

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 **CONSTRUCTION AND REPAIR OF VARIOUS BUILDINGS** (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 **ONE MILLION THREE HUNDRED TWENTY TWO THOUSAND SEVEN HUNDRED SIXTY EIGHT PESOS ONLY (Php 1,322,768.00)**, inclusive of applicable taxes, as indicated in Job Request No. PB 2024-020.

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, Makenzi Construction and Supply, 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 **ONE MILLION ONE HUNDRED SIXTY SEVEN THOUSAND ONE HUNDRED NINETY SIX PESOS AND FORTY FIVE CENTAVOS ONLY (PHP 1,167,196.45)** was found to be within the ABC and was declared the Lowest Calculated and Responsive Bid (LCRB);

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. 009 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: **CONSTRUCTION AND REPAIR OF VARIOUS BUILDINGS**
Location: **ISAT U Miagao Campus, Igtuba, Miagao, Iloilo**
ABC: **Php 1,322,768.00**

Project Description		Implementation Mode			Lump Sum Contract	
Construction and Repair of Various Buildings as per plan and specifications as described in the scope of works		Contract Duration:			120 Calendar Days	
		Technical Personnel Needed			Architect, Project Engineer, Foreman	
Item No.	SCOPE OF WORK	% WT	QTY	UNIT	UNIT COST	AMOUNT
I	CONSTRUCTION OF HOSTEL EXTENSION Construction of Hostel Extension includes General requirements, site works, concrete works, formworks and scaffolding, roofing, roof framing, walling, steel columns, doors, painting works, plumbing and electrical as per plan details and specifications.	75.31%	1	lot	879,041.81	879,041.81
II	REPAIR OF SCIENCE LABORATORIES AND RESEARCH SERVICES DEPARTMENT Repair of Science Laboratories and Research Services Department includes general requirements, site works, repair of under counter cabinet, ceiling and wall partition, file cabinet extension and transfer of existing open shelves, painting works and electrical works as per plan details and specifications.	24.69%	1	lot	288,154.64	288,154.64
Total Project Cost		100%				1,167,196.45
Breakdown of Project Cost						
Direct Cost		Total Material Cost				594,706.50
		Total Labor Cost				314,325.00
		Total Direct Cost				909,031.50
Indirect Cost		Overhead, Taxes and Profit				181,806.30
		VAT				76,358.65
Total Project Cost						1,167,196.45

Construction of Hostel Extension

Project Description		Implementation Mode			Lump Sum Contract	
Construction of Hostel Extension 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 and Testing of Materials (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), Testing of materials, Seven (7) sets of As Built Plans & Project Construction Signages and Occupational Safety & Health Provision.	11.99%	1	lot	105,390.72	105,390.72
II	SITE WORK. Includes Demolition and hauling of existing structure, clearing, grubbing & lay-out, excavation, gravel base, Filling and compaction (FDT required), Soil Treatment (by certified Pest Controller) as per plan details and specifications.	3.21%	1	lot	28,254.42	28,254.42
III	CONCRETE WORKS. Includes concreting of foundation, pedestal columns, tie beam and slab as per plan details and specifications.	17.69%	1	lot	155,543.76	155,543.76
IV	FORM WORKS AND SCAFFOLDING. Includes fabrication and installation form works and scaffoldings as per plan details and specifications.	4.17%	1	lot	36,632.52	36,632.52
V	ROOFING. Includes installation of roofing as per plan details and specifications.	7.14%	1	lot	62,806.86	62,806.86
VI	ROOF FRAMING. Includes fabrication and installation of steel roof framing and epoxy primer finish as per plan details and specifications.	13.86%	1	lot	121,800.24	121,800.24
VII	WALLING. 0.5mm thck Pre painted twin rib type long span roofing 1.0 e.c., and accessories as per plan details and specifications.	10.95%	1	lot	96,249.92	96,249.92
VIII	STEEL COLUMN (Fillet weld on plate). Includes installation of steel column on concrete pedestal as per plan details and specifications.	6.95%	1	lot	61,131.24	61,131.24


 GERSHON Q. MENA
 Owner


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


 RAMON N. EMMANUEL, JR., PhD
 Campus Administrator


 MARIA LUISA N. EIMAN
 Head, Administrative and Finance Services

IX	Doors Includes installation of 2 units 2.1m x 1.6m double steel door made of tubular, Round Bar & Mini Rib with steel jamb and w/complete accessories. Includes installation of 1 unit 2.1m x 0.8m swing solid wood panel door with jamb and with complete accessories.	5.43%	1	lot	47,726.28	47,726.28
X	MASONRY WORKS (including repair of damaged flooring during chipping works). Includes all masonry works, chb laying and finishes as per plan details and specifications.	5.76%	1	lot	50,632.61	50,632.61
XI	PAINTING. Includes painting of steel and concrete wall (interior and exterior) as per plan details and specifications.	2.84%	1	lot	24,960.96	24,960.96
XII	PLUMBING WORKS. Includes installation of sanitary and waterline system as per plan details and specifications	2.40%	1	lot	21,118.59	21,118.59
XIII	ELECTRICAL (panel board place at the existing power room). Installation of electrical wirings run through conduits and utility boxes to include power and lighting outlets with electrical fixtures and accessories, panel boards and service entrance ready to be energized as per plan details and specifications.	7.60%	1	lot	66,793.68	66,793.68
Total Project Cost		100%				879,041.81
Breakdown of Project Cost						
Direct Cost					Total Material Cost	482,382.00
					Total Labor Cost	202,230.00
					Total Direct Cost	684,612.00
Indirect Cost					Overhead, Taxes and Profit	136,922.40
					VAT	47,507.41
Total Project Cost						879,041.81

Repair of Science Laboratories and Research Services Department

Project Description		Implementation Mode			Lump Sum Contract	
Repair of 1 Unit Under Counter Cabinet and Repainting of Room F1, F2 & F3 and Research Services Department Ceiling, Partition, Cabinet, Repainting of wall & electrical as per plan and specifications as described in the scope of works		Contract Duration:			45 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 and Testing of Materials (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	24.34%	1	lot	105,390.72	105,390.72

	Evaluation Certification (FSEC) and Fire Safety Inspection Certification (FSIC) (inc penalties), Testing of materials, Seven (7) sets of As Built Plans & Project Construction Signages and Occupational Safety & Health Provision.					
II	REPAIR AND RENOVATION OF SCIENCE LABORATORIES					
A	SITE WORK. Includes clearing, grubbing & lay-out and minor demolition as per plan details and specifications.	2.09%	1	lot	6,009.12	6,009.12
B	Repair of 1 Unit Under Counter Cabinet (Including painting works) and Repainting of 4 units Existing Cabinet. Works includes repair of under counter wood cabinet with hydraulic concealed hinges and docu paint finish as of all works per plan and specification.	13.84%	1	lot	39,868.2	39,868.2
C	PAINTING WORKS (Includes Ceiling & Interior Walls). Includes paintings of concrete walls of room F1, F2 and F3 (interior and ceiling) as per plan details and specifications.	7.09%	1	lot	20,419.45	20,419.45
III	REPAIR AND RENOVATION OF SCIENCE LABORATORIES					
A	SITE WORKS. Includes clearing, grubbing & lay-out and minor demolition as per plan details and specifications.	4.97%	1	lot	14,329.44	14,329.44
B	CEILING AND WALL PARTITION. Works includes supply and installation of ceiling and wall partition as per plan, details and specification.	24.68%	1	lot	71,109.85	71,109.85
C	FILE CABINET EXTENSION AND TRANSFER OF EXISTING OPEN SHELVES. Works includes installation of file cabinet extension and transfer of existing open shelves as per plan, details and specification.	6.54%	1	lot	18,836.28	18,836.28
D	PAINTING WORKS (Ceiling (including existing ceiling and 2 units open shelves duco finish) & all concrete and dry Interior walls including CR). Includes paintings of Ceiling (including existing ceiling and 2 units open shelves duco finish) & all concrete and dry Interior walls including CR as per plan details and specifications.	6.09%	1	lot	17,553.56	17,553.56
E	ELECTRICAL WOKS. Installation of electrical wirings run through conduits and utility boxes to include lighting outlets with electrical fixtures and accessories ready to be energized as per plan details and specifications.	10.37%	1	lot	29,883.82	29,883.82
Total Project Cost		100%			879,041.81	288,154.64
Breakdown of Project Cost						
Direct Cost		Total Material Cost				112,324.50
		Total Labor Cost				112,095.00
		Total Direct Cost				224,419.50
Indirect Cost		Overhead, Taxes and Profit				44,883.90
		VAT				18,851.24
Total Project Cost						288,154.64

ARTICLE III (Completion Time)

The **CONTRACTOR** shall perform and complete all the works specified in the Agreement within **One Hundred Twenty (120) 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.

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)**

**SIBALOM GLASS ALUMINUM
CONSTRUCTION SUPPLY AND SERVICES**

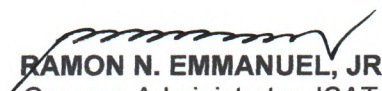
By:

By:



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


GERSHON O. MENA
Owner

WITNESSED BY:


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


JEAN MARIE 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:

	<i>Government ID</i>	<i>Place Issued</i>	<i>Date Issued</i>
1 DR. GABRIEL M. SALISTRE, JR.	ISAT U ID No 04-0232	Iloilo City	August 5, 2023
2 GERSHON O. MENA	<u>PRC No. 0091225</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 (Construction and Repair of Various Buildings)** consists of eight (8) 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. 023-16(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; 01/22/2025; SAN JOSE, ANTIQUE
 MCLE COMPLIANCE NO. VIII-0043593; ISSUED AUGUST 30, 2023
 VALID UNTIL APRIL 14, 2028

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