

**CONTRACT AGREEMENT**

01 OCT 2024

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 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, represented herein by **DR. GABRIEL M. SALISTRE, JR.**, in his capacity as SUC President III (hereinafter called the "ISAT U") and the **ALPHA CENTAURI ELECTRICAL SERVICES, INC.** with office address at #34 Muelle Loney St., Iloilo City, Philippines represented by its President, **ENGR. ERWIN U. QUE** (hereinafter referred to as the "CONTRACTOR").

**WHEREAS**, ISAT U through its Bids and Awards Committee (BAC), posted the Request for Quotation (RFQ) No. SVP-2024-140 on the ISAT U and PhilGEPS websites and at a conspicuous place within the premises of the University, continuously, starting from July 17, 2024 to July 23, 2024, with an Approved Budget for the Contract (ABC) of Nine Hundred Eighty Thousand Pesos (Php 980,000.00) only as indicated in the Purchase Request No. SVP-2024-140;

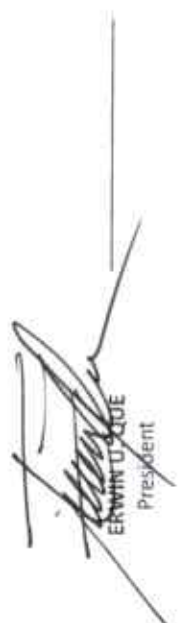
**WHEREAS**, the Entity is desirous that the Contractor execute the **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF POWER SUPPLY REQUIREMENTS FOR CEA LABORATORY EQUIPMENT** (hereinafter called "the Works") located at ISAT U, Burgos St., La Paz, Iloilo City;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, that parties agree as follows;

**ARTICLE I**  
(Program of Works)

<b>Project Description:</b>		Implementation Mode:	Lumpsum Contract
Electrical Supply, Installation, Testing and Commissioning of the following		Contract Duration:	17 calendar days
		Equipment Needed	As required necessary
		Technical Personnel needed	Electrical Engr., Qualified Technicians
Item no.	SCOPE OF WORK	Amount	
Item No. 01	Grounding System Works	22,797.40	
Item No. 02	MDP Installation Works (Circuit Breakers, Feeder Conductors and Other Accessories)	100,505.00	
Item No. 03	Distribution Panelboards for 3 nos. laboratory rooms including their feeder and wiring installation	467,288.10	
Item No. 04	Safety and Security	4,000.00	
<b>TOTAL</b>		<b>594,590.50</b>	
BREAKDOWN OF PROJECT COST			
<b>Direct Cost</b>	Total Materials Cost	594,590.50	
	Total Equipment Cost	20,388.00	
	Total Labor Cost	102,765.00	
	Total Direct Cost	<b>717,743.50</b>	
<b>Indirect Cost</b>	O.C.M. Cost	43,065.00	
	Profit	64,597.00	
	Tax	50,242.00	
<b>Total Project Cost</b>		<b>875,647.50</b>	

Note: Please see Bill of Quantities as evaluated and approved by the TWG.

  
ERWIN U. QUE  
President

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

  
RUSS ALLEN B. NAPUD, D.I.T.  
VP for Administration and Finance

  
SAMMY A. DAITAO, PRD-TM  
Director, PDAS

**ARTICLE II**  
(Completion Time)

The **CONTRACTOR** shall perform and complete all the works specified in the contract within **SEVENTEEN (17) Calendar Days** from the date of receipt of the Notice to Proceed.

**ARTICLE III**  
(Contract Amount)

In consideration for the lump sum contract of **EIGHT HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED FORTY SEVEN PESOS AND FIFTY CENTAVOS (PHP 875,647.50) ONLY** or such other sums as may be ascertained, **CONTRACTOR** agrees to enter into a contract with **ISAT U** for the **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF POWER SUPPLY REQUIREMENTS FOR CEA LABORATORY EQUIPMENT** in accordance with its quotation.

The **ISAT U** agrees to pay the above-mentioned sum in accordance with the terms of the quotation.

**ARTICLE IV**  
(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** undertakes at its own expense to 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 contract. 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 V**  
(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 contract, 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 Contract and/or collect such liquidated damages from

  
ERWIN M. QUE  
President

  
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



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 Contract, **ISAT U** may rescind this Contract, without prejudice to other courses of action and remedies open to **ISAT U**.

**ARTICLE VI**  
(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 contract shall be settled in accordance to Rule XVIII (Settlements of Disputes) under the revised IRR of RA 9184.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.


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

**ALPHA CENTAURI ELECTRICAL  
SERVICES, INC.**

By:


By:

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

  
**ENGR. ERWIN U. QUE**  
President

**WITNESSETH:**

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

  
**MERYLL MAY A. CANTILLAN**

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

REPUBLIC OF THE PHILIPPINES:  
CITY OF ILOILO : S.S  
X-----X

ACKNOWLEDGMENT

Before me, a Notary Public, in the City of Iloilo, this 1<sup>st</sup> day of October, 2024 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>04-0232</u>	<u>ISAT U, La Paz, Iloilo City</u>	<u>05 August 2023</u>
2 ENGR. ERWIN U. QUE	<u>271</u>	<u>ILOILO CITY</u>	

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

The instrument consists of four (4) pages including this page wherein this acknowledgement is written 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.

Notary Public

*[Handwritten Signature]*

**NOTARY PUBLIC**  
**IGMEDIUS S. ARDUN JR.**  
 NOTARY PUBLIC FOR THE CITY AND PROVINCE OF ILOILO  
 EXPIRES UNTIL 12/31/2025  
 PNP NO. 0698 / 1/2/2024 PASIG CITY  
 PRR NO. 8419185 / 1/2/2024 ILOILO CITY  
 NOT. REG. NO. 14 / ROLL NO. 25533  
 EXPIRES UNTIL 9/14/2025 NO. 00967  
 TIN: 117 - 355 - 747  
 MEZZANINE FLOOR, RED PLAZA BUILDING  
 1M BASA ST., ILOILO CITY (033) 826 48 67

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 Series of 2024 :