

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THIS AGREEMENT, made and executed this JUL 28 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

PROGRESS HOME & OFFICE FURNISHINGS, with office address at #10 Lopez Jaena St., Lapaz, Iloilo City, Philippines, herein represented by its Authorized Representative, **MR. WILMAR L. LIRASAN**, (hereinafter referred to as the “**SUPPLIER**”);

WHEREAS, ISAT U has programmed the **PROCUREMENT OF VARIOUS FURNITURE FOR DIFFERENT OFFICES AND DEPARTMENT** with Project Reference No.: ISAT U MC-GOODS-2025-04-15;

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 April 17, 2025 to April 25, 2025 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 NINETY THREE THOUSAND ONE HUNDRED NINETY FIVE PESOS ONLY (Php 1,093,195.00)**, inclusive of applicable taxes, as indicated in Purchase Request No. PB 2025-015.

WHEREAS, on June 9, 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
- g. RA 12009 and its IRR

ARTICLE II
(Technical Specifications)

Item No.	Description	Brand	Qty/ Unit	Unit Cost	Total
1.	Blinds, basic combination blinds, 100% polyester materials, korean blinds, 91.5 sq. ft. * Dimensions * W122 x H170cm (4 sets)	Crown Royale	1 lot	21,045.00	21,045.00
2.	Blinds, combination blinds, mirage black out, 100% polyester, korean blinds, black out and fire resistant, optional color, 87.5sq. ft. Dimensions: * W126 x H210cm (1 set) * W124 x H210cm (2 sets)	Crown Royale	1 lot	34,562.50	34,562.50
3.	Blinds, combination blinds, mirage black out, 100% polyester, korean blinds, black out and fire resistant, optional color, 89.5sq. ft. Dimensions: * W129 x H210cm (1 set) * W130 x H210cm (1 set) * W127 x H210cm (1 set)	Crown Royale	1 lot	35,352.50	35,352.50
4.	Cabinet, filing cabinet, 2 drawers with centralized lock, powder coated metal frame in Gauge 22 GI sheet, with divider and name plate holder, W46 x D62 X H70cm, gray color	LJF	2 units	6,500.00	13,000.00
5.	Cabinet, lateral filing cabinet, 3 drawers with centralized lock, with metal divider, Gauge 22 GI Sheet in powder coated finish, W90 X D45 X H106cm, gray color	LJF	2 units	11,800.00	23,600.00
6.	Cabinet, multipurpose cabinet, D450, with swing metal door with lock and keys, 5 layer cabinet with 4 adjustable shelves, gauge 22 GI sheet in powder coated finish, dim: W90 x D45 x H185cm, gray color	LJF	14 units	12,500.00	175,000.00
7.	Cabinet, multipurpose cabinet, D450, with sliding glass door with lock and keys, 6 layer with 5 adjustable shelves, gauge 22 Gi sheet in powder coated finish, W90 x D45 x H185cm, gray color	LJF	1 unit	13,500.00	13,500.00
8.	Cabinet, steel cabinets with 4 filing drawers, with centralized lock, gauge 22 GI sheet in powder coated finish, with roller/caster	LJF	2 units	12,500.00	25,000.00
9.	Chair, executive chair, high back, black cow leather L01 in black & seat with matching PVC, soft foam back & seat, knee tilt with 4 locking position, fixed chromed arms with soft Pu pads, chromed steel base	UE	1 unit	22,500.00	22,500.00
10.	Chair, executive chair, high back, PU pad and Angle adjustable armrest, 350mm size chrome base, multi-position locking mechanism, 175 degrees tilt, footrest support, nylon castor, seat injection foam, black color	BY	7 units	9,950.00	69,650.00
11.	Chair, guest chair, without armrest, sled type guest chair with chrome coated metal frame, high density foam seatrest and backrest with leatherette upholstery, black color	BET	2 units	2,100.00	4,200.00
12.	Chair, office chair, mesh back, fabric black seat, swivel, PP adjusted arm and back, tilt, 300mm chrome leg class 2 gas lift, 58cm arms width, 49cm seat depth, black color	LIFE	3 units	4,500.00	13,500.00
13.	Chair, visitor chair, 4 seater gang chair with backrest, full stainless steel	SMI	2 units	16,800.00	33,600.00

14.	Mobile Compactor, 8 bays with 2 bays depth with 5 adjustable shelves each bay, with steering wheel with lock and keys, powder coated metal frame, dim: H2215 x D1830 x L2386 mm., gray color	LJF	1 unit	190,000.00	190,000.00
15.	Partition Panel, Admin. Assistant Workstation 5cm partition panel, full fabric partition panel, with trunking system, with standard PVC gray top and side cover, with slotted black bar for top adjustment, optional color * P12070F Partition Panel, H120 X W70cm (1 unit) * P105150F Partition Panel, H105 X W150cm (2 units) * P10535F Partition Panel, H105 x W35cm (1 unit) * P10570RF Partition Panel, H105 x W70cm (1 unit) Table Tops and Counter Top: melamine top, 30mm thick top woodgrain finish, in dark gray edging, standard gray color * PT-157A Table Top, W150 x D70cm (2 units) * PT-70R Table Top, W1400 X D70cm (1 unit) * PC3-150A Counter Top, W150 X D30cm (2 units) * PC3-35A Counter Top, W35 X D30cm (1 unit) * PC3-90R Counter Top, W1800 X D30cm (1 unit)	GRACE	1 lot	93,499.00	93,499.00
16.	Partition Panel, Campus Administrator Assistant Workstation 5cm partition panel, full fabric partition panel, with trunking system, with standard PVC gray top and side cover, with slotted black bar for top adjustment, optional color * P12070F Partition Panel, H120 X W70cm (2 units) * P105140F Partition Panel, H105 X W140cm (1 unit) * P105120F Partition Panel, H105 X W120cm (1 unit) * P105100F Partition Panel, H105 X W100cm (1 unit) * P10570RF Partition Panel, H105 X W70cm (1 unit) Table Tops and Counter Top: melamine top, 30mm thick top woodgrain finish, in dark gray edging, standard gray color * PT-147A Table Top, W140 X D70cm (1 unit) * PT-127A Table Top, W120 X D70cm (1 unit) * PT-107A Table Top, W100 X D70cm (1 unit) * PT-70R Table Top, W1400 X D70cm (1 unit) * PC3-140A Counter Top, W140 X D30cm (1 unit) * PC3-120A Counter Top, W120 X D30cm (1 unit) * PC3-100A Counter Top, W100 X D30cm (1 unit) * PC3-90R Counter Top, W1800 X D30cm (1 unit)	GRACE	1 lot	99,595.00	99,595.00
17.	Rack, 4 layer with alternate shelves, grey/white color, Dim: 40D x 60W x 182cm H, #22 metal gauge	FMT	3 units	13,500.00	40,500.00



JOHN L. M. CHAN



MR. WILMAR L. LIRASAN
Authorized Representative



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



RAMON N. EMMANUEL, JR., PhD
Campus Administrator



MARIA LUISA N. EIMAN
Head, Administrative and Finance Services

18.	Sofa, 3 seaters without armrest, high density foam with plastic footings, leatherette upholstery, dim: W170 x D72 x H80cm, black color	BR CHUA	1 unit	13,680.00	13,680.00
19.	Table, executive table, with 2 drawer mobile drawer with centralized lock and pull out keyboard, 2 grommets hole with cover, with side cabinet with swing and open door with caster, D shape melamine top in 55mm thick, scratch and chemical resistant, Dim: W160 X D80 X H75 cm., walnut color	MIJ	2 units	21,500.00	43,000.00
20.	Table, folding table, leg fold only, 4ft rectangular table with HDPE top and powder coated metal frame in 1mm dia., W122 x D61 x H72.5cm, white color	LIF	1 unit	2,500.00	2,500.00
21.	Table, L-type table, with 25mm thick melamine top and center, panel without drawers with one grommet hole, with metal frame legs with adjustable footings, scratch and chemical resistant, Dim: W140xD60/120xH75 cm., dark walnut color	YAHE	3 units	8,200.00	24,600.00
22.	Table, office table with fixed drawers, center drawer and 3 side drawer with centralized lock, W120 x D60 x H75cm, black walnut	MIJ	5 units	8,980.00	44,900.00
	Delivery Period: 60 days				
	***** Nothing Follows *****				
	For official use in daily operation				
	Requested by: Jennelyn B. Comiso Dr. Lorie Dee D. Bentula				
	TOTAL BID AMOUNT				Php 1,036,784.00

ARTICLE III
(Completion Time)

The **SUPPLIER** shall perform its obligation as specified in the Agreement within **Sixty (60) 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 **ONE MILLION THIRTY SIX THOUSAND SEVEN HUNDRED EIGHTY FOUR PESOS ONLY (PHP 1,036,784.00)**, or such other sums as may be ascertained, the **SUPPLIER** agrees to the **PROCUREMENT OF VARIOUS FURNITURE FOR DIFFERENT OFFICES AND DEPARTMENT** 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)

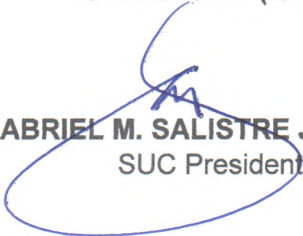
The settlement of disputes or differences of any kind whatsoever that arise between the Parties in connection with the implementation of the Agreement shall be settled in accordance with Rule XVIII (Settlements of Disputes) under the 2016 RIRR of RA 9184.

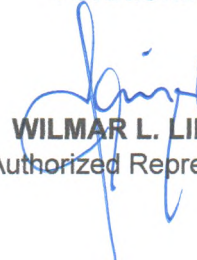
ARTICLE VIII
(Miscellaneous Provisions)

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.

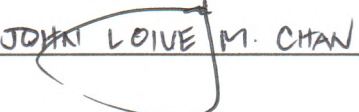
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


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

GABRIEL M. SALISTRE JR., PEE, DIT
SUC President III 7/17/25

**PROGRESS HOME & OFFICE
FURNISHINGS**
By:

WILMAR L. LIRASAN
Authorized Representative

WITNESSED BY:


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


JONKI LOIVE M. CHAN


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 JUL 28 2025, in _____, 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 WILMAR L. LIRASAN	<u>703-10 - 002794</u>	<u>ILOILO CITY</u>	<u>FEB. 06, 2024</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 Various Furniture for Different Offices and Department)** 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.

Doc No. 80 ;
Page No. 18 ;
Book No. 12 ;
Series of 2025

Notary
ATTY. LUZERNINO A. CALMORIN
NOTARY PUBLIC
ROLL NO. 265145-15-78
TIN NO. 128-137-788
PTR NO. 8806976 1-2-2020
ISP NO. 1318 12-20-2024
MCLE COMP. NO. V-0008120
REG. NO. 110
DATE OF COMMISSION 01-07-25 TO 12-30-28
CITY AND PROVINCE OF ILOILO