

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THIS AGREEMENT, made and executed this JUL 31 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

**GEMS ELECTRONICS**, with office address at Gems Bldg., Valeria Ext. Street, Iloilo City, Philippines, herein represented by its Authorized Representative, **MS. LEA LEABAN**, (hereinafter referred to as the "**SUPPLIER**");

**WHEREAS, ISAT U** has programmed the **PROCUREMENT OF ELECTRICAL INSTRUCTIONAL SUPPLIES AND MATERIALS** with Project Reference No.: ISAT U MC-GOODS-2025-04-16;

**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 June 3, 2025 to June 23, 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 TWELVE THOUSAND THREE HUNDRED FORTY PESOS ONLY (Php 212,340.00)**, inclusive of applicable taxes, as indicated in Purchase Request No. PB 2025-016.

**WHEREAS**, on July 17, 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*
- g. *RA 12009 and its IRR*

ARTICLE II

(Technical Specifications)

Item No.	Description	Brand	Qty/ Unit	Unit Cost	Total
1.	Electric Motor, induction type, 220 volts, 3 phase, 1/2Hp	HD	1 unit	4,104.80	4,104.80



MERLY JEAN PATRIMONIO

LEA LEABAN  
Authorized Representative

RAMON N. EMMANUEL, JR., PhD  
Campus Administrator

MARIA LUISA N. EIMAN  
Head, Administrative and Finance Services

REY G. GARIANDO  
Assistant Professor I

2.	Electric Motor, induction type, dual voltage, 12 leads outs, 3 phase, 1/2Hp	HD	2 units	5,880.00	11,760.00
3.	Magnetic Contactor, SP21	Shilin	5 units	1,960.00	9,800.00
4.	Enclosure Box, metal enclosure box, 50 x 50 x 20cm, powder coated beige	Arc	2 units	3,141.66	6,283.32
5.	Electrical Wire, TW, no. 12 solid	Unicon	2 bxs	4,331.04	8,662.08
6.	Electrical Wire, TW, no. 14 solid	Unicon	4 bxs	3,332.00	13,328.00
7.	Raceway, cable duct, 1 1/2"	Atlanta	2 pcs	931.84	1,863.68
8.	Relay, thermal overload relay	Anly	10 units	1,736.00	17,360.00
9.	Multi-tester, analog, drop shock proof meter, null (zero center) meter + 5/ + 25 in DC, high resistance up to 200MΩ with low voltage, Protective body cover, Capacitance, dB, Li measurement	Sanwa	5 units	2,553.60	12,768.00
10.	Electrical Pipe, EMT pipe schedule 40, 1/2" dia	Panasonic	15 pcs	496.16	7,442.40
11.	Electrical Pipe, IMC pipe schedule 40, 1/2" dia	Panasonic	15 pcs	496.16	7,442.40
12.	Electrical Pipe, UPVC pipe, 1/2" dia	Poly	20 pcs	112.00	2,240.00
13.	Power Supply, 220 volts input, 24 volts DC output, 10amp	HD	1 unit	2,352.00	2,352.00
14.	Conduit, flexible metal hose, 1/2" dia	HD	10 mtrs	89.60	896.00
15.	Switch, push button switch mushroom type, 220 volts	HD	10 pcs	196.00	1,960.00
16.	Pilot Light, indicating light, 220 volts, panel board type (4 red, 4 green, 4 yellow)	HD	12 pcs	196.00	2,352.00
17.	Electrical Tape, big	Armak	10 pcs	50.40	504.00
18.	Clip, PVC clip, 1/2" dia	Poly	200 pcs	7.84	1,568.00
19.	Connector, flexible connector, 1/2" dia	Poly	200 pcs	14.56	2,912.00
20.	Electrical Wire, TF wire, #18, twisted	Philflex	2 rolls	2,408.00	4,816.00
21.	Switch, key operated switch, 3 contacts	HD	5 pcs	638.40	3,192.00
22.	PLC, output module, CJ1W-OC211	HD	1 unit	21,392.00	21,392.00
23.	Cable, siamese cable	Philflex	20 mtrs	33.60	672.00
24.	Tester, lan tester, good quality		3 sets	1,372.00	4,116.00
25.	Gauge, oxy-acytelen gauge	HD	1 unit	2,464.72	2,464.72
26.	HMI panel, NB3Q-TW01B-V1	HD	1 unit	39,200.00	39,200.00
27.	Pull Push Rule, 3 meters, good quality	Stanley	10 pcs	162.40	1,624.00
28.	Screwdriver, philip, good quality	Stanley	10 pcs	184.80	1,848.00
29.	Wrench, open and close, #6	Stanley	4 pcs	95.20	380.80
30.	Wrench, open and close, #8	Eagle	4 pcs	95.20	380.80
31.	Wrench, open and close, #10	Eagle	4 pcs	128.80	515.20



MERLY JEAN PATRIMONIO

LEA LEABAN  
Authorized Representative

32.	Wrench, open and close, #12	Eagle	4 pcs	128.80	515.20
33.	Breaker, MCB with casing, 20amp, 3 poles	Koten	2 units	1,904.00	3,808.00
34.	Breaker, MCB without casing, 20amp, 3 poles	Koten	3 units	879.20	2,637.60
35.	Terminal Block, 12 terminals	HD	15 pcs	95.20	1,428.00
36.	Bar Level, 1 meter	Eagle	10 units	308.00	3,080.00
	Delivery Period: 30 days				
	***** Nothing Follows *****				
	For electrical laboratory official use				
	Requested by: Rey G. Gariando				
	TOTAL BID AMOUNT			Php 207,669.00	

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 SEVEN THOUSAND SIX HUNDRED SIXTY NINE PESOS ONLY (PHP 207,669.00)**, or such other sums as may be ascertained, the **SUPPLIER** agrees to the **PROCUREMENT OF ELECTRICAL INSTRUCTIONAL SUPPLIES AND MATERIALS** 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

**GEMS ELECTRONICS**

By:

  
**LEA LEABAN**  
Authorized Representative

WITNESSED BY:

  
**REY G. GARIANDO**  
Assistant Professor I

  
**MERLY JEAN PATRIMONIO**

  
**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 JUL 31 2025, in \_\_\_\_\_, personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

	Government ID ISAT U ID No	Place Issued	Date Issued
1 RAMON N. EMMANUEL, JR., PhD	940606-022-F	Miagao Campus	August 5, 2023
	National ID		
2 LEA LEABAN	2075-6416-3482-7153	PSA, Iloilo	_____

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 Electrical Instructional Supplies and Materials)** consists of five (5) 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.

AGENCY \_\_\_\_\_  
BOOK NO. \_\_\_\_\_  
SERIES OF \_\_\_\_\_

ATTY. REX C. MUZONES  
RM211, MARYVILLE BLDG.  
DELGADO STREET, ILOILO CITY  
NOTARY PUBLIC ILOILO CITY  
LICENSE NO. 9, UNTIL DEC. 31, 2025  
PTR NO. 3819728 / JAN. 2, 2025, ILOILO CITY  
IBP NO. 491232 / DEC. 29, 1999 / ILOILO CITY  
LIFETIME MEMBER IBP ILOILO CHAPTER  
ATTORNEYS ROLL NO. 22432-MAY 25, 1970  
TIN NO. 117-344-964

Doc No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_;