

CONTRACT AGREEMENT

This AGREEMENT, made this \_\_\_\_\_ day of JUN 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

**D' X-MEN BUILDERS CORPORATION** with office address at CJN Building Salazar Street, Brgy. 6, San Jose, Antique, Philippines, herein represented by its Authorized Managing Officer, **MR. ARISTOTLE S. PANDONGAN** (hereinafter referred to as the "CONTRACTOR").

WITNESSETH: THAT -

**WHEREAS, ISAT U** has programmed the **CONSTRUCTION OF UNIVERISTY LANGUAGE CENTER** (hereinafter referred to as the "WORKS") with Project Reference No. ISAT U INFRA 2025-01-003;

**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 February 05, 2025 to February 24, 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 Five Hundred Thousand Pesos Only (Php 1,500,000.00)**, inclusive of applicable taxes, as indicated in Purchase Request No. PB-2025-028;

**WHEREAS**, in BAC Resolution No. 180 s. 2025 dated April 3, 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 April 21, 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;*



Authorized Representative

ARISTOTLE S. PANDONGAN  
Authorized Managing Officer

- 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: CONSTRUCTION OF UNIVERSITY LANGUAGE CENTER  
Location: ISAT U - Iloilo City Campus, La Paz, Iloilo City

GABRIEL M. SALUSTRE JR., PEE, DIT  
SUC President-III

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

SAMMY A. DAÍAO, PhD-TM  
Director, PDAS

Project Description:		Implementation Mode:			Lump Sum Contract	
To supply necessary materials, labor and technical supervision for the CONSTRUCTION OF UNIVERSITY LANGUAGE CENTER at Mezzanine Floor, University Library, ISAT U Iloilo City Campus as per scope of works, plan and specifications		Contract Duration:			60 Calendar Days	
		Technical Personnel Needed			Project Architect/ Engineer/Foreman	
Ite m No.	SCOPE OF WORK	% WT	QTY	UNIT	UNIT COST	AMOUNT
I.	GENERAL REQUIREMENTS. (Including Testing and Commissioning of electrical and plumbing, Sign and Seal of Plans, Final Inspection Certificates and Completion, As-built plans (Architectural, Structural, Electrical, Sanitary/Plumbing and Electronics.)	10.52%	1	lot	130,000.00	130,000.00
II	EXISTING CONDITIONS - DISMANTLING, REINSTALLATION, AND HAULING. (Removing and reinstalling existing tongue-and-groove flooring and wood joists affected by construction activities.)	5.06%	1	lot	62,500.00	62,500.00
III	CONCRETE AND MASONRY WORKS. (Includes concrete works and wall plastering in Toilet as specified in the POW, BOQ, Plans and Specifications.)	2.36%	1	lot	29,137.50	29,137.50
IV	CARPENTRY (Includes supply and installation of partition walls and ceiling as specified in POW, BOQ, Plans and Specifications.)	21.57%	1	lot	266,560.00	266,560.00
V	DOORS AND WINDOWS (Supply and installation of doors and windows as specified in the POW, BOQ, Plans and Specifications.)	5.52%	1	lot	68,250.00	68,250.00
VI	FINISHES (Painting of interior walls, ceiling, steel works, and wooden door, along with touch-up painting of areas affected by demolition. Installation of cladding materials and tile work as specified in the POW, BOQ, Plans and Specifications.)	15.37%	1	lot	189,907.55	189,907.55



VII	<b>ELECTRICAL</b> (Installation of electrical systems as specified in the plan, including the provision and placement of circuit breakers, conduit pipes and wiring for air conditioning units as specified in the POW, BOQ, Plans and Specifications.)	13.26%	1	lot	163,835.00	163,835.00
VIII	<b>PLUMBING</b> (Supply and Installation of Plumbing pipes and fixtures as specified in the POW, BOQ, Plans and Specifications.)	5.43%	1	lot	67,112.50	67,112.50
IX	<b>ELECTRONICS</b> (Supply, Installation, Labor & Engineering including Termination, Testing, & commissioning as specified in the POW, BOQ, Plans and Specifications.)	20.91%	1	lot	258,387.50	258,387.50
<b>Total Project Cost</b>		100.00 %				<b>1,235,690.05</b>
<b>Breakdown of Project Cost:</b>						
<b>Direct Cost</b>	<b>Materials</b>					<b>596,108.60</b>
	<b>Labor Cost</b>					<b>162,114.65</b>
	<b>Engineering, including Termination, Testing &amp; Commissioning</b>					<b>166,912.50</b>
	<b>Total Direct Cost</b>					<b>925,135.75</b>
<b>Indirect Cost</b>	<b>O.C.M. and Profit</b>					<b>111,770.36</b>
	<b>Tax</b>					<b>198,783.94</b>
<b>Total Project Cost</b>					<b>PhP1,235,690.05</b>	

**ARTICLE III**  
(Completion Time)

The **CONTRACTOR** shall perform and complete all the works specified in the Agreement within **NINETY (90) 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 Two Hundred Thirty Five Thousand Six Hundred Ninety Pesos and Five Centavos Only (PhP1,235,690.05)** or such other sums as may be ascertained, **CONTRACTOR** agrees to **CONSTRUCTION OF UNIVERSITY LANGUAGE 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

Authorized Representative

ARISTOTLE S. PANDONGAN  
Authorized Managing Officer

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

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

SAMMY A. DAITAO, PhD-TM  
Director, PDAS

**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 **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)**

**D' X-MEN BUILDERS  
CORPORATION (CONTRACTOR)**

By:

By:

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

**ARISTOTLE S. PANDONGAN**  
Authorized Managing Officer

WITNESSETH:

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

HANZ LISTER F N/AIG

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



Republic of the Philippines

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ACKNOWLEDGMENT

BEFORE ME, this \_\_\_\_\_ day of 19 JUN 2025, in CITY OF ILOILO, 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 ARISTOTLE S. PANDONGAN	<u>PRC KARE</u>	<u>Iloilo City</u>	<u>1-10-96</u>

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 **CONSTRUCTION OF UNIVERSITY LANGUAGE 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.

Doc No. 400 ;  
Page No. 51 ;  
Book No. 1 ;  
Series of 1015 .

  
**ATTY. RUBY ANN C. CABAYAO**  
NOTARY PUBLIC  
REG. No. 12, 01-07-25  
FOR THE CITY & PROVINCE OF ILOILO  
UNTIL DECEMBER 31, 2025  
PTR NO. 830808, 01-02-2005  
IDP NO. 497714, 01-04-2005  
ATTORNEY ROLL NO. 73157  
MCLE Compliance No. VBI-0512435  
Surburst Centre corner JKR Bank SL City Proper, Iloilo City