPLIER** shall perform its obligation as specified in the Agreement within **Thirty (30) Calendar Days** which will commence within ten (10) days upon receipt of the Notice to Proceed.

ARTICLE IV
(Contract Amount)

In consideration for the sum of **TWO HUNDRED NINETY ONE THOUSAND FOUR HUNDRED PESOS ONLY (PHP 291,400.00)**, or such other sums as may be ascertained, the **SUPPLIER** agrees to the **PROCUREMENT OF ELECTRICAL LABORATORY EQUIPMENT – EPA** 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
(Contractor's Warranty of Works)

The **SUPPLIER** guarantees that all materials it will supply under the Agreement are brand new, free from defects, and strictly in accordance with the Technical Specifications. The provisions 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 arise between the Parties in connection with the implementation of the Agreement shall be settled in accordance with Rule XVIII (Settlements of Disputes) under the 2016 RIRR of RA 9184.

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.

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

By:


RAMON N. EMMANUEL, JR., PhD
Campus Administrator


GEMS ELECTRONICS

By:


LEA LEABAN
Authorized Representative

WITNESSED BY:


REY G. GARIANDO
Assistant Professor I


MARIA LUISA N. EIMAN
Head, Administrative and Finance Services

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

ACKNOWLEDGMENT

BEFORE ME, this _____ day of MAR 06 2025, in ILOILO CITY,
personally appeared the following persons who exhibited their identification cards to establish their
identities, to wit:

	Government ID	Place Issued	Date Issued
1 RAMON N. EMMANUEL, JR., PhD	ISAT U ID No 940606-022-F	Miagao Campus	August 5, 2023
2 LEA LEABAN	National ID 2015-6416-3482-7153	PSA, Iloilo	

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

The instrument, which refers to a **Contract of Agreement (Procurement of Electrical Laboratory Equipment – EPA)** consists of four (4) pages including the page on which
acknowledgement 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.

ATTY. IGMEUDIO S. PRAJO JR.
NOTARY PUBLIC FOR THE CITY AND PROVINCE
OF ILOILO UNTIL DECEMBER 31, 2025
IBPN NO. 492367, 1/2/2025, PASIG CITY
PTR NO. 8795939, 1/2/2025, ILOILO CITY,
NOT. REG. NO. 14, ROLL NO. 21533
MCLE VIII UNTIL 4/14/2028, NO. 0013684
TIN 117-355-747
MEZZANINE FLOOR RED PLAZA BUILDING
IN BASA ST., ILOILO CITY 6100

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