

CONTRACT AGREEMENT

THIS AGREEMENT, made this APR 25 2024 day of _____, 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 **HORTINELA CONSTRUCTION AND SUPPLY** with office address at P.D. Monfort North (Lublub), Dumangas, Iloilo Philippines represented by its Owner, **MS. DULCE D. HORTINELA** (hereinafter referred to as the "CONTRACTOR").

WHEREAS, ISAT U is desirous that the CONTRACTOR execute the **INSTALLATION OF CANOPY AT 3RD FLOOR BALCONY (N-BUILDING)**, hereinafter called "the Works", and ISAT U has accepted the Bid of **Six Hundred Thirty Four Thousand Nine Hundred Sixty Four Pesos and Forty Three Centavos Only (PhP 634,964.43)** by the CONTRACTOR with Project Reference No. **ISAT U INFRA 2024-02-004** 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:


NINA D. SUMERGIDO
 Authorized Representative


DULCE D. HORTINELA
 Owner


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


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


SAMMY A. DAITAO, PhD-TM
 Director, PDAS

**ARTICLE I
(Program of Works)**

Project Description:		Implementation Mode:			Lump Sum Contract	
To supply necessary materials, labor and technical supervision for the INSTALLATION OF CANOPY AT 3 RD FLOOR BALCONY (N-BUILDING) as per approved plan, specifications and scope of works.		Contract Duration:			45 Calendar Days	
		Technical Personnel			Project / Site Engineer, Foreman	
Item no.	SCOPE OF WORK	% weight	Qty	Unit	Unit Cost	Amount
1.	GENERAL REQUIREMENTS	1.74%	1	lot	11,025.00	11,025.00
2.	EXISTING CONDITIONS	0.83%	1	lot	5,292.00	5,292.00
3.	MOISTURE & THERMAL CONTROLS	4.09%	1	lot	25,974.90	25,974.90
4.	SCAFFOLDING AND SHORING	0.63%	1	lot	4,032.00	4,032.00
5.	METAL WORKS	42.67%	1	lot	270,926.83	270,926.83
6.	ROOFING WORKS	30.93%	1	lot	196,377.80	196,377.80
7.	FLOOR FINISHES	14.10%	1	lot	89,538.62	89,538.62
8.	PAINTING WORKS	5.01%	1	lot	31,797.27	31,797.27
	TOTAL	100%				634,964.42
Breakdown of Project Cost:						
Direct Cost		Materials			359,010.00	
		Labor Cost			142,751.55	
		Total Direct Cost			501,761.55	
Indirect Cost		O.C.M. and Profit			102,966.48	
		Tax			30,236.40	
Total Project Cost					634,964.43	

**ARTICLE II
(Completion Time)**

The **CONTRACTOR** shall perform and complete all the works specified in the contract within **FORTY FIVE (45) Calendar Days** from the date of receipt of the Notice to Proceed.

**ARTICLE III
(Contract Amount)**

In consideration for the lump sum contract of **Six Hundred Thirty Four Thousand Nine Hundred Sixty Four Pesos and Forty Three Centavos Only (PhP 634,964.43)** or such other sums as may be ascertained, **CONTRACTOR** agrees to an **INSTALLATION OF CANOPY AT 3RD FLOOR BALCONY (N-BUILDING)** in accordance with its Bid.

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


NITA D. SUMERGIDO
 Authorized Representative


DUCE D. HORTINELA
 Owner


GABRIEL M. SALISTRÉ 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 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.

**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.


NINA D. SOMMERBERG ID#
Authorized Representative


DULCE D. HORTINELA
Owner


GABRIEL M. SALUSTRE 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

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

**HORTINELA CONSTRUCTION AND
SUPPLY**

By:


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

By:


DULCE D. HORTINELA
Owner

WITNESSETH:


SAMMY A. DAITAO, PhD-TM
Director, PDAS


NINA D. SUMERGIDO


RUSS ALLEN B. NAPUD, DIT
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 25 APR 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 August</u> <u>2023</u>
2 DULCE D. HORTINELA	<u>DRIVER'S LICENSE</u> F03-95-093542	<u>LTO- ILOILO</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.

[Signature]
ATTY. ELMER R. CAMARISTA
 NOTARY PUBLIC
 UNTIL DECEMBER 31 2024
 NOTARIAL COMMISSION NO. 62
 2ND FLR., ROOM 206, F. DIVINAGRACIA BLDG.,
 IZNART ST., ILOILO CITY
 IEP NO. 329747/12-05-2023/FASIG CITY CY NO. 2023
 PIR NO. 83369978/07-02-2024/ILOILO CITY
 ROLL NO. 33945-MGLE NO. VII-0009594
 VALID UNTIL 2-14-2025

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