## CONTRACT AGREEMENT

JUN 27 2025

THIS AGREEMENT, made and executed this

, 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 COMMON-USE SUPPLIES, ICT SUPPLIES AND EQUIPMENT (FUND 163) with Project Reference No.: ISAT U MC-GOODS-2025-04-14;

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 March 20, 2025 to April 7, 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 TWO HUNDRED EIGHTY THREE THOUSAND FOUR HUNDRED FIFTY THREE PESOS & FIFTY CENTAVOS ONLY (Php 283,453.50), inclusive of applicable taxes, as indicated in Purchase Request No. PB-2025-014.

WHEREAS, on June 9, 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.	Ballpen, black, 0.5 mm, 12pcs/box	Flexstick	3 bxs	60.00	180.00
2.	Ballpen, blue, 0.5 mm, 12pcs/box	Flexstick	3 bxs	60.00	180.00
3.	Ballpen, red, 0.5 mm, 12pcs/box	Flexstick	3 bxs	60.00	180.00
4.	Calculator, office calculator, large font, 14 digit, solar and battery	Casio	2 pcs	623.00	1,246.00
5.	Correction, liquid paper correction pen, 10ml	Uni	6 pcs	119.00	714.00
6.	Cork Board, 2ft x 3ft, with aluminum frame		1 pc	756.00	756.00
7.	Cutter, big, heavy duty, 18mm cutter knife	TM	2 pcs	26.00	52.00
8.	Envelope, brown, long, good quality	Kraft	10 pcs	2.00	20.00
9.	Envelope, expandable w/ garter, long, good quality	Phoenix	10 pcs	13.00	130.00
10.	Envelope, expandable, plastic, long, good quality		20 pcs	26.00	520.00
11.	Fastener, paper fastener, plastic, multi-colored	TM	10 pcs	28.00	280.00
12.	Folder, green, long, expanded with tag, good quality		10 pcs	19.00	190.00
13.	Folder, long size, white, 14pts	System	50 pcs	4.00	200.00
14.	Glue, 130gms, multipurpose glue, safe and non-toxic	Elmers	5 btls	48.00	240.00
15.	Paper, bond paper, 8.5 x 13", premium grade, subs 20	iKone/ Hardcopy	10 rms	21.00	210.00
16.	Paper, bond paper, A4, premium grade, subs 20	iKone/ Hardcopy	30 rms	187.00	5,610.00
17.	Paper, bond paper, 8.5 x 11", premium grade, subs 20	iKone/ Hardcopy	50 rms	175.00	8,750.00
18.	Paper, sticker paper, A4, matte, assorted color, 10's		5 pcks	110.00	550.00
19.	Paper Bag, kraft bag, brown with handle, 80gsm, 11" x 6" x 13"		100 pcs	57.00	5,700.00
20.	Paper Bag, kraft bag, brown with handle, 80gsm, 11" x 6" x 16.5"		100 pcs	69.00	6,900.00
21.	Paper Clips, big, assorted color, vinyl coated	TM	10 bxs	19.00	190.00
22.	Paper Clips, regular, assorted colors, vinyl coated	TM	10 bxs	8.00	80.00
23.	Pen, permanent marker, fine, black, good quality	Pilot	1 pc	12.00	12.00
24.	Plastic Bags, clear, polypropylene plastic bag, 0.002 thickness, 9 x 12", 100pcs/pack		12 pcks	94.00	1,128.00
25.	Plastic Bags, sando bag, white, large, 100pc/pack		3 pcks	200.00	600.00
26.	Plastic Bags, sando bag, red stripe, XXL, 50pcs/pack		2 pcks	212.00	424.00

27.	Staple Wire, #35 mm, heavy duty	Prime	3 bxs	37.00	111.00
28.	Tape, double sided with foam, 1", standard length	Polar Bear	3 rolls	106.00	318.00
29.	Tape, masking, 1", standard length	Olympic	5 rolls	13.00	65.00
30.	Tape, packing, 2", standard length	Armak	2 rolls	28.00	56.00
31.	Tape, transparent, 1", standard length	Armak	4 rolls	18.00	72.00
32.	Tape, transparent, 2", standard length	Armak	4 rolls	28.00	112.00
33.	Thumbtacks, 3/8 in, gold, steel, flat-round head shape	Mitsuya	5 bxs	12.00	60.00
34.	Air Freshener, 320ml, spray type, assorted scent	Glade	24 btls	237.00	5,688.00
35.	Alcohol, 70% ethyl alcohol with moisturizer in gallon	Green Cross	11 gals	306.00	3,366.00
36.	Basin, wash/laundry, big, aluminum/ stainless steel, 60cm width		12 pcs	625.00	7,500.00
37.	Broom, soft, heavy duty firm and durable		24 pcs	223.00	5,352.00
38.	Detergent, bar with fabcon, jumbo	Surf	24 bars	14.00	336.00
39.	Detergent, detergent wash soap powder with fabcon 1 kilo	Surf	24 pcks	137.00	3,048.00
40.	Dishwashing Liquid, 250ml, superior foaming power with antibacterial, assorted scent	Smart	24 btls	55.00	1,320.00
41.	Dishwashing Paste, 350g, grease-stripping formula, assorted scent	Axion	24 pcs	52.00	1,248.00
42.	Dishwashing Sponge, high density dipped double sided dishwashing sponge, hand size	Scotch Brite	24 pcs	43.00	1,032.00
43.	Disinfectant, disinfectant spray, 510g, assorted scent		24 btls	634.00	15,216.00
44.	Dust Pan, big, plastic w/ long handle		6 pcs	58.00	348.00
45.	Garbage Bag , XXL, 100pcs/pck, black, thick	Royal Jade	1 pck	556.00	556.00
46.	Garbage Bin, 11 liter, garbage bin, plastic with cover, good quality		6 pcs	200.00	1,200.00
47.	Garbage Bin, 25 liter, garbage bin, plastic with cover, good quality		2 pcs	200.00	400.00
48.	Glass Cleaner, spray type, assorted scent, regular, 500ml	Mr. Muscle	24 btls	176.00	4,224.00
49.	Insect Spray, waterbased multi insect killer aerosol spray 600ml	Kwik	24 btls	373.00	8,952.00
50.	Mop, 360 floor spin mop with rinse bucket, stainless steel mop handle, heavy duty	Infinity	24 sets	1,000.00	24,000.00
51.	Shampoo, sachet, any scent	Palmolive	5 doz	84.00	420.00
52.	Soap, liquid hand soap with dispenser, assorted scent, 375ml	Bubble Queen	6 btls	80.00	480.00
53.	Soap, white, germ protection soap family size, 135g	Safeguard	2 pcs	55.00	110.00
54.	Tissue Paper, 3 ply, 600 sheets/roll	Sanicare	110 rolls	28.00	3,080.00
55.	Tissue Paper, folded tissue paper, 175 pulls	Femme	26 pcks	59.00	1,534.00

	TOTAL B	ID AMOUNT		Php 208,686.00	
	Dr. Melba N. Magote				
	Requested by: Dr. Ria T. Monsale				
	For official use in daily operation				
	***** Nothing Follows *****				
	Delivery Period: 30 days				
	4 outlet or higher, Voltage: 220VAC with Licensed Operating System Pro				
59.	its equivalent, 19.5" or higher LED Monitor, USB keyboard and mouse, 650VA/720VA with		unit	50,000.00	50,000.00
50	Desktop Computer, i5 processor or its equivalent, 16GB Memory, storage: 1TB HDD + 256GB SSD, graphics card: GT 1030 2GB or		1	50,000,00	50 000 00
58.	Printer Ink, genuine Epson refill ink 003, black	Epson	btls	348.00	10,440.00
	good quality and heavy duty		30		
57.	document feeder (ADF), supports long documents, automatic two sided scanning,	Epson	1 unit	16,112.00	16,112.00
	Printer, 3 in 1, colored printer, automatic		9010		
56.	Toilet Cleaner, 3.78L, muriatic acid, hydrochloric acid, concentrated	Gleam	24 gals	287.00	6,888.00

## **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 EIGHT THOUSAND SIX HUNDRED EIGHTY SIX PESOS ONLY (PHP 208,686.00), or such other sums as may be ascertained, the SUPPLIER agrees to the PROCUREMENT OF COMMON-USE SUPPLIES, ICT SUPPLIES AND EQUIPMENT (FUND 163) 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

NEW ILOILO IZEEM COMMERCIAL SUMMIT INC.

By:

MARY GLOW DIDELES
Authorized Representative

DEL XAVIER BARRIOS

WITNESSED BY:

RIA T. MONSALE, DBM-HM

Project Manager

MELBA N. MAGOTE, EdD Head, Office of IIRGP

MARIA LŬISA N. EIMAN

Head, Administrative and Finance Services

REPUBLIC OF THE PHILIPPINES:		
CITY OF ILOILO	:	S.S
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## **ACKNOWLEDGMENT**

•	BEFORE ME, this day ersonally appeared the following persons entities, to wit:	of JUN 272 who exhibited their	identification cards to	o establish their
		Government ID	Place Issued	Date Issued
1	DR. RAMON N. EMMANUEL, JR.	ISAT U ID No 940606-022-F	Miagao Campus	August 5, 2023
2	MARY GLOW DIDELES	TIN 395-768-053	Iloilo City	June 11, 2021

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 Common-Use Supplies, ICT Supplies and Equipment (Fund 163)) 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.

THAT IS A PROPERTY OF NAME OF LOT OF

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