

CONTRACT AGREEMENT

This AGREEMENT, made this _____ day of MAR 19, 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 **DR. GABRIEL M. SALISTRE, JR.**, in his capacity as SUC President III (hereinafter called the **"ISAT U"**;

and

JGC CONSTRUCTION with office address at Capricho II, Barangay Tanque, Roxas City, Philippines, herein represented by its Manager/Proprietress, **MS. JULIET G. CEDIÑO** (hereinafter referred to as the **"CONTRACTOR"**.

WITNESSETH: THAT -

WHEREAS, ISAT U has programmed the **RENOVATION OF UNIVERSITY MEDICAL CLINIC - EPA** (hereinafter referred to as the **"WORKS"**) with Project Reference No. ISAT U INFRA 2025-01-002;

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 November 28, 2024 to December 17, 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 Three Million Four Hundred Seventy Two Thousand Four Hundred Eleven Pesos and Ten Centavos (Php 3,472,411.10)**, inclusive of applicable taxes, as indicated in Purchase Request No. PB-2025-022;

WHEREAS, in BAC Resolution No. 028 s. 2025 dated January 20, 2025, the BAC recommended to the Head of the Procuring Entity (HOPE) through the University President to award the contract to the **CONTRACTOR**;

WHEREAS, on January 27, 2025, the University President signed the Notice of Award;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, that 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. *Drawings/Plans*
 - ii. *Program of Works /Specifications*
 - 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 documents/statements submitted;*

- Witness

CRISTINA S. PUYEVILLE ONE

WITNESS

Manager/Proprietress

JOYET G. CEDINO

MANAGER/PROPRIETRESS

Performance Security;

Notice of Award of Contract;

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 S-curve, manpower 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;

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

RA 9184 and its 2016 RIRR, as amended

ARTICLE II
(Program of Works)

Project Title: **RENOVATION OF UNIVERSITY MEDICAL CLINIC - EPA**
Location: ISAT U - Iloilo City Campus, La Paz, Iloilo City

Project Description:		Implementation Mode:			Lump Sum Contract	
To supply necessary materials, labor and technical supervision for the Renovation of the University Medical Clinic as per Program of Works, Bill of Quantities, Plans, and Specifications		Contract Duration:			150 Calendar Days	
		Technical Personnel Needed			Project Architect/ Engineer, Electrical Engineer, Electronics Engineer, Materials Engineer, Foreman	
Item No.	SCOPE OF WORK	% WT	QTY	UNIT	UNIT COST	AMOUNT
I.	GENERAL REQUIREMENTS	3.51%	1	lot	115,500.00	115,500.00
II	EXISTING CONDITIONS	1.38%	1	lot	45,385.83	45,385.83
III	SITE WORKS	2.76%	1	lot	90,771.66	90,771.66
IV	CONCRETE AND MASONRY WORKS	25.92%	1	lot	852,399.18	852,399.18
V	WOOD, PLASTIC AND COMPOSITES	10.31%	1	lot	339,065.97	339,065.97
VI	OPENING/DOORS, WINDOWS AND GLAZING	5.95%	1	lot	195,672.75	195,672.75
VII	FINSHES AND PAINTING WORKS	24.14%	1	lot	793,771.65	793,771.65
VII	PLUMBING WORKS	6.33%	1	lot	208,200.93	208,200.93
IX	ELECTRICAL WORKS	10.75%	1	lot	353,568.81	353,568.81
X	ELECTRONIC WORKS	8.95%	1	Lot	294,245.70	294,245.70
Total Project Cost		100.00 %				3,288,582.48
Breakdown of Project Cost:						
Direct Cost	Total Material Cost				1,995,395.50	
	Total Labor Cost				362,550.00	
	Total Direct Cost				2,587,035.50	
Indirect Cost	O.C.M. and Profit				544,947.81	
	Tax				156,599.17	
Total Project Cost					PhP3,288,582.48	

Page 2 of 5

ARTICLE III
(Completion Time)

The **CONTRACTOR** shall perform and complete all the works specified in the Agreement within **ONE HUNDRED FIFTY (150) Calendar Days** which will commence within ten (10) days upon receipt of the Notice to Proceed.

ARTICLE IV
(Contract Amount)

In consideration for the lump sum contract of **Three Million Two Hundred Eighty-Eight Thousand Five Hundred Eighty-Two Pesos and Forty-Eight Centavos Only (PhP 3,288,582.48)** or such other sums as may be ascertained, **CONTRACTOR** agrees to a **RENOVATION OF UNIVERSITY MEDICAL CLINIC – 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 V
(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**, at its own expense, shall 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 Agreement. 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 VI
(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 Agreement, 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 U** 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 Agreement 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 Agreement, **ISAT U** may rescind this Agreement, without prejudice to other courses of action and remedies open to **ISAT U**.


CATHY B. BLUMENTHAL
Witness


JANET G. CEDENO
Manager/Proprietress


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

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 **CONTRATOR** 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)**

**JGC CONSTRUCTION
(CONTRACTOR)**

By:


By:


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


JULIET G. CEDIÑO
Manager/Proprietress

WITNESSETH:


SAMMY A. DAITAO, PhD-TM
Director, PDAS


CATHY D. BLEVENCIONE


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

Republic of the Philippines

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

ACKNOWLEDGMENT

ACKNOWLEDGMENT

19 MAR 2025

Before me, a Notary Public for and in the COLORADO, this ____ day of _____, 2025, 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 JULIET G. CEDIÑO	186-155-393-000	<u>TIN ID</u> RDXAS ATY	07 Feb. 2022

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

This instrument, consists of five (5) pages including this page wherein this acknowledgment is written refers to a Contract Agreement for the **RENOVATION OF UNIVERSITY MEDICAL CLINIC – EPA** 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. EDGAR JANINE L. PESTAÑO
NOTARY PUBLIC FOR THE CITY AND PROVINCE OF ILOILO
COMMISSION NO. 150 UNTIL DECEMBER 31, 2026
UNIT 4, BALSU 2020 BUILDING, 89 98 ST.,
BRGY. CUARTERO, JARO, ILOILO CITY
PTR NO. 8818063 / 1.03.2025 / ILOILO CITY
IBP NO. 256114 / 12.29.2023 / PASIG CITY
TIN NO. 941-24-4-977 / ROLL NO. 53123

Doc No.	351
Page No.	72
Book No.	II
Series of	2025