

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____ 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, represented herein by **DR. RAUL F. MUYONG**, in his capacity as **SUC PRESIDENT III** (hereinafter called the "ISAT U") and **ENERGO CONSTRUCTION** with office address at #50 Burgos- Mabini –Plaza, La Paz, Iloilo City, Philippines, hereinafter referred to as the "**CONTRACTOR**", represented by **RAL JOY V. PATRICIO**, in his capacity as Owner. (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **CONVERSION OF GRACIANO LOPEZ JAENA BLDG. ROOM 302 & 303 TO BACHELOR IN HUMAN SERVICES INSTRUCTIONAL COUNSELING & TESTING LABORATORIES & FACULTY ROOM** (hereinafter called "the Works") and the Entity has accepted the Bid of **SEVEN HUNDRED SIXTY FOUR THOUSAND ONE HUNDRED THIRTY TWO PESOS AND FIFTY FOUR CENTAVOS ONLY (PHP 764,132.54)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

a. Philippine Bidding Documents (PBDs);

1. Drawings/Plans;
2. Specifications;
3. Bill of Quantities;
4. General and Special Conditions of Contract;
5. Supplemental or Bid Bulletins, if any;

b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

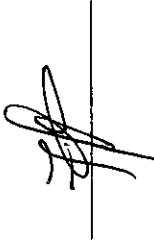
c. Performance Security;

d. Notice of Award of Contract and the Bidder's conforme thereto;

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

ARTICLE I
(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:



Ral Joy V. Patricio
RAUJOY V. PATRICIO
 Owner

Raul F. Muyong
RAUL F. MUYONG, Ed. D.
 SUC President III

Gabriel M. Salistre
GABRIEL M. SALISTRÉ, JR., D.I.T.
 VP for Administration and Finance

Engr. Albert Z. Janapon
ENGR. ALBERT Z. JANAPON
 Director, PDAS

PROGRAM OF WORKS

Project Description:

To supply necessary materials, labor and technical supervision for the Conversion of Room 302 & 303 for the construction of Instructional Counselling and Testing Laboratories and Faculty Room of the Bachelor in Human Services to include dismantling works, waterproofing of plant box of 3rd floor, installation of ceiling, Installation of Glass Cubicles and partitions, Doors and windows, Painting works, Electrical and electronics works as per approved plan , specifications and scope of work.

Item No.	Scope of Work	Quantity	Unit	Unit Price	Total Amount
I.	GENERAL REQUIREMENTS. Safety and health requirements	1	lot	30,500.00	30,500.00
II.	DISMANTLING WORKS. Includes dismantling of existing ceiling, walls and windows, hauling of recovered materials to the university materials stockroom and hauling /disposal of debris	1	lot	42,700.00	42,700.00
III.	MOISTURE & THERMAL CONTROLS. Cleaning and surface preparation by removing existing dirt, algae, paints and waterproofing. Liquid waterproofing of entire plant box of 3rd Floor using 100% Polymer coating system with a tensile strength of 1650 psi (2 coats) including scaffoldings and all necessary items to complete the work.	60	sq.m.	4,498.75	71,980.00
IV.	DOORS, WINDOWS AND GLASS PARTITIONS/CUBICLES. Installation of doors, windows and glass partitions as per plan and specifications	1	lot	164,517.00	164,517.00
V.	CEILING WORKS .Installation of 4.5,mm thick Fiber cement board on metal framing system as per plan and specifications	1	lot	84,460.60	84,460.60
VI.	CAPENTRY WORKS. Installation of 12mm thick single and double wall marine plywood partition on 2"x3" metal studs as per plan and specifications	1	lot	80,783.25	47,123.72
VII.	PAINTING WORKS. Painting of newly installed ceiling and fascia boards, repainting of exterior walls and partitions including doors and window grills	1	lot	108,009.82	108,009.82
VIII.	ELECTRICAL. Layout and installation of lighting and power outlets including installation of lighting fixtures and panel board as per plan and specifications	1	lot	169,169.48	169,169.48
IX.	ELECTRONICS. Layout and installation of Data/Local area network (LAN) cable in pvc trunking as per plan and specifications	1	lot	45,671.92	45,671.92
TOTAL COST OF PROJECT					764,132.54

BREAKDOWN OF PROJECT COST

DIRECT COST	Materials	409,647.60
	Labor Cost	216,690.54
	Total Direct Cost	626,338.14
INDIRECT COST	O.C.M. and Profit	93,950.73
	Tax	43,843.67
TOTAL COST OF PROJECT		764,132.54

**ARTICLE II
(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 fifteen (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 accomplished.

[Handwritten Signature]
RAL JOY V. PATRICIO
Owner

[Handwritten Signature]
RAUL F. MUYONG, Ed. D.
SUC President III

[Handwritten Signature]
GABRIEL M. SALUSTRE, JR., D.I.T.
VP for Administration and Finance

[Handwritten Signature]
ENGR. ALBERT Z. JANAPON
Director, PDAS

ARTICLE III
(Completion Time)

The **CONTRACTOR** shall perform and complete all the works specified in the contract within **Seventy Five (75)** Calendar Days, which will commence **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** 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 V
(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 to open to it.

ARTICLE VI
(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 XVII (Settlement of Disputes) of the Revised IRR of R.A. No. 9184.

3. In consideration for the sum of **SEVEN HUNDRED SIXTY FOUR THOUSAND ONE HUNDRED THIRTY TWO PESOS AND FIFTY FOUR CENTAVOS ONLY (Php 764,132.54)** or such other sums as may be ascertained, **CONTRACTOR** agrees to a **CONVERSION OF GRACIANO LOPEZ JAENA BLG. ROOM 302 & 303 TO BACHELOR IN HUMAN SERVICES INSTRUCTIONAL COUNSELLING & TESTING LABORATORIES & FACULTY ROOM** in accordance with its Bid.
4. The **ISAT U** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

RAL JOY V. PATRICIO
Owner

RAUL F. MUYONG, Ed. D.
SUC President III

GABRIEL M. SANASTRE, JR., D.I.T.
VP for Administration and Finance

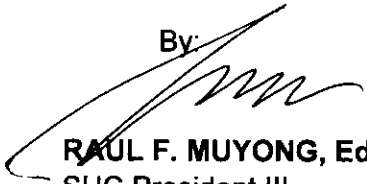
ENGR. ALBERT Z. JANAPON
Director, PDAS

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

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

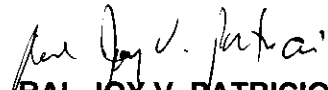
ENERGO CONSTRUCTION

By:



RAUL F. MUYONG, Ed. D.
SUC President III

By:


RAL JOY V. PATRICIO
Owner

WITNESSETH:


ALBERT Z. JANAPON
Director, PDAS
In Behalf of the Contractor
GABRIEL M. SALISTRE, JR., D.I.T.
Vice President for Administration and Finance

REPUBLIC OF THE PHILIPPINES:
CITY OF ILOILO : S.S
X-----X

ACKNOWLEDGMENT

Before me, a Notary Public, in the City of Iloilo, this DEC 14 day of 2022,
2022 personally appeared the following persons who exhibited their identification cards
to establish their identities, to wit:

for R.C. Pasion

	Name	Government ID	Place Issued	Date Issued
1	<u>RAUL F. MUYONG, Ed. D.</u>	<u>Passport No.</u> 0686746B	<u>DFA Iloilo</u>	<u>15 Feb 2019</u>
2	<u>RAL JOY V. PATRICIO</u>	<u>PRC #</u> 00269.62		

They are known to me to be the same persons who executed the foregoing instrument 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 Five (5) 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.

Notary Public

Doc No. 390 ;
Page No. 19 ;
Book No. LXX ;
Series of 2022 .

PROVINCE OF ILOILO
CITY OF ILOILO
NOTARY PUBLIC
VALID UNTIL 4/14/2025