

CONTRACT AGREEMENT

Authorized Representative

THIS AGREEMENT, made this NOV 05 2024 day of NOV 05 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 **MARGARICO HAULING SERVICES** with office address at Zone 6, Brgy. Calahunan, Mandurriao, Iloilo City, Philippines represented by its Owner, **MA. CELIA C. MARGARICO** (hereinafter referred to as the "SERVICE PROVIDER");

WHEREAS, the ISAT U has programmed the **LABOR AND SERVICES FOR ONE (1) YEAR COLLECTION AND DISPOSAL OF UNIVERSITY GARBAGE** (hereinafter referred to as the "SERVICES" ) located at ISAT U Iloilo City Campus, Burgos St., La Paz, Iloilo City;

WHEREAS, the ISAT U through its Bids and Awards Committee (BAC), posted the Request for Quotation (RFQ) on the ISAT U and PhilGEPS websites, as well as on the ISAT U Bulletin Boards, continuously for at least three (3) days, starting July 27, 2024 to August 2, 2024, for the SERVICES, with Approved Budget for the Contract (ABC) of Seven Hundred Sixty Five Thousand Pesos (PhP 765,000.00) Only as indicated in the Purchase Request No. SVP-2024-198;

WHEREAS, on August 2, 2024, Margarico Hauling Services, Anadellia C. Tamagos and BGH Garbage Hauling Services submitted their quotation;

WHEREAS, in the preliminary examination of quotations, the offer of the SERVICE PROVIDER was found to be within the ABC and was declared the Lowest Calculated Offer in the amount of **Seven Hundred Fifty Six Thousand Five Hundred Pesos (PhP 756,500.00) Only**;

WHEREAS, as stated in BAC Resolution No. 445 s. 2024, the BAC recommended to the University President to award the contract to the SERVICE PROVIDER;

WHEREAS, on September 9, 2024, the University President issued a Notice of Award;

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

ARTICLE I  
(Areas of Services)

1. Garbage collection and disposal covers the ISAT U Iloilo City Campus (Main and New Site) at Burgos St., La Paz, Iloilo City.
2. The point of collection shall be at the garbage holding area beside the Guiang Building.

ARTICLE II  
(Scope of Work)

1. The SERVICE PROVIDER shall collect garbage from the University's holding area located beside the Guiang Building three (3) times a week on Mondays, Wednesday and Fridays.
2. ISAT U may request the SERVICE PROVIDER for a special trip at any time or day, as the case may require urgent action due to the increase and volume of garbage.
3. The SERVICE PROVIDER shall be responsible for the necessary fees and permits required by dumping site authorities, as these are included in the total contract amount.

4. The SERVICE PROVIDER shall provide the garbage truck with a minimum carrying capacity of fifteen (15) cubic meters to cover the maximum volume of garbage per trip.
5. The SERVICE PROVIDER is responsible for ensuring the cleanliness of the dispersed trash during garbage collection at the University holding area.
6. The SERVICE PROVIDER shall conduct anti-fly before or after the removal of garbage inside the holding area to avoid the infestation of flies on the adjacent building.
7. The number of hauling trips shall cover trips of one hundred seventy (170) trips at the rate of **PhP 4,450.00 per trip** to cover the one (1) year period; hence if the number of trips were not consumed on the said given period, the SERVICE PROVIDER shall continuously render the said number of trip until it is completed.
8. The SERVICE PROVIDER shall submit to the ISAT U the collection receipts signed and verified by authorized university personnel for every trip that has been made.
9. The SERVICE PROVIDER shall submit its monthly billing statement within the first week of the succeeding month and attach signed copies of the collection receipts.
10. The SERVICE PROVIDER shall provide an adequate manpower during collection with a minimum of Four (4) helpers plus the driver to expedite the loading of the garbage.
11. The SERVICE PROVIDER may collect the garbage in the afternoon after the school hours to avoid unnecessary hindrances to the students.

ARTICLE III  
(Minimum Equipment and Supplies Equipment)

1. Knapsack sprayer
2. Anti-flies spray solution/chemicals
3. Brooms and dust pans
4. Garbage truck with fifteen (15) cubic meters (minimum carrying capacity)
5. Truck box cover/net

ARTICLE IV  
(Completion Time)

The SERVICE PROVIDER shall perform and complete all the works specified in the contract within **Twelve (12) months** from the date of receipt of the contract, which will commence upon the receipt of Notice to Proceed.

ARTICLE IV  
(Liquidated Damages)

Where the SERVICE PROVIDER 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 SERVICE PROVIDER agrees to pay the ISAT U for the liquidated damages equal to the one tenth of one percent (0.1%) of the cost unperformed portion for everyday of delay. Once cumulative amount of liquidated damages reaches the ten percent 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.

Authorized Representative

MA. CELIA C. MARGARICO  
Owner

GABRIEL M. SALISTRÉ JR., PEE, DIT  
SUC President II

RUSS ALLEN B. NAPUD, DIT  
VP for Administration and Finance

SAMMY A. DAIRAO, PhD-TM  
Director, PDAS



(ARTICLE V)  
Amendments

- 1. Modifications, amendments, and supplements to this Contract shall be binding only upon written agreement signed by the parties.
- 2. The Contract Price amounting to **Seven Hundred Fifty Six Thousand Five Hundred Pesos (PhP 756,500.00) Only**. In no case shall any modifications, amendments, supplements to the Contract allow for an increase in the Contract Price.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the 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

**MARGARICO HAULING SERVICES**

By:

  
**MA. CELIA Q. MARGARICO**  
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  
X-----X

ACKNOWLEDGMENT

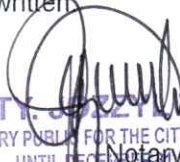
Before me, a Notary Public, in the City of Iloilo, this NOV 05 2024, 2024 personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

	Name	Government ID	Place Issued	Date Issued
1	GABRIEL M. SALISTRE JR., PEE, DIT	ID NUMBER 04-0232	ISAT UNIVERSITY ILOILO CITY	05 August 2023
2	MA. CELIA C. MARGARICO	6517 A84-0198-1071	Iloilo City	25 March 2016

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 four (4) 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. GENESLA  
NOTARY PUBLIC FOR THE CITY & PROVINCE OF ILOILO  
UNTIL DECEMBER 2023, ROLL NO. 19  
ROLL OF ATTORNEY'S NO. 63111, MAY 07, 2014  
PTR NO. 8297978 / 1-3-24  
IBP LIFETIME MEMBER No. 012571  
MCLE COMPLIANCE NO. VII-0009625  
ROOM 205 LA SALETTE BLDG., VALERIA ST., ILOILO CITY

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