

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This AGREEMENT, made and executed this MAY 07 2025, by and 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, herein represented by its SUC Presidents III, **DR. GABRIEL M. SALISTRE, JR.**, (hereinafter referred to as the “ISAT U”);

and

FIL POWER GROUP & MARKETING CORPORATION, with office address at St. Anthony Building, Lopez Jaena Street, Bacolod City Philippines, herein represented by its authorized representative, **MR. RANDY L. BERMEJO**, and **RONAME C. IGARLINO**, (hereinafter referred to as the “SUPPLIER”).

WHEREAS, ISAT U has programmed the **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) UNIT STANDBY DIESEL GENERATOR SET** with Project Reference No. ISAT U GOODS-2024-11-075;

WHEREAS, ISAT U, through its Bids and Awards Committee (BAC), posted the Invitation to Bid on the ISAT U and PhilGEPS website, as well as on the ISAT U Bulletin Boards, continuously for at least 7 days, starting October 11, 2024 to October 30, 2024 as provided under Section 54.2.4 of Republic Act No. 9184 or otherwise known as the Government Procurement reform Act and its 2016 Revised Implementing Rules and Regulations (RA9184 and its 2016 RIRR), with an Approved Budget for the Contract (ABC) of **Two Million Four Hundred Thirty Three Thousand Four Hundred Five Pesos Only (Php2,433,405.00)**, inclusive of applicable taxes, as indicated in Job Request No. PB-2024-175;

WHEREAS, in BAC Resolution No. 590 s. 2024 dated November 27, 2024, the BAC recommended to the Head of the Procuring Entity (HOPE) through the University President to award the contract to the **SUPPLIER**;

WHEREAS, on December 5, 2024, the University President signed the Notice of Award;

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

ARTICLE I

(Included in the Agreement)

In accordance with RA 9184 and its 2016 Revised Implementing Rules and Regulations, the following documents shall form part of this Agreement:

- a. *Philippine Bidding Documents (PBDs)*
 - i. *Drawing/Plans*
 - ii. *Specifications/Program of Works*
 - iii. *Bill of Quantities*
 - iv. *General and Special Conditions of the Contract*
 - v. *Supplemental or Bid Bulletins, if any*
- b. *Winning Bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documentary/statements submitted;*
- c. *Performance Security;*
- d. *Notice of Award of Contract;*

RANDY L. BERMEJO
Authorized Representative

RONAME C. IGARLINO
Authorized Representative

ROBINSON L. BERMEJO, JR.
President

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

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

DR. REMIA L. DOCTORA
Director, URGF

- e. Other contract documents that may be required by existing laws and/or the Procuring Entity Concerned in the Bidding Documents, such as the construction schedule and A-curve, manpower schedule, construction methods, equipment utilization schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, and PERT/CPM or other acceptable tools of project scheduling for infrastructure projects;
- f. The 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; and
- g. RA 9184 and its 2016 RIRR, as amended

ARTICLE II
(Program of Works)

Project Title: **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) UNIT STANDBY DIESEL GENERATOR SET**
Location: **ISAT U - Iloilo City Campus, La Paz, Iloilo City**
ABC: **PHP 2,443,405.00**

Project Description:		Implementation Mode:			Lump Sum Contract	
Supply, Installation, Testing & Commissioning of one (1) unit of Standby Diesel Genset at TLE Building, ISAT University Main Campus as per approved Drawings/Plan and Program of Works.		Contract Duration:			90 Calendar Days	
		Technical Personnel Needed			Electrical Engineer, Qualified Technician	
Item No.	SCOPE OF WORK	% WT	QTY	UNIT	UNIT COST	AMOUNT
1	Supply, Installation, Testing & Commissioning of Standby Diesel Generator Set, 150kVA, 230V, 3Ph, 60Hz, 3 wires + earth, Delta winding connection, 1800RPM, with Silent Type Canopy enclosure, outdoor type, weatherproof. Approximate size 1240mmW x 3000mmL x 1760mmH, water cooled, brushless alternator, self-excitation, self-regulating, insulation Class-H, built-in AVR, Control Panel, main circuit breaker & cable connection terminals, with remote start terminal provision; base fitted fuel tank of 8 hours minimum at full load; with battery and automatic battery charger, protection and noise reduction.	50.27%	1	unit	900,000.00	900,000.00
2	Enclosed Circuit Breaker (ECB), 400A, 3P, 230V, 60Hz in NEMA 3R enclosure, wall mounted	3.07%	1	assy	55,000.00	55,000.00
3	Enclosed Circuit Breaker (ECB1), 200A, 3P, 230V, 60Hz in NEMA 3R enclosure, wall mounted	2.51%	1	assy	45,000.00	45,000.00
4	Automatic Transfer Switch, 400A, 230V, 3 Phase, 60Hz in NEMA 3R enclosure, outdoor type, c/w mounting brackets & accessories, with electrical & mechanical interlocks, cable entry bolt-on terminal connections for 3 x 200mm ² THW minimum.	28.26%	2	assy	252,950.00	505,900.00

5	Incoming Power Cable (Source to ECB to ATS), 3-200mm ² THWN-2 CU., c/w jointing & termination accessories.	1.67%	13	lm	2,300.00	29,900.00
6	Outgoing Power Cable (ATS to Service Entrance) 2 sets of 3-200mm ² THWN-2 CU., c/w jointing & termination accessories.	2.05%	16	lm	2,300.00	36,800.00
7	Incoming Genset Power Cable 3-200mm ² THWN-2 CU., c/w jointing & termination accessories.	1.28%	10	lm	2,300.00	23,000.00
8	Outgoing Feeder Bus Cable 3-125mm ² THWN-2 CU., c/w jointing & termination, spool insulators on secondary racks, accessories.	3.79%	40	lm	1,700.00	68,000.00
9	Grounding System, 15mmØ x 3000mm Copper Clad Steel Ground Rod, with 50mm ² CU. TW (G)	0.78%	1	assy	14,000.00	14,000.00
10	Ground conductor 50mm ² TW CU. (green), c/w jointing & termination accessories.	1.25%	15	m	1,500.00	22,500.00
11	Reinforced Concrete base foundation, 1600mmW x 3500mmL x 450mmD	5.07%	2.520	M ³	36,032.00	90,800.64
Total Project Cost					100.00 %	1,790,000.00
Breakdown of Equipment Cost:						
		Total Material Cost			879,017.86	
		Total Labor Cost			559,375.00	
		Total Direct Cost (TMC&TLC)			1,438,392.86	
		O.C.M. and Profit			159,821.43	
		Tax			191,785.71	
Total Project Cost (PhP)				1,790,000.00		
Warranty Period: One (1) year after successful testing and commissioning						

Note: Please see Bill of Quantities as evaluated and approved by the TWG.

ARTICLE III
(Completion Time)

The **SUPPLIER** shall perform its obligation as specified in the Agreement within **Ninety (90) Calendar Days** upon receipt of the Notice to Proceed.

ARTICLE IV
(Contract Amount)

In consideration for the sum of **One Million Seven Hundred Ninety Thousand Pesos Only (Php1,790,000.00)**, or such other sums as may be ascertained, the **SUPPLIER** Agrees to **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) UNIT STANDBY DIESEL GENERATOR SET** in accordance with its Bid.

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

ARTICLE V
(Warranty of Goods)

The **SUPPLIER** guarantees that all materials it will supply under this Agreement are brand new, free from defects, and strictly in accordance with the Technical Specifications. The provision under Section 62.1 on warranty security shall be observed.

ARTICLE VI
(Liquidated Damages)

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

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 Agreement shall be settled in accordance to Rule XVIII (Settlements of Disputes) under the 2016 RIRR of RA 9184.

ARTICLE VIII
(Miscellaneous Provisions)

The parties warrant that they have full power and authority to represent their respective agency/office/entity.

The **SUPPLIER** shall facilitate this Agreement's notarization and bear its cost.

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 3/28/25

**FIL POWER GROUP & MARKETING
CORPORATION (SUPPLIER)**

By:

RONAME C. IGARLINO
Authorized Representative

RANDY L. BERMEJO
Authorized Representative

WITNESSETH:

DR. REMIA L. DOCTORA
Director, IIRGP

ROBINSON L. BERMEJO, JR.
President

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

Republic of the Philippines

ILOILO CITY

_____ : S.S
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ACKNOWLEDGMENT

BEFORE ME, this _____ day of MAY 07 2025, in ILOILO CITY, personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

	Government ID	Place Issued	Date Issued
1 DR. GABRIEL M. SALISTRE, JR.	ISAT U ID No.: 04-0232	Iloilo City	August 5, 2023
2 RONAME C. IGARLINO	Philhealth ID 11-050433201-5	Iloilo City	
3 RANDY L. BERMEJO	Driver's License: F01 96-10540 Hgd. Sec.		Nov. 16, 2024

known to me to be the same persons who executed the foregoing instrument and they acknowledged that the same are their free act and deed as well as of the institution / agency that they represent.

This instrument, which refers to a **Supply, Installation, Testing and Commissioning of One (1) Unit Standby Diesel Generator Set**, consisting of 5 pages including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year, and place above written.

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NOTARY PUBLIC FOR THE CITY AND PROVINCE OF ILOILO UNTIL DECEMBER 31, 2025
BP NO. 492367, 1/2/2025, PASIG CITY
PTR NO. 8795939, 1/2/2025, ILOILO CITY
NOT. REG. NO. 14, ROLL NO. 25533
MCLE VII UNTIL 4/14/2028, NO. 033604
TIN 117-355-747
MEZZANINE FLOOR RED PLAZA BUILDING
JIM RASAS ST., ILOILO CITY 6100