

CONTRACT AGREEMENT

MAY 23 2025

This AGREEMENT, made this _____ day of _____, _____ 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

CIDCLYDE BUILDERS AND CONSTRUCTION SUPPLIES with office address at Lot 35 Blk. 5, Ledesco Village, Brgy. Tabuc Suba, La Paz, Iloilo City, Philippines, herein represented by its owner, **MS. CILIA L. LIGASAN**, (hereinafter referred to as the "CONTRACTOR".

WITNESSETH: THAT -

WHEREAS, ISAT U has programmed the **IMPROVEMENT OF UNIVERSITY GUIDANCE CENTER** (hereinafter referred to as the "WORKS") located at ISAT U Main Campus, Burgos St., La Paz, Iloilo City.

WHEREAS, ISAT U through its Bids and Awards Committee (BAC), posted the Request for Quotation (RFQ) No. SVP 2025-033 on the ISAT U and PhilGEPS websites, as well as on the ISAT U Bulletin Boards, continuously for at least three (3) days, starting March 4, 2025 to March 10, 2025 for the WORKS 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* (RA 9184 and its 2016 RIRR), with Approved Budget for the Contract (ABC) of **Three Hundred Seventy Two Thousand Seven Hundred Ninety Six Pesos Only (Php 372,796.00)** as indicated in Job Request No. SVP-2025-033.

WHEREAS, in BAC Resolution No.178s. 2025 dated April 15, 2025 the BAC recommended to the Head of the Procuring Entity (HOPE) thru the University President to award the contract to the **CONTRACTOR**;

WHEREAS, on April 28, 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:

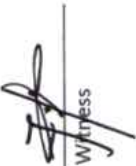
- Bidding Documents / Request for Quotation (RFQ)*
- Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;*
- Performance Security;*
- Notice of Award of Contract;*
- Other contract documents that may be required 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; and
f. RA 9184 and its 2016 RIRR, as amended

ARTICLE II
(Program of Works)

Project Title: **IMPROVEMENT OF UNIVERSITY GUIDANCE CENTER**
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 IMPROVEMENT OF UNIVERSITY GUIDANCE CENTER as per Program of Works, Detailed Estimates, Plans and Specifications.		Contract Duration:		60 Calendar Days	
		Technical Personnel Needed		Project Architect/ Engineer, Safety Officer and first Aider, Foreman, Skilled and Unskilled Laborers	
Item No.	SCOPE OF WORK	QTY	UNIT	UNIT COST	AMOUNT
I	GENERAL REQUIREMENTS Includes Temporary facilities (Electricity and Water, Safety and Health Requirements)	1	lot	8,560.00	8,560.00
II	EXISTING CONDITIONS Includes Demolition/Removal of existing structures, existing devices; Clearing and Hauling of debris, excess and salvage materials and transfer of existing equipment to ISAT U storage facility)	1	lot	12,200.00	12,200.00
III	SITWORKS Include Supply of necessary materials, labor and equipment for Mobilization, Site Clearing, Layout and Demobilization including Hauling of debris as specified in the POW, DE, Plans and Specifications	1	lot	10,858.00	10,858.00
IV	CONCRETE WORKS Includes supply of necessary materials, labor and equipment for the concrete topping/plastering of concrete surfaces to be chipped as specified in the POW, DE, Plans and Specifications.	1	lot	24,496.99	24,496.99
V	WOOD, PLASTICS AND COMPOSITES Includes supply of necessary materials, labor and equipment for Partitions as specified in the POW, DE, Plans and Specifications	1	lot	68,556.68	68,556.68
VI	OPENINGS/DOORS, WINDOWS AND GLAZING Includes supply of necessary materials, labor and equipment for Doors and Glass Partitions as specified in the POW, DE, Plans and Specifications	1	lot	151,749.90	151,749.90
VII	FINISHES Includes supply of necessary materials, labor and equipment for Cement Plaster Finishes; Painting of Interior Concrete, Dry wall and Wood Surfaces; Floor Tile works; Aluminum Composite Panel Cladding as specified in the POW, DE, Plans and Specifications	1	lot	93,580.95	93,580.95
Total Project Cost					370,002.52


Witness


CILIA L. GILASAN
Owner


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


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


SAMMY A. DAITAO, PhD-TM
Director, PDAS

Breakdown of Project Cost:		
Direct Cost	Total Material Cost	164,074.00
	Total Labor Cost	102,692.00
	Total Equipment Cost (Including Fuel, Oil and Lubricants)	34,000.00
	Total Direct Cost	300,766.00
Indirect Cost	O.C.M. and Profit	46,824.90
	Tax	22,411.62
	Total Indirect Cost	69,236.52
Total Project Cost		370,002.52
Note: Please see attached detailed program of works as per Bid Evaluation evaluated and prepared by the TWG and certified correct by the BAC.		

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 **Three Hundred Seventy Thousand Two Pesos and Fifty-Two Centavos (PhP370,002.52)** or such other sums as may be ascertained, **CONTRACTOR** agrees to the **IMPROVEMENT OF UNIVERSITY GUIDANCE CENTER** 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**.

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 **CONTRACTOR** 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)**

**CIDCLYDE BUILDERS AND
CONSTRUCTION SUPPLIES
(CONTRACTOR)**

By:


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

By:


CILIA L. LIGASAN
Owner

WITNESSETH:


SAMMY A. DAITAO, PhD-TM
Director, PDAS


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

Republic of the Philippines

ACKNOWLEDGMENT

BEFORE ME, this ____ day of MAY 23 2025, in ALBANY,
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 CILIA L. LIGASAN			

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 **IMPROVEMENT OF UNIVERSITY GUIDANCE CENTER**, 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. JEMEDIO S. PRADO JR.
NOTARY PUBLIC FOR THE CITY AND PROVINCE
OF ILOILO UNTIL DECEMBER 31, 2025
IBP NO. 492367, 1/22025, FAGIG CITY
PTR NO. 8795239, 1/22025, ILOILO CITY,
NOT. REG. NO. 14, ROLL NO. 25533
MCLE ALL UNTIL 4/14/2028, NO. 0073684
TIN 117-355-747
MEZZA 2ND FLOOR RED PLAZA BUILDING
J.M. ALBERT, ILOILO CITY 0970 324 77 12