

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This AGREEMENT, made and executed this MAY 27 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

ARMIX COPIER RENTALS, SERVICES AND SALES, with office address at Phil-Am Compound Commission Civil Street, Jaro, Iloilo City, Philippines, herein represented by its Authorized Representative, **JENNIFER ROSE A. PADERNAL**, (hereinafter referred to as the “**SUPPLIER**”);

WHEREAS, **ISAT U** has programmed the **PROCUREMENT OF CUSTOMIZED DIPLOMA JACKET FOR UNIVERSITY REGISTRAR** with Project Reference No. **ISAT U GOODS-2025-03-026**;

WHEREAS, **ISAT U**, through the Bids and Awards Committee (BAC), posted the Invitation to Bid (IB) on the **ISAT U** and PhilGEPS website, as well as on the **ISAT U** Bulletin Boards, continuously for at least 7 days, starting March 8, 2025 to April 2, 2025 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 **One Million Nine Hundred Twenty Nine Thousand Two Hundred Pesos Only (PhP1,929,200.00)**, inclusive of applicable taxes, as indicated in Purchase Request No. **PB-2025-027**;

WHEREAS, in BAC Resolution No. 189 s. 2025 dated April 30, 2025, the BAC recommended to the Head of the Procuring Entity (HOPE) through the University President to award the contract to the **SUPPLIER** as the Single Calculated and Responsive Bid;

WHEREAS, on April 30, 2025, 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. *Schedule of Requirements*
 - ii. *Technical Specifications*
 - iii. *General and Special Conditions of the Contract*
 - iv. *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;*
- e. *Other contract documents that may be required by existing laws and/or the*

Procuring Entity concerned in the Bidding Documents. 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

f. RA 9184 and its 2016 RIRR, as amended

ARTICLE II
(Technical Specifications)

Item No.	Product Category	Description	Brand	Qty	Unit	Unit Price	Total Price
1	Customized Diploma Jacket	<p>Customized Diploma Jacket</p> <p>Specifications:</p> <p>Material Cover: Imported upholstery, with logo stamped in a Blue and Red Flame and Heat Sealed</p> <p>Color: Yellow Gold</p> <p>Inside: Loose-leaf, Congratulatory Message) in a cactus bond paper size: A4 Process: Offset Printing</p> <p>Size: A4</p> <p>Scope of works: Manual Lay-outing, editing and printing</p> <p>Iloilo City – 5000 Barotac Nuevo – 420 Dumangas – 200 Leon – 200 Miagao – 1600</p> <p>Total – 7420</p>	Armix	7420	pcs	258	1,914,360.00
TOTAL BID AMOUNT							Php1,914,360.00

ARTICLE III
(Delivery Period)

The **SUPPLIER** shall perform its obligation as specified in the Agreement within **FIFTEEN (15) calendar days** upon receipt of final lay out.

ARTICLE IV
(Contract Amount)

In consideration for the sum of **One Million Nine Hundred Fourteen Thousand Three Hundred Sixty Pesos Only (Php1,914,360.00)**, or such other sums as may be ascertained, the **SUPPLIER** Agrees to the **PROCUREMENT OF CUSTOMIZED DIPLOMA JACKET FOR THE UNIVERSITY REGISTRAR** 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)

ARMIX COPIER RENTALS, SERVICES
AND SALES (SUPPLIER)

By:

By:

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

JENNIFER ROSE A. PADERNAL
Authorized Representative

WITNESSETH:

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

ANN JILL CLARE A. PADERNAL
Administrative Officer
Authorized Representative

CORAZON C. CORBAL, Ph.D.
VP for Academic Affairs

Republic of the Philippines

_____ : S.S
X ----- X

ACKNOWLEDGMENT

BEFORE ME, this ____ day of MAY 27 2025, in _____, 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 JENNIFER ROSE A. PADERNAL	SSS-07-1609509-5	Iloilo City	May 1, 1996 <i>Jenn Padernal</i>

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 **PROCUREMENT OF CUSTOMIZED DIPLOMA JACKET FOR THE UNIVERSITY REGISTRAR**, consisting of 4 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.

Doc. : _____
Page : _____
Book : _____
Series of : _____

ATTY. CHADDY T. MADAY
Notary Public
City and Province of Iloilo
Notarial Comm. Reg. No. 170 until Dec. 31, 2025
Roll of Attorney's No. 88270
IBP Membership No. 502320
PTR No. 8819948 - Jan. 6, 2025 - Iloilo City
Date of Admission to the Bar: February 5, 2024
FMB Bldg., 7th Cor. National Road
Lawaan Village, Balantang, Jaro, Iloilo City