

CONTRACT AGREEMENT

THIS AGREEMENT, made this day of MAR 20 2024 between the **ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY**, 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. GABRIEL M. SALISTRE, JR.**, in his capacity as SUC President III (hereinafter called the "ISAT U") and **ENERGO CONSTRUCTION** with office address at 50 Burgos St., Brgy. Burgos-Mabini Plaza, La Paz, Iloilo City, Philippines represented by its Owner, **MR. RAL JOY V. PATRICIO** (hereinafter referred to as the "CONTRACTOR").

WHEREAS, the Entity is desirous that the Contractor execute the **CONSTRUCTION OF FASHION & WELLNESS DISPLAY AREA & IMPROVEMENT OF ENTREPRENEURIAL LANE FAÇADE - EPA** (hereinafter called "the Works") and the Entity has accepted the Bid of **Two Million Twenty Thousand Two Hundred Forty Eight Pesos and Thirty Two Centavos (Php 2,020,248.32)** 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.**

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, that parties agree as follows:


Authorized Representative


RAL JOY V. PATRICIO
Owner


GABRIEL M. SALISTRE JR., PEE, DIT
SUC President III


RUSS ALLEN B. NAPUD D.I.T.
VP for Administration and Finance


SAMMY A. DAITAO, PhD-TM
Director, PDAS

**ARTICLE I
(Program of Works)**


Authorized Representative


RAL JOY V. PATRICIO
Owner


GABRIEL M. SALISTRE JR., PEE, DIT
SUC President III


RUSS ALLEN B. NAPUD D.I.T.
VP for Administration and Finance


SAMMY A. DAITAO, PhD-TM
Director, PDAS

Project Description:		Implementation Mode:			Lump Sum Contract	
To supply necessary materials, labor, and technical supervision for the (CONSTRUCTION OF FASHION & WELLNESS DISPLAY AREA & IMPROVEMENT IF ENTREPRENEURIAL LANE FAÇADE to include General Requirements, Building Permits, Existing Conditions Works, Earthworks, Site Development, Rebar Works, Concrete Works, Masonry Works, Roofing Works, Metal Works, Floor Finishes, Wall Finishes, Windows & Doors Works, Ceiling Works, Furniture, Signages, Painting Works, Existing Exterior Facade Works (Includes Installaton of Aluminum Composite Panel, Painting Works, Stone Cladding, Appying Sealer to Stone Cladding, Chipping, Concreting & Rectification of ramp, Rectification of Plant Box , Dismantling existing fence ballusters & installation of fence ballusters including usage of tools and equipments and all necessary items to complete the works as per plan and specification.), Plumbing Works, Electrical, Fire Detection And Alarm System (FDAS), & Electronics Works as per approved plan, specifications and scope of works.		Contract Duration:			120 Calendar Days	
		Technical Personnel			Project /Site Engineer, Electrical Engineer/Master Electrician, Electronics Engineer, Master Plumber/Plumber, Foreman	
Item No.	SCOPE OF WORK	% weight	Qty	Unit	Unit Cost	Amount
1	GENERAL REQUIREMENTS.	2.35%	1	lot	53,500.00	53,500.00
2	EXISTING CONDITIONS.	1.87%	1	lot	42,700.00	42,700.00
3	EARTHWORKS.	1.44%	1	lot	32,720.40	32,720.40
4	SITE DEVELOPMENT.	1.82%	1	lot	41,541.00	41,541.00
5	FORMWORKS AND SHORING.	16.00%	1	lot	364,719.00	364,719.00
6	CONCRETE WORKS.	4.24%	1	lot	96,730.14	96,730.14
7	REINFORCEMENTS.	3.17%	1	lot	72,175.20	72,175.20
8	MASONRY WORKS.	0.90%	1	lot	30,744.00	30,744.00
9	ROOFING WORKS.	1.55%	1	lot	39,011.18	39,011.18
10	METAL WORKS.	6.63%	1	lot	151,121.40	151,121.40
11	FLOOR FINISHES.	2.85%	1	lot	64,864.36	64,864.36
12	WALL FINISHES.	11.98%	1	lot	246,217.36	246,217.36
13	WINDOWS & DOORS.	7.16%	1	lot	163,236.00	163,236.00
14	CEILING WORKS.	0.95%	1	lot	21,648.90	21,648.90
15	FURNISHINGS	4.46%	1	lot	54,900.00	54,900.00
16	SIGNAGES.	11.04%	1	lot	54,900.00	54,900.00
17	PAINTING WORKS.	3.20%	1	lot	73,523.78	73,523.78
18	EXISTING EXTERIOR FAÇADE WORKS.	7.98%	1	lot	178,187.10	178,187.10
19	PLUMBING	2.61%	1	lot	59,603.10	59,603.10
20	FIRE DETECTION AND ALARM SYSTEM (FDAS), ELECTRICAL & ELECTRONICS.	7.82%	1	lot	178,205.40	178,205.40
TOTAL		100%				2,020,248.32
Breakdown of Project Cost:						
Direct Cost	Materials					1,074,865.00
	Labor Cost					588,029.89
	Total Direct Cost					1,662,894.89
Indirect Cost	O.C.M. and Profit					240,950.77
	Tax					116,402.66
Total Project Cost						2,020,248.32

**ARTICLE II
(Completion Time)**

The **CONTRACTOR** shall perform and complete all the works specified in the contract within **ONE HUNDRED TWENTY (120) Calendar Days** from the date of receipt of the Notice to Proceed.

ARTICLE III
(Contract Amount)

In consideration for the lump sum contract of **Two Million Twenty Thousand Two Hundred Forty Eight Pesos and Thirty Two Centavos (Php 2,020,248.32)** or such other sums as may be ascertained, CONTRACTOR agrees to an **CONSTRUCTION OF FASHION & WELLNESS DISPLAY AREA & IMPROVEMENT OF ENTREPRENEURIAL LANE FAÇADE - EPA** in accordance with its Bid.

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

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)

In the event the **CONTRACTOR** refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted, and is in default under the contract, the **CONTRACTOR** 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 University shall have the option to deduct the liquidated damages from payments or any money due or which may become due to the **CONTRACTOR** under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the **CONTRACTOR** whichever is convenient to ISAT U. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, ISAT University may rescind this Contract, without prejudice to other courses of action and remedies open to ISAT University.


Authorized Representative


RAL JOY V. PATRICIO
Owner


GABRIEL M. SALISTRE JR., PEE, DIT
SUC President III


RUSS ALLEN B. NAPUD D.I.T.
VP for Administration and Finance


SAMMY A. DAITAO, PhD-TM
Director, PDAS

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 XVIII (Settlements of Disputes) under the revised IRR of RA 9184.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.

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

By:

GABRIEL M. SALISTRE, JR., PEE, DIT
SUC President III 

ENERGO CONSTRUCTION

By:


RAL JOY V. PATRICIO
Owner

WITNESSETH:


SAMMY A. DAITAO, PhD-TM
Director, PDAS


RUSS ALLEN B. NAPUD, DIT
Vice President for Administration and Finance

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

Before me, a Notary Public, in the City of Iloilo, this 20 day of MAR 2024, 2024 personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

	Name	Government ID	Place Issued	Date Issued
1	GABRIEL M. SALISTRE JR., PEE, DIT	<u>ID NUMBER</u> 04-0232	<u>ISAT</u> <u>UNIVERSITY</u> <u>ILOILO CITY</u>	<u>05</u> <u>August</u> <u>2023</u>
2	RAL JOY V. PATRICIO	<u>PRC ID. NO</u> <u>002292</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 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.

ATTY. KRISTINE ANNE G. MACAYA
 Notary Public
 For the City and Province of Iloilo
 Until December 31, 2025
 Notarial Commission Reg. No. 111 (03/12/2024)
 HP O.R. No. 400980 / January 4, 2024 / Pasig City
 PTR O.R. No. 63464038 / January 11, 2024 / Iloilo City
 Roll of Atty. No. 82968
 GRD. FLR. 394, E. Lopez St., Jaro, Iloilo City

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 Series of 2024 .