

CONTRACT AGREEMENT

This AGREEMENT, made this \_\_\_\_\_ day of MAR 25 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

**QUATRO AMIGOS BUILDERS AND SUPPLY** with office address at Barangay Tumcon Ilaud, Pototan, Iloilo, Philippines, herein represented by its authorized representative, **MS. ROWELA T. ARTIEDA** (hereinafter referred to as the **"CONTRACTOR"**.

WITNESSETH: THAT -

**WHEREAS**, ISAT U has programmed the **RELOCATION AND REPIPING OF PLUMBING SYSTEM AT STUDENT SERVICES BUILDING - EPA** (hereinafter referred to as the **"WORKS"**) with Project Reference No. ISAT U INFRA 2025-01-001;

**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 20, 2024 to December 09, 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 **One Million Twenty One Thousand Seven Hundred Fifty Pesos Only (Php 1,021,750.00)**, inclusive of applicable taxes, as indicated in Purchase Request No. PB-2025-020;

**WHEREAS**, in BAC Resolution No. 034 s. 2025 dated January 28, 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 30, 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;*
- 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, 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;
- 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: **RELOCATION AND REPIPING OF PLUMBING SYSTEM AT STUDENT SERVICES BUILDING - 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 RELOCATION AND RE-PIPING OF PLUMBING SYSTEM AT STUDENT SERVICES BUILDING at ISAT U Iloilo City Campus as per Scope of Works, Bill of Quantities, Plans, and Specifications		Contract Duration:			60 Calendar Days	
		Technical Personnel Needed			Project Architect/ Engineer/Master Plumber	
Ite m No.	SCOPE OF WORK	% WT	QTY	UNIT	UNIT COST	AMOUNT
I.	<b>GENERAL REQUIREMENTS</b> (Including water and electricity, health and safety requirements, testing, commissioning, and as-built plans)	4.27%	1	lot	43,180.00	43,180.00
II	<b>EXISTING CONDITIONS – DISMANTLING, REINSTALLATION AND HAULING</b> (Removing and reinstalling existing electrical, electronic fixtures and ceiling affected by plumbing works.)	1.26%	1	lot	12,700.00	12,700.00
III	<b>CONCRETE AND MASONRY WORKS</b> (Includes chipping and plastering for rough-ins, concrete and masonry works and plastering of the catch basin as specified in the plan)	3.45%	1	lot	34,924.37	34,924.37
IV	<b>CARPENTRY WORKS</b> (Includes supply and installation of ceiling affected by plumbing works)	7.84%	1	lot	79,295.63	79,295.63
V	<b>FINISHES</b> (Painting of ceiling affected by dismantling and tileworks affected by installation of additional water lines)	8.92%	1	lot	90,182.70	90,182.70
VI	<b>PLUMBING</b> (Includes Rough-in, supply and installation of pipes and fixtures as per plan and specifications)	74.27%	1	lot	751,113.24	751,113.24
Total Project Cost		100.00 %				1,011,395.94
Breakdown of Project Cost:						
Direct Cost		Materials			557,305.00	
		Labor Cost			239,056.75	
		Total Direct Cost			796,361.75	
Indirect Cost		O.C.M. and Profit			159,272.35	
		Tax			55,745.32	
Total Project Cost				PhP1,011,379.42		



**ARTICLE III**  
*(Completion Time)*

The **CONTRACTOR** shall perform and complete all the works specified in the Agreement within **SIXTY (60) 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 **One Million Eleven Thousand Three Hundred Seventy-Nine Pesos and Forty-Two Centavos Only (PhP1,011,379.42)** or such other sums as may be ascertained, **CONTRACTOR** agrees to **RELOCATION AND REPIPING OF PLUMBING SYSTEM AT STUDENTS SERVICES BUILDING – 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**.

  
ROMEO A. T. ARTIEDA  
Witness

  
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 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)**

By:

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

**QUATRO AMIGOS BUILDERS  
AND SUPPLY (CONTRACTOR)**

By:

  
**ROWELA T. ARTIEDA**  
Authorized Representative

*WITNESSETH:*

  
**SAMMY A. DAITAO, PhD-TM**  
Director, PDAS

  
**RAQUEL A. TIANGA**

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



Republic of the Philippines

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ACKNOWLEDGMENT

**BEFORE ME**, this 25 day of MAR 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 ROWELA T. ARTIEDA	DRIVER'S LICENSE F12-10-001517	ILOILO CITY	FEB. 12, 2024

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

This instrument, which refers to a **RELOCATION AND REPIPING OF PLUMBING SYSTEM AT STUDENTS SERVICES BUILDING – EPA**, 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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Series of 2025

Atty.  
**ATTY. LUZERMINDA A. CALMORIN**  
NOTARY PUBLIC  
ROLL NO. 295345-15-79  
TIN NO. 128-157-769  
PTR NO. 8806976 1-2-2025  
IBP NO. 1315 12-26-2024  
MCLE COMP. NO. V-0008120  
REG. NO. 110  
DATE OF COMMISSION 01.07.25 TO 12-30-26  
CITY AND PROVINCE ILOILO