

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of JAN 27 2023 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 **NCO GENERAL MERCHANDISE** with office address at Brgy. 16, San Marcos (Pavas), San Nicolas, Ilocos Norte, Philippines, hereinafter referred to as the "**CONTRACTOR**", represented by **NELSON L. OCAMPO**, in his capacity as Owner. (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **PROPOSED SOLAR POWERED EXTERNAL LIGHTING POLES FOR WALKWAYS , CAR PARK, MINI FOREST AND ACCESS ROAD** (hereinafter called "the Works") and the Entity has accepted the Bid of **TWO MILLION SIX HUNDRED FIFTY THOUSAND PESOS ONLY (PHP 2,650,000.00)** 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:

PROGRAM OF WORKS

Project Description :

Supply, Installation, Testing & Commissioning of new Solar PV Panels and Lighting Poles as specified on each item below, complete and full operational as per plan and specifications.


Item No.	Scope of Work	Quantity	Unit	Unit Price	Total Amount
A. DIRECT COST					
1. MATERIALS					
1.1	LED Street lighting luminaire, Cobra Type Power Consumption: 40W Rated Voltage : 12 Vdc Lifespan: 50,000 long life time hours Efficacy: 100 Lm/Wt ; CRI:80 ; Cct: 6,000 Kelvin Ingress Protection: IP67 Material: Die Cast Aluminum Body Type: COB-single ; Beam Angle: 140 deg	28	Assy	11,000.00	308,000.00
1.2	Solar PV Module Type: Polycrystalline; Pmax: 200Wp Wmp: 34.4V; IMP: 5.8 Amps Voc: 43.2 V ; Isc: 6.39 Amps Operating Temp.: -40 to +85°C Certification: TUV, ISO, IEC	25	Assy	5,000.00	125,000.00
1.3	Solar Street Light Controller Type: MPPT Current: 10A ; Voltage: 12V/ 24V	28	Assy	3,500.00	98,000.00
1.4	Batteries, 200 AH, 12V,Deep Cycle average at 45% discharge) Lead -Acid AGM, maintenance Free	25	Assy	3,200.00	80,000.00
1.5	Steel Lighting Pole Type 1: Type: Tapered 4"/3" diameter Finish: Hot Dipped Galvanized after finish Material: G.I. Steel ; Thickness: Schedule 40 Height: 4.5meter (10'); Base Plate: 12 mm Arm : Single 0.5M	6	Assy	3,250.00	19,500.00
1.6	Steel Lighting Pole Type 2: Type: Tapered 4"/3" diameter Finish: Hot Dipped Galvanized after finish Material: G.I. Steel ; Thickness: Schedule 40 Height: 6 meter (20'); Base Plate: 12 mm Arm : Single 1.5M	13	Assy	10,150.00	131,950.00
1.7	Steel Lighting Pole Type 3: Type: Tapered 4"/3" diameter Finish: Hot Dipped Galvanized after finish Material: G.I. Steel ; Thickness: Schedule 40 Height: 6 meter (20'); Base Plate: 12 mm Arm : Single 2.5M (with support braces)	6	Assy	10,500.00	63,000.00
1.8	Cast-in-situ Reinforced Concrete Post Pedestal/base foundation with hot dipped galvanized anchor bolts as shown on the drawing Finish: Painted White Shape: Trapezoidal , top 300 x 300mm	25	Assy	1,598.00	39,950.00
1.9	Excavation, backfilling and restoration of structures/ walkways/road/pavements	1	Lot	125,000.00	125,000.00
1.10	PV roof mounting brackets complete with accessories	1	Lot	100,000.00	100,000.00
1.11	Batteries & Controller Room No.1 for 17 sets of PV system, complete with prepainted steel roofing, epoxy painted louvered walls & doors with padlocks, rack mounting, support and brackets & other necessities to complete the work. Paint color shall match the adjacent	1	Lot	75,000.00	75,000.00


CAROLYN ESPANOLA
Authorized Representative


NELSON L. OCAMPO
Owner


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


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

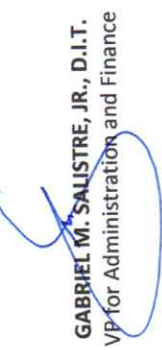

ENGR. ALBERT Z. JANAPON
Director, PDAS

	building color. Drawings to be submitted for approval prior to construction. Location at Guiang building.				
1.12	Batteries & Controller Room No.2 for 8 sets of PV system, complete with prepainted steel roofing, epoxy painted louvered walls & doors with padlocks, rack mounting, support and brackets & other necessities to complete the work. Paint color shall match the adjacent building color. Drawings to be submitted for approval prior to construction. Location beside Library's fire pump room.	1	Lot	75,000.00	75,000.00
1.13	2 x 6mm ² Tin coated copper 1 kV DC PV cables complete with hot dipped galvanized perforated cable tray with cover , cable connectors and accessories.	1	Lot	65,000.00	65,000.00
1.14	Lighting pole circuit conductors 2-5.5mm ² THWN/CU, complete with conduits /containment, warning tape and accessories.	1	Lot	35,000.00	35,000.00
1.15	Grounding system 19mmØ x 1.5M copper clad steel ground rod , complete with grounding conductor 8.0mm ² CU/ THHN(GREEN) and grounding busbar/ terminal block, concrete inspection pit, ground rod clamp. Location beside the PV Room.	2	Lot	25,000.00	50,000.00
1.16	Concrete encased duct bank at road crossing , 500mm below finish road level , including restoration of concrete road , with warning tape (See detail)	1	Lot	88,000.00	88,000.00
1.17	Testing & Commissioning	1	Lot	23,234.47	<u>23,234.47</u>
	SUB-TOTAL				1,501,634.47
	2. EQUIPMENT				0.00
	3. LABOR		Days		
	Foreman	1	30	600.00	18,000.00
	Skilled Laborer	6	60	370.00	133,200.00
	Common Laborer	10	75	300.00	<u>225,000.00</u>
	SUB-TOTAL				376,200.00
	TOTAL DIRECT COST				1,877,834.47
	B. INDIRECT COST				
	OCM (Overhead, Contingencies , Miscellaneous)				375,566.89
	Contractor's Profit				112,670.07
	Value Added Tax (12 % of OCM+CP +DC)				<u>283,928.57</u>
	TOTAL INDIRECT COST				772,165.53
	TOTAL COST OF THE PROJECT				2,650,000.00
BREAKDOWN OF PROJECT COST					
DIRECT COST		Materials			1,501,634.47
		Equipment			0.00
		Labor Cost			376,200.00
INDIRECT COST		Overhead, Contingencies, Misc.			375,566.89
		Contractor's Profit			112,670.07
		VAT (12% of DC +OCM + Profit)			283,928.57
TOTAL COST OF PROJECT					2,650,000.00


CAROLYN ESPAÑOLA
 Authorized Representative


NELSON L. OCAMPO
 Owner


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


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


ENGR. ALBERT Z. JANAPON
 Director, PDAS

ARTICLE II
(Contract Amount)

In consideration for the **lump sum contract** of **TWO MILLION SIX HUNDRED FIFTY THOUSAND PESOS ONLY (Php 2,650,000.00)** or such other sums as may be ascertained, **CONTRACTOR** agrees to a **PROPOSED EXTERNAL LIGHTING POLES FOR WALKWAYS, CAR PARK, AND MINI FOREST AND ACCESS ROAD** in accordance with its Bid.

The **ISAT U** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

ARTICLE III
(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 (50%) of the work accomplished.

ARTICLE IV
(Completion Time)

The **CONTRACTOR** shall perform and complete all the works specified in the contract within **One Hundred Twenty (120) Calendar Days**, which will commence **ten (10) days** upon receipt of the Notice to Proceed.

ARTICLE V
(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 VI
(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.

CAROLYN ESPAÑOLA
Authorized Representative

NELSON L. OCAMPO
Owner

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

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

ENGR. ALBERT Z. JANAPON
Director, PDAS


**ARTICLE VII
(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.

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)**

By:


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

NCO GENERAL MERCHANDISE

By:

NELSON L. OCAMPO
Owner

WITNESSETH:


ALBERT Z. JANAPON
Director, PDAS

CAROLYN ESPAÑOLA
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 ____ day of _____, 2023 personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

	Name	Government ID	Place Issued	Date Issued
1	<u>RAUL F. MUYONG, Ed. D.</u>	<u>Passport No.</u> <u>0686746B</u>	<u>DFA Iloilo</u>	<u>15 Feb 2019</u>
2	<u>NELSON L. OCAMPO</u>			

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 Six (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.

DENNIS D. JUANON
 Notary Public
 UNTIL DECEMBER 31, 2023
 NOTARIAL COMMISSION NO. 46
 2ND FLR. A.F. LOPEZ BLDG., IZNART ST., ILOILO CITY
 IBF NO. 253697/12-27-2022/ PASIG CITY
 PTR NO. 8081858/01-03-2023/ILOILO CITY
 ROLL NO. 26173-MCLEE NO. VII-0023917

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 Series of 2023 .