

CONTRACT

(WATERPROOFING OF ROOF DECK OF THE STUDENT SERVICES BUILDING)

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into and executed on this 20 day of APRIL, 2021 in the City of Iloilo , Philippines, by and between :

The **ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U), La Paz, Iloilo City 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, hereinafter referred to as the "**ISAT U**" represented herein by **DR. RAUL F. MUYONG**, in his capacity as **UNIVERSITY PRESIDENT III**.

-and-

GIANTWEST CONSTRUCTION CORPORATION represented by **PATERNO ALMAQUER, JR.** with office address at Zamora St., Poblacion Ilaya, Zarraga, Iloilo, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH

WHEREAS, the **ISAT U** has programmed the **WATERPROOFING OF ROOF DECK OF THE STUDENT SERVICES BUILDING**, as per approved plans and specifications (hereinafter referred to as the "Project"), located at the ISAT University, Main Campus, Burgos Street, La Paz, Iloilo City;

WHEREAS, the **ISAT U** conducted a Public Bidding as Mode of Procurement for the said project wherein the **CONTRACTOR** offered the lowest bid;


WHEREAS, based on the recommendation of the Bids and Awards Committee (BAC), the University President duly authorized by the **ISAT U** Board of Regents awarded to the **CONTRACTOR** the execution and completion of the Project as a lump sum contract and the remedying of any defects therein for the amount of **FIVE HUNDRED NINE THOUSAND FIVE HUNDRED SEVENTY SIX PESOS AND 25/100 (PHP 509,576.25.)** subject to the following terms and conditions.

**ARTICLE I
(Contract Documents)**

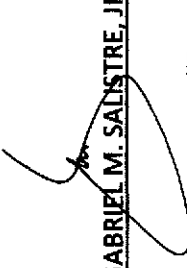
The following documents shall constitute integral parts of this Contract, as full to all intents and purposes, as if the contents thereof are incorporated and set forth herein.

- (1) Annual Procurement Plan
- (2) Approved Program of Works, Plan, BOQ
- (3) Job Request No. PB. 02
- (4) Project Procurement Management Plan
- (5) Invitation to Bid


RAUL F. MUYONG Ed. D.


PATERNO C. ALMAQUER, JR.


ALBERT Z. JANAPON


GABRIEL M. SALASTRE, JR.

- (6) PhilIGEPS Posting, Cert. of Posting
- (7) Minutes, Pre-bid Conference
- (8) Bidders Eligibility and Technical Documents
- (9) BAC Checklist of Edibility and Technical Documents
- (10) Bid Security
- (11) Bidders Financial Documents
- (12) Minutes of Bid Opening
- (13) Abstract of Bids as Read
- (14) Bid Evaluation Report of Technical Working Group (TWG) as Read
- (15) Summary of Bid Evaluation
- (16) Abstract of Bids as Calculated
- (17) Notice of Bid Evaluation
- (18) Notice to Conduct Post-Qualification
- (19) Post Qualification Documents
- (20) Post Qualification Evaluation Report
- (21) Notice of Post-Qualification
- (22) BAC Resolution to Award No. 13 as SCRB
- (23) Notice of Award
- (24) Performance Bond
- (25) Contract No. _____
- (26) Notice to Proceed

**ARTICLE II
(Scope of Work)**

The **CONTRACTOR**, in consideration of the payment to be made by the **ISAT U** as specified herein, hereby covenants and agrees to execute and complete the works at cost and conformity in all respect with provisions of this Contract and shall provide all the materials, equipment and labor needed and necessary in the completion of the Project as a lump sum contract for the following but not limited to the herein items of works:

BILL OF QUANTITIES AND COSTS

Project Description:		Implementation Mode		Lump Sum Contract				
Supply of Labor & Materials for the Student Services Building Waterproofing as per approved Program of Works, Specifications and Plans.		Project Duration		30 Calendar Days				
		Equipment Needed		Listed in the Bidding Document				
		Technical Personnel		Project Engineer/Foreman				
		Item no.	Scope	% WT	Qty	Unit	Unit Price	Total Bid Amount as Read
I.	THERMAL AND MOISTURE PROTECTION Furnish and Application of Waterproofing on Student Services Building Roof Deck as per program of works, plans and specifications.							
	A. Roof Deck Membrane Waterproofing		364.00	sqm	1,255.00	456,820.00	1,399.93	509,576.25
	Direct Cost	76.19%						388,248.57
	Indirect Cost	23.81%						121,327.68
	Total Project Cost	100%				456,820.00		509,576.25
BREAKDOWN OF PROJECT COST								
Direct Cost		Total Material and Labor Cost				456,820.00		368,248.57
Indirect Cost		O.C.M. & Profit				114,205.00		97,062.14
		Tax				28,551.25		24,265.54
Total Project Cost (Php)						599,576.25		509,576.25

RABEL F. MUYONS, Ed. D.

PATERNO C. ALMAGUER, JR.

ALBERTZ JANAPON

GABRIEL M. SALUSTRE, JR.

(Consideration/Contract Price)

For and in consideration of the full, satisfactory and faithful performance by the **CONTRACTOR** of the undertakings defined under this Contract, the **ISAT U** agrees to pay the **CONTRACTOR** for the lump sum contract in the amount of **Five Hundred Nine Thousand Five Hundred Seventy-Six Pesos and 25/100 (PHP 509,576.25)** payable at the times and in the manner prescribed under the pertinent provisions of R.A. 9184 and its Revised IRR.

In case of Price Escalation, the **CONTRACTOR** shall be subjected to the guidelines the price escalation as set in Section 61 of the Revised IRR of R.A. No. 9184.

**ARTICLE IV
(MOBILIZATION COST AND RECOUPMENT)**

The **CONTRACTOR** may request for an advance payment of fifteen percent (15%) of the total contract price as mobilization fund within 15 days upon commencement of work. The advance payment made for mobilization shall be fully recouped during payment of progress billing within fifty percent (50%) of the work accomplishment.

**ARTICLE V
(Completion Time)**

The **CONTRACTOR** shall perform and complete all the works specified in the contract within **Thirty (30) Calendar Days**, which will commence ten (10) days upon receipt of the Notice to Proceed.

**ARTICLE VI
(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.

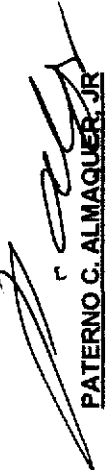
The **CONTRACTOR** undertakes at its own expense to undertake all repairs and/or replacement of materials, facilities and equipment or parts thereof which are found by the **ISAT U** to be defective and which are brought to the attention of the **CONTRACTOR** within thirty (30) days from the discovery 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 Contract. 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 VII
(Liquidated Damages)**

Where the **CONTRACTOR** refuses or fails to satisfactorily complete the work within specified contract time, plus any time extension duly granted and is in default under the Contract, the **CONTRACTOR** agrees to pay the **ISAT U** for liquidated damages equal to one tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the **ISAT U** may rescind the contract without prejudice to other courses of action and remedies open to it.


RABEL F. MUYONG, JR., D.


PATERNO C. ALMAGUER, JR.


ALBERT Z. JANAPON


GABRIEL M. SALASTRE, JR.

**ARTICLE VIII
(Settlement of Disputes)**

The settlement of disputes or differences of any kind whatsoever that arises between the parties in the connection with the implementation of the Contract shall be settled in accordance to Rule XVIII (Settlement of Disputes) of the Revised IRR of R.A. No. 9184.

**ARTICLE IX
(Other Covenants)**

1. The **CONTRACTOR** shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's compensation for injuries, minimum wages, hours of labors and other laws relative thereto.

2. The **CONTRACTOR** shall strictly observe Department Order No. 51, series of 1990 for the implementation of the provisions of Republic Act No. 6686 pertaining to unskilled labor requirements of the Project.

3. The joint guidelines on change orders, extra work orders, etc. as provided under the pertinent provisions of the Revised IRR of R.A. 9184 are hereby incorporated in this Contract.

IN WITNESS THEREOF, the parties hereto have set their signatures on the date first above written at the City of Iloilo, Philippines.

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

GIANTWEST CONSTRUCTION CORPORATION

By:



RAUL F. MUYONG Ed. D.
University President

By:



PATERNO C. ALMAQUER, JR
President

WITNESSETH:



ALBERT Z. JANAPON
OIC Director, PDAS



DINA PUMARQUE
In behalf of the Contractor



GABRIEL M. SALISTRE, JR.
Vice President for Administration & Finance

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ILOILO) S.S.

Before me, a Notary Public, in the City and Province of ILOILO, this APR 26 2021
2021, personally appeared the following persons who exhibited their identification
cards to establish their identities, to wit:

NAME	GOVERNMENT ISSUED/VALID ID No.	DATE/PLACE ISSUED
DR. RAUL F. MUYONG SUC President III	School ID: 15-011	Iloilo City
PATERNO C. ALMAQUER, JR President	_____	_____

They are known to me the same who executed the forgoing contract and they acknowledged to me
that the same is their free, voluntary act and deed as well as the voluntary act of the institution /
agencies they represent.

The instrument consists of four (6) pages including this page wherein this acknowledgement is
written and duly signed by the parties and their witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, on the date and place above written.

Doc. No. 380 ;
Page No. 77 ;
Book No. VII ;
Series of: 101 .

ATTY. EMERITO S. PRIBO JR.
NOTARY PUBLIC UNTIL REG 31/2021
CITY AND PROVINCE OF ILOILO
PTR NO. 7255428/1004/2021/ILOILO CITY
IBP NO. 140617/2/15/2021/ILOILO CITY
NOT. REG. NO. 24/ROLL NO. 25533
MCLEVI-0026731/UNTIL 4/24/2022
TIN: 117-355-747-000