

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

NEW ILOILO IZEEM COMMERCIAL SUMMIT INC., with office address at Mabini St., Iloilo City, Philippines, herein represented by its Authorized Representative, **MS. MARY GLOW DIDELES**, (hereinafter referred to as the "**SUPPLIER**");

WHEREAS, ISAT U has programmed the **PROCUREMENT OF JANITORIAL SUPPLIES (FUND 101) - EPA** with Project Reference No.: ISAT U MC-GOODS-2025-01-02;

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 19, 2024 to December 6, 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 **SIX HUNDRED NINETY ONE THOUSAND SIX HUNDRED ELEVEN PESOS AND FIFTY CENTAVOS ONLY (Php 691,611.50)**, inclusive of applicable taxes, as indicated in Purchase Request No. PB 2025-002.

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*

MARY GLOW DIDELES
Authorized Representative

RAMON N. EMMANUEL, JR., PhD
Campus Administrator

MARIA EUSA N. EIMAN
Head, Administrative and Finance Services

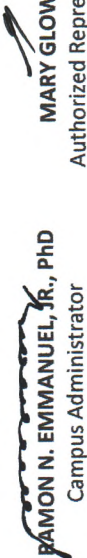
JENNELYN B. COMISO
Administrative Officer II

ARTICLE II
(Technical Specifications)

Item No.	Description	Brand	Qty/ Unit	Unit Cost	Total
1.	Air Freshener, 320ml, spray type, assorted scent	Glade	72 btls	237.00	17,064.00
2.	Air Freshener, 180g, scented gel, assorted scent	Glade	59 cans	178.00	10,502.00
3.	Air Freshener, car freshener, gel, 70g, assorted scent	Glade	6 cans	206.00	1,236.00
4.	Air Freshener, air freshener odor/neutralizing gel crystals		5 pcs	119.00	595.00
5.	Air Freshener, 10ml, premium hanging diffuser/car air freshener, assorted scent		20 btls	242.00	4,840.00
6.	Alcohol, 70% ethyl alcohol with moisturizer in gallon	Softcare	40 gals	330.00	13,200.00
7.	Bag, sando bag, large, white, good quality	Torino	1 pck	200.00	200.00
8.	Bag, sando bag, medium, white, good quality	Torino	1 pck	145.00	145.00
9.	Bleach, 1 gallon, 6in1 total clean bleach	Zonrox	11 gals	164.00	1,804.00
10.	Broom, coco broom, sticks/midribs		100 bundles	43.00	4,300.00
11.	Broom, soft, heavy duty firm and durable	Baguio	23 pcs	178.00	4,094.00
12.	Brush, wooden scrub brush		1 pc	57.00	57.00
13.	Brush, laundry brush, good quality, multipurpose plastic brush		11 pcs	32.00	352.00
14.	Cleaning Rags, cloth		24 pcs	14.00	336.00
15.	Container, water container, 168L capacity, durable		2 pcs	1,313.00	2,626.00
16.	Deodorizer, bathroom deodorizer, 50g, 3pcs/pck, assorted scent	Albatross	52 pcks	120.00	6,240.00
17.	Deodorizer, bathroom deodorizer, with holder, lemon scent, 100g	Albatross	9 pcks	80.00	720.00
18.	Detergent, detergent wash soap powder with fabcon 1 kilo	Surf	53 pcks	125.00	6,625.00
19.	Detergent, liquid detergent, 1 liter	Surf	16 btls	242.00	3,872.00
20.	Dishwashing Liquid, 250ml, superior foaming power with antibacterial, assorted scent	Smart	57 btls	55.00	3,135.00
21.	Dishwashing Sponge, high density dipped double sided dishwashing sponge, hand size	Scotch Brite	38 pcs	43.00	1,634.00
22.	Disinfectant, multi-purpose with antibacterial	Domex	12 gals	385.00	4,620.00
23.	Disinfectant, disinfectant spray, 510g, assorted scent	Lysol	80 btls	596.00	47,680.00
24.	Doormat, braided, cloth		30 pcs	47.00	1,410.00
25.	Doormat, microfiber absorbent non-slip doormat		10 pcs	232.00	2,320.00
26.	Doormat, plain rubber doormat, dust proof, good quality		2 pcs	323.00	646.00



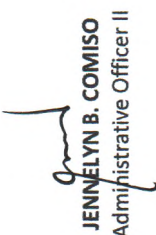
MARY GLOW DIDELES
Authorized Representative



RAMON N. EMMANUEL, JR., PhD
Campus Administrator



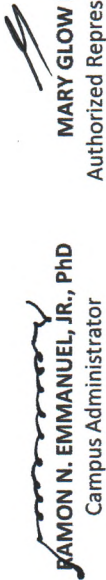
MARIA LUISA N. EIMAN
Head, Administrative and Finance Services



JENNELYN B. COMISO
Administrative Officer II



MARY GLOW DIDELES
Authorized Representative



RAMON N. EMMANUEL, JR., PhD
Campus Administrator



MARIA LUISA N. EIMAN
Head, Administrative and Finance Services



JENNELYN B. COMISO
Administrative Officer II

27.	Dust Pan, big, plastic w/ long handle		13 pcs	58.00	754.00
28.	Fabric Conditioner, 1L, laundry fabric conditioner with perfume hypoallergenic	Downy	64 btls	284.00	18,176.00
29.	Feather Duster, microfiber feather duster		8 pcs	124.00	992.00
30.	Floor Wax, 900gsm, red paste	Star Wax	55 cans	278.00	15,290.00
31.	Furniture Polisher, 330ml, spray, assorted scent	Splenda	20 btls	332.00	6,640.00
32.	Garbage Bag, XXL 100 pcs/pack, black, thick	Royal Jade	26 pcks	556.00	14,456.00
33.	Garbage Bag, large white/transparent 100/pack, thick	Royal Jade	30 pcks	198.00	5,940.00
34.	Garbage Bag, medium 100pcs/pack, black, thick	Royal Jade	24 pcks	245.00	5,880.00
35.	Garbage Bin, 11 liter, garbage bin, plastic with cover, good quality		2 pcs	150.00	300.00
36.	Garbage Bin, 25liter, garbage bin, plastic with cover, good quality		30 pcs	200.00	6,000.00
37.	Garbage Bin, 120L, with wheels and foot pedal, black & green		20 pcs	2,157.00	43,140.00
38.	Glass Cleaner, assorted scent, regular, 500ml	Mr. Muscle	10 btls	176.00	1,760.00
39.	Glass wiper, good quality		12 pcs	400.00	4,800.00
40.	Gloves, industrial gloves	Anzel	16 pair	67.00	1,072.00
41.	Gloves, working gloves		4 pairs	73.00	292.00
42.	Gloves, rubber, working gloves	Anzel	28 pairs	67.00	1,876.00
43.	Gloves, disposable nitrile gloves/surgical powder free gloves latex		2 bxs	534.00	1,068.00
44.	Hand Sanitizer, gel type 500ml, with dispenser	Greencross	46 btls	139.00	6,394.00
45.	Hand Towel, assorted colors, good quality	Good Morning	50 pcs	19.00	950.00
46.	Hose, water hose 3lyr 5/8 15m		3 sets	1,744.00	5,232.00
47.	Insect Spray, waterbased multi insect killer aerosol spray, 600ml	Kwik	58 btls	372.00	21,576.00
48.	Insect Spray, termite aerosol spray	Baygon	2 btls	493.00	986.00
49.	Mop, 360 floor spin mop with rinse bucket	Infinity	9 sets	800.00	7,200.00
50.	Mop, floor mop w/ cotton head and plastic handle		23 pcs	423.00	9,729.00
51.	Pail, plastic, good quality, 12 liters		6 pcs	169.00	1,014.00
52.	Pail, plastic, with cover and comfort grip handle, 16 liters, premium quality		12 pcs	275.00	3,300.00
53.	Raincoat, with upper jacket and lower parts	#180	12 sets	350.00	4,200.00
54.	Rug, multipurpose rugs "trapo" by 10's		2 pcks	150.00	300.00
55.	Sacks, empty sacks, big		300 pcs	32.00	9,600.00

56.	Silica Gel, non-toxic moisture absorber desiccant, 2 grams, 50 packets/pack		10 pcks	162.00	1,620.00
57.	Soap, liquid hand soap with dispenser, assorted scent, 375ml		45 btls	124.00	5,580.00
58.	Soap, white, germ protection soap family size, 135g	Safeguard	26 pcs	65.00	1,690.00
59.	Spray Bottle, transparent plastic made, jet sprayer, 500ml		1 pc	82.00	82.00
60.	Squeegee, window squeegee cleaner, up to 75cm		1 pc	244.00	244.00
61.	Tissue Paper, folded tissue paper, 175 pulls	Femme	52 pcks	59.00	3,068.00
62.	Tissue Paper, 3 ply, 600 sheets/roll	Sanicare	324 rolls	28.00	9,072.00
63.	Tissue Paper, paper towel	Femme	19 rolls	43.00	817.00
64.	Toilet Bowl Cleaner, 1 gallon with bleach	Winrox	34 gals	138.00	4,692.00
65.	Toilet Brush, floor scrub brush, long handle		8 pcs	217.00	1,736.00
66.	Toilet Brush, soft bristle fibers, with brush holder, easy to store		19 pcs	106.00	2,014.00
67.	Toilet Cleaner, muriatic acid, industrial grade, hydrochloric acid, concentrated, 1 liter	Gleam	28 btls	107.00	2,996.00
68.	Toilet Pump, rubber, heavy duty		1 pc	106.00	106.00
69.	Vacuum Cleaner, portable handheld vacuum cleaner household silent vacuum/cleaner strong suction		1 unit	3,750.00	3,750.00
70.	Water Pump, water pump sprayer/hand spray pressure water sprayer, 1.5L		2 sets	275.00	550.00
71.	Wet Wipes, 80 sheets	Sanicare	15 pcks	106.00	1,590.00
<i>Delivery Period: 30 days</i>					
***** Nothing Follows *****					
For official use in daily operation of different offices					
Requested by: Jennelyn B. Comiso					
TOTAL BID AMOUNT				Php 378,777.00	

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 **THREE HUNDRED SEVENTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY SEVEN PESOS ONLY (PHP 378,777.00)**, or such other sums as may be ascertained, the **SUPPLIER** agrees to the **PROCUREMENT OF JANITORIAL SUPPLIES (FUND 101) – 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.

MARY GLOW DIDELES
Authorized Representative

RAMON N. EMMANUEL, JR., PhD
Campus Administrator

MARIA LUISA N. EIMAN
Head, Administrative and Finance Services

JENNELYN B. COMISO
Administrative Officer II

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


**NEW ILOILO IZEEM COMMERCIAL
SUMMIT INC.**


By:


MARY GLOW DIDELES
Authorized Representative

WITNESSED BY:


JENNELYN B. COMISO
Administrative Officer II


MARIA LUISA N. EIMAN
Head, Administrative and Finance Services



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

ACKNOWLEDGMENT**ILOILO CITY**

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

	<i>Government ID</i>	<i>Place Issued</i>	<i>Date Issued</i>
1 RAMON N. EMMANUEL, JR., PhD	ISAT U ID No 940606-022-F	Miagao Campus	August 5, 2023
2 MARY GLOW DIDELES	TIN <u>395-768-052</u>	<u>Iloilo City</u>	<u>June 11, 2021</u>

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 Janitorial Supplies (Fund 101) – EPA)** consists of seven (7) 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. IGMEPIO S. PRADO JR.
NOTARY PUBLIC FOR THE CITY AND PROVINCE
OF ILOILO UNTIL DECEMBER 31, 2025
IBP NO. 492367, 1/2/2025, PASIG CITY
PTR NO. 8795939, 1/2/2025, ILOILO CITY,
NOT. REG. NO. 14, ROLL NO. 25533
MCLE VIII UNTIL 4/14/2028, NO. 0013684
TIN 117-355-747
MEZZANINE FLOOR RED PLAZA BUILDING
M RACA ST, ILOILO CITY (033) 326-7644

Doc No. 191 :
Page No. 40 :
Book No. XXXII :
Series of _____ :