

CONTRACT AGREEMENT

This AGREEMENT, made this _____ day of JUN 23 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

MJ BARCELONA CONSTRUCTION AND SUPPLY with office address at #259 Ground Floor, Casa Barcelona Building, Evangelical Village, Barangay Sambag, Jaro, Iloilo City, Philippines, herein represented by its owner, **MS. MARY JEAN F. BARCELONA** (hereinafter referred to as the "CONTRACTOR".

WITNESSETH: THAT -

WHEREAS, ISAT U has programmed the **COMPLETION OF REHABILITATION OF CIVIL TECHNOLOGY BUILDING** (hereinafter referred to as the "WORKS") with Project Reference No. ISAT U INFRA 2025-01-004;

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 11, 2025 to March 3, 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 **Forty Two Million Four Hundred Ninety Nine Thousand Pesos Only (Php 42,499,000.00)**, inclusive of applicable taxes, as indicated in Purchase Request No. PB-2025-029;

WHEREAS, in BAC Resolution No. 160 s. 2025 dated April 8, 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 May 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:

- i. *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*
- ii. *Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;*
- iii. *Performance Security;*
- iv. *Notice of Award of Contract;*

[Signature]
Authorized Representative

[Signature]
Owner

[Signature]
SUC President III

[Signature]
VP for Administration and Finance

[Signature]
Director, PDAS

- v. 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;
- vi. 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
- vii. RA 9184 and its 2016 RIRR, as amended

ARTICLE II
(Program of Works)

Project Title: COMPLETION OF REHABILITATION OF CIVIL TECHNOLOGY BUILDING
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 COMPLETION OF REHABILITATION OF CIVIL TECHNOLOGY BUILDING, ISAT U, Iloilo City Campus as specified in the POW, BOQ, Plans and Specifications.		Contract Duration		330 Calendar Days	
		Technical Personnel Needed		Project Architect/ Engineer, Foreman	
Item No.	SCOPE OF WORK	QTY	UNIT	UNIT COST	AMOUNT
I.	GENERAL REQUIREMENTS Includes Temporary facilities, Water and Electricity, Safety and Health Requirements, Professional Fees and Permits including Testing and Commissioning of Installed equipments (Sign and Seal of Plans, Final Inspection Certificates and Completion, Occupancy Permits, As-built plans (Architectural, Structural, Electrical, Sanitary/Plumbing, Mechanical and Electronics) and Testing of materials.	1	lot	1,066,257.28	1,066,257.28
II	EXISTING CONDITIONS (Clearing of Existing Site, Removal of Temporary Stair Roofs and Transfer of Recovered Materials to Storage Facility)	1	lot	372,000.00	372,000.00
III	CONCRETE WORKS Includes supply of necessary materials, labor and equipment for the concreting of 2nd floor to Loft Columns, Beams, Slabs, Counters, Stairs, Canopies and Pre-cast Reinforced Decorative Concrete Panels as specified in the POW, BOQ plans and Specifications including Reinforcing Steel Bars and Formworks.	1	lot	11,426,682.86	11,426,682.86
IV	MASONRY WORK Includes supply of necessary materials, labor and equipment for laying or installation of CHB on exterior and interior walls/ partitions with size and thickness as specified in the POW, BOQ, Plans and Specifications including Reinforcing Steel Bars, Cement Plastering, Grout and Mortar.	1	lot	2,369,072.35	2,369,072.35
V	METALS Steel Roof Framing, Stair Handrails and Railings, Louvers, Etc. as specified in the POW, BOQ, Plans and Specifications.	1	lot	4,188,968.00	4,188,968.00


JUNE MUE
Authorized Representative


MARY JEAN F. BARGELONA
Owner


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


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


SAMMY A. DAITAO, PhD-TM
Director, PDAS

VI	THERMAL & MOISTURE PROTECTION Includes supply of necessary materials, labor and equipment for Roofing and Insulation as specified in the POW, BOQ, Plans and Specifications.	1	lot	1,041,544.02	1,041,544.02
VII	CARPENTRY Includes supply of necessary materials, labor and equipment for Ceilings as specified in the POW, BOQ, Plans and Specifications	1	lot	2,531,135.70	2,531,135.70
VIII	OPENINGS/DOORS, WINDOWS AND GLAZING Includes supply of necessary materials, labor and equipment for Doors and Windows as specified in the POW, BOQ, Plans and Specifications	1	lot	2,836,376.62	2,836,376.62
IX	FINISHES Includes supply of necessary materials, labor and equipment for Painting of exterior and interior walls and ceiling; Floor, Wall and Countertop Granite Slab and tilework as specified in the POW, BOQ, Plans and Specifications	1	lot	4,539,989.94	4,539,989.94
X	ELECTRICAL WORK 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 and elevator as specified in the POW, BOQ, Plans and Specifications.	1	lot	3,286,465.00	3,286,465.00
XI	PLUMBING Supply and Installation of Plumbing pipes and fixtures as specified in the POW, BOQ, Plans and Specifications.	1	lot	2,117,697.92	2,117,697.92
XII	Mechanical Includes supply of necessary materials, labor and equipment for Fire Suppression System and Heating, Ventilation and Airconditioning System (HVAC) as specified in the POW, BOQ, Plans and Specifications	1	lot	3,503,892.29	3,503,892.29
XIII	Electronics Supply, Installation, Labor & Engineering including Termination, Testing, & commissioning as specified in the POW, BOQ, Plans and Specifications.	1	lot	924,672.96	924,672.96
XIV	SPECIALTY Includes supply of necessary materials and labor for toilet cubicles as specified in the POW, BOQ, Plans and Specifications	1	lot	262,018.94	262,018.94
Total Project Cost					40,466,773.87
Breakdown of Project Cost:					
Direct Cost	Total Material Cost	23,844,441.50			
	Total Labor Cost	7,588,533.47			
	Equipment Cost/Rental (including Fuel & Lubricants)	1,201,520.07			
	Total Direct Cost	32,634,495.03			
Indirect Cost	O.C.M. and Profit	4,568,829.33			
	Tax	3,263,449.51			
	Total Indirect Cost	7,832,278.84			
Total Project Cost					40,466,773.87

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 **Three Hundred Thirty (330) 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 **Forty Million Four Hundred Sixty-Six Thousand Seven Hundred Seventy-Three Pesos and Eighty-Seven Centavos Only (PhP40,466,773.87)** or such other sums as may be ascertained, **CONTRACTOR** agrees to the **COMPLETION OF REHABILITATION OF CIVIL TECHNOLOGY BUILDING** 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**.


JMW
Authorized Representative


MARY JEAN F. BARCELONA
Owner


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


RUSS ALLEN B. NAPUD, DIT
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.

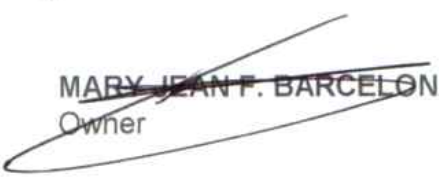
**ILOILO SCIENCE AND TECHNOLOGY
UNIVERSITY (ISAT U)**

**MJ BARCELONA
CONSTRUCTION AND SUPPLY
(CONTRACTOR)**

By:

By:


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


MARY JEAN F. BARCELONA
Owner

WITNESSETH:


SAMMY A. DATSO, PhD-TM
Director, PDAS


JIMMIE M. L. DORCE


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

Republic of the Philippines
_____: S.S
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ACKNOWLEDGMENT

BEFORE ME, this ____ day of JUN 23 2025, in _____, 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	ID NUMBER 04-0232	ISAT UNIVERSITY, ILOILO CITY	05 August 2023
2 MARY JEAN F. BARCELONA	245-977-947	ILOILO CITY	NOVEMBER 13, 2009

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 COMPLETION OF REHABILITATION OF CIVIL TECHNOLOGY BUILDING, consisting of 6 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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ATTY. ELMER R. CAMARIS II
NOTARY PUBLIC
UNTIL DECEMBER 31, 2026
NOTARIAL COMMISSION NO. 39
LACSON BUILDING, CAKASANZ STREET,
PLAZA LIBERTAD, ILOILO CITY
IBP NO. 463369/07/25/2024/PASIG CITY
PTR NO. 8808952/01/02/2025/ILOILO CITY
ROLL NO. 33945-MCLE NO. VIII-00037
VALID UNTIL 4-14-2029