

CONTRACT AGREEMENT

THIS AGREEMENT, made and execute this MAR 11 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 Burgos Street, La Paz, Iloilo City, Philippines, represented herein by its SUC President III, **DR. GABRIEL M. SALISTRE, JR.**, (hereinafter referred to as the **"ISAT U"**);

and

SIBALOM GLASS ALUMINUM CONSTRUCTION SUPPLY AND SERVICES with office address at Tradetown, Funda-Dalipe, San Jose, Antique, Philippines, herein represented by its Owner, **MR. GERSHON O. MENA**, (hereinafter referred to as the **"CONTRACTOR"**);

WITNESSETH: THAT –

WHEREAS, ISAT U has programmed the **REPAIR AND RENOVATION OF VARIOUS BUILDINGS (BUILDING D, E, F AND DENTAL CLINIC WINDOWS, SCIENCE CHEMICAL STORAGE, MIS OFFICE AND EXTERNAL AFFAIRS)** (hereinafter referred to as the **"WORKS"**) located at ISAT U Miagao Campus, Igtuba, Miagao, Iloilo;

WHEREAS, ISAT U, through it 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 December 5, 2024 to December 24, 2024 for the WORKS 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 **TWO MILLION THREE HUNDRED THOUSAND PESOS ONLY (Php 2,300,000.00)**, inclusive of applicable taxes, as indicated in Job Request No. PB 2025-009.

WHEREAS, the Pre-Bid Conference was held on December 12, 2024;

WHEREAS, the schedule of the Opening of Bids was on December 27, 2024;

WHEREAS, Sibalom Glass Aluminum Construction Supply and Services, and A Maquiling Construction and Supply submitted their bid;

WHEREAS, in the preliminary examination of the bid, the price proposal of the **CONTRACTOR** in the amount of **TWO MILLION TWENTY TWO THOUSAND ONE HUNDRED SEVENTY TWO PESOS AND NINETY SIX CENTAVOS ONLY (PHP 2,022,172.96)** was found to be within the ABC and was declared the Single Calculated and Responsive Bid (SCRB);

WHEREAS, based on the TWG Evaluation Report submitted and represented to the BAC on January 13, 2025, the **CONTRACTOR** was found to be compliant;

WHEREAS, in BAC Resolution No. 010 s. 2025 dated January 23, 2025, the BAC recommended to the Head of the Procuring Entity (HOPE) thru the University President to award the contract to the **CONTRACTOR**;

WHEREAS, on February 4, 2025, the University President 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
(Program of Works)

Project Title: **REPAIR AND RENOVATION OF VARIOUS BUILDINGS (BUILDING D, E, F AND DENTAL CLINIC WINDOWS, SCIENCE CHEMICAL STORAGE, MIS OFFICE AND EXTERNAL AFFAIRS)**
 Location: **ISAT U Miagao Campus, Igtuba, Miagao, Iloilo**
 ABC: **Php 2,300,000.00**

Construction of Hostel Extension

Project Description		Implementation Mode			Lump Sum Contract	
Renovation of Building D1, D2, E , F and Dental Clinic Windows, Repair and Renovation of Science Chemical Storage, Tiling of MIS Office and Installation of External Affairs Glass Partition as per plan and specifications as described in the scope of works		Contract Duration:			75 Calendar Days	
		Technical Personnel Needed			Architect, Project Engineer, Foreman	
Item No.	SCOPE OF WORK	% WT	QTY	UNIT	UNIT COST	AMOUNT
I	GENERAL REQUIREMENTS. Includes TEMPORARY FACILITIES (Electricity/ water Utilities/Bunk House and Site Enclosure), Professional Fees, Processing of Permits, As Built Plans (Professional Fees for seven (7) sets of complete plans (signed & sealed)), Building & Occupancy Permit forms & Construction Specifications (signed & sealed), Completion/ Testing/ Commissioning /Final Inspection and project Acceptance Certification (Signed and Seal), Processing of Building and Occupancy Permit including Fire Safety Evaluation Certification (FSEC) and Fire Safety Inspection Certification (FSIC) (inc penalties), Seven (7) sets of As Built Plans & Project Construction Signages and Occupational Safety & Health Provision.	7.67%	1	lot	155,072.53	155,072.53

II	SITE WORK. Includes site clearing, grubbing and lay-out as per plan details and specifications.	1.30%	1	lot	26,283.48	26,283.48
III	DEMOLITION WORKS. Includes Demolition and hauling of all windows of Building D1, D2, E and F to be replaced and demolition of Science Chemical Storage Roof slab, concrete canopy and part of beam to be repaired as per plan details and specifications.	1.16%	1	lot	23,426.58	23,426.58
IV	RENOVATION OF BUILDING D1, D2, E, F AND DENTAL OFFICE WINDOWS. Includes fabrication and installation of windows with grills as per plan details and specifications.	77.95%	1	lot	1,576,279.44	1,576,279.44
V	RENOVATION OF SCIENCE CHEMICAL STORAGE. Includes fabrication and installation of steel roof framing, thermal protection, ceiling, masonry works, finishing, painting and replacement of electrical lighting as per plan details and specifications.	9.32%	1	lot	188,372.56	188,372.56
VI	TILING OF MIS OFFICE. Includes supply and installation of floor tiles as per plan details and specifications.	1.32%	1	lot	26,683.45	26,683.45
VII	EXTERNAL AFFAIRS OFFICE GLASS WALL DIVISION. Includes supply and installation glass wall partition with double swing door and 2 transaction windows as per plan details and specifications.	1.29%	1	lot	26,054.93	26,054.93
Total Project Cost		100%			879,041.81	2,022,172.96
Breakdown of Project Cost						
Direct Cost		Total Material Cost				1,202,703.06
		Total Labor Cost				372,198.00
		Total Direct Cost				1,574,901.06
Indirect Cost		Overhead, Taxes and Profit				314,980.21
		VAT				132,291.69
Total Project Cost						2,022,172.96

ARTICLE III (Completion Time)

The **CONTRACTOR** shall perform and complete all the works specified in the Agreement within **One Hundred Five (105) Calendar Days** which will commence within ten (10) days upon 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**, at its own expense, shall 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 inferior quality or violation of the terms and conditions of this Agreement. 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 Agreement, 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 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 **CONTRACTOR** under this Agreement and/or collect such 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 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 **CONTRACTOR** shall facilitate this Agreement's notarization and bear its cost.


GERSON O. MENA
Owner


GERSON O. MENA
Owner


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


RAMON N. EMMANUEL, JR., PhD
Campus Administrator


MARIA LUISA N. EIMAN
Head, Administrative and Finance Services

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:



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

**SIBALOM GLASS ALUMINUM
CONSTRUCTION SUPPLY AND SERVICES**

By:


GERSHON O. MENA
Owner

WITNESSED BY:


RAMON N. EMMANUEL, JR., PhD
Campus Administrator, ISAT U MC


JEAN GABRIEL L. SANIANA


MARIA LUISA N. EIMAN
Head, Administrative and Finance Services

REPUBLIC OF THE PHILIPPINES:
CITY OF ILOILO : S.S
X-----**SAN JOSE DE BUENAVISTA**
PROVINCE OF ANTIQUE X

ACKNOWLEDGMENT

BEFORE ME, this _____ day of MAR 11 2025, in **SAN JOSE DE BUENAVISTA**
PROVINCE OF ANTIQUE 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 GERSHON O. MENA	<u>PRC No. 0097775</u>	<u>PRC Iloilo</u>	<u>8/04/1983</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 (Repair and Renovation of Various Buildings (Building D, E, F and Dental Clinic Windows, Science Chemical Storage, MIS Office and External Affairs))** consists of six (6) 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.

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

ATTY. ARTHUR M. CUEVAS, JR.
NOTARY PUBLIC
PROVINCE OF ANTIQUE
COMM. REG. NO. 2023-16(2024-2025)
VALID UNTIL DECEMBER 31, 2025
RM. 3-A 2ND FLOOR, D. E. & T BLDG.
VILLAVERTE ST. SAN JOSE, ANTIQUE, PHILIPPINES
ATTORNEY'S ROLL NO. 42611
IBP NO. 473535; CY 2025; 10/29/2024; PASIG CITY
PTR NO. 3796739; 01/02/2025; SAN JOSE, ANTIQUE
MCLE COMPLIANCE NO. VIII-0003593; ISSUED AUGUST 30, 2023
VALID UNTIL APRIL 14, 2028

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