

### CONTRACT AGREEMENT

OCT 28 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 JGC CONSTRUCTION with office address at Unit F, Marv's Vidal Apartment, Caprecho 2, Brgy. Tanque, Roxas City, Capiz, Philippines represented by its Onwer, JULIET G. CEDIÑO (hereinafter referred to as the "CONTRACTOR").

*[Signature]*  
Authorized Representative

WHEREAS, the Entity is desirous that the Contractor execute the RENOVATION AND IMPROVEMENT OF CAS OFFICE (hereinafter called "the Works") and the Entity has accepted the Bid of One Million One Hundred Seventy Four Thousand Five Hundred Fifty Three Pesos and Ninety Eight Centavos (PhP 1,174,553.98) Only by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

*[Signature]*  
Owner

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs);
    1. Drawings/Plans;
    2. Specifications;
    3. Bill of Quantities;
    4. General and Special Conditions of Contract;
    5. Supplemental or Bid Bulletins, if any;
  - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - c. Performance Security;
  - d. Notice of Award of Contract and the Bidder's conforme thereto;
  - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. 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.

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

*[Signature]*  
RUSS ALLEN B. NAPUD, DIT  
VP for Administration and Finance

*[Signature]*  
SAMMY A. DAITAO, PhD-TM  
Director, PDAS

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

ARTICLE I  
(Program of Works)

Item No.	SCOPE OF WORK	% weight	Qty	Unit	Unit Cost	Amount	
I	GENERAL REQUIREMENTS	2.90	1.00	lot	34,020.00	34,020.00	
II	CONCRETE WORKS	13.68	1.00	lot	160,630.60	160,630.60	
III	METAL WORKS	7.02	1.00	lot	82,473.37	82,473.37	
IV	WOODS, PLASTICS AND COMPOSITES	7.71	1.00	lot	90,553.91	90,553.91	
V	THERMAL AND MOISTURE PROTECTION	4.44	1.00	lot	52,183.67	52,183.67	
VI	DOORS, WINDOWS AND GLASS PARTITIONS	14.71	1.00	lot	172,719.54	172,719.54	
VII	FINISHES	26.13	1.00	lot	306,853.81	306,853.81	
VIII	PLUMBING	5.11	1.00	lot	59,969.27	59,969.27	
IX	ELECTRICAL	10.12	1.00	lot	118,834.13	118,834.13	
X	ELECTRONICS	6.73	1.00	lot	78,991.46	78,991.46	
XI	MECHANICAL	1.47	1.00	lot	17,324.22	17,324.22	
	<b>TOTAL</b>	100%			1,174,553.98	1,174,553.98	
<b>Direct Cost</b>					<b>Total Materials Cost</b>		717,611.57
					<b>Total Labor Cost</b>		260,242.23
					<b>Total Direct Cost</b>		977,853.80
<b>Indirect Cost</b>					<b>O.C.M. and Profit</b>		140,769.04
					<b>Tax</b>		55,931.15
<b>TOTAL PROJECT COST</b>							1,174,553.98

ARTICLE II  
(Completion Time)

The CONTRACTOR shall perform and complete all the works specified in the contract within **ONE HUNDRED TWENTY (120) CALENDAR DAYS** which will commence ten (10) days upon receipt of the Notice to Proceed.

ARTICLE III  
(Contract Amount)

In consideration for the lump sum contract of **One Million One Hundred Seventy Four Thousand Five Hundred Fifty Three Pesos and Ninety Eight Centavos (PhP 1,174,553.98) Only** or such other sums as may be ascertained, CONTRACTOR agrees to an **RENOVATION AND IMPROVEMENT OF CAS OFFICE** in accordance with its Bid.

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

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.

Authorized Representative

*J. Cedeno*  
JULIET G. CEDIÑO  
Owner

*G. Salistre*  
GABRIEL M. SALISTRÉ, JR, PEE, DIT  
SUC President-III

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

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



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

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 Agreement to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.

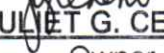
ILOILO SCIENCE AND TECHNOLOGY  
UNIVERSITY (ISAT U)

JGC CONSTRUCTION

By:

By:

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

  
JULIET G. CEDIÑO  
Owner

WITNESSETH:

  
SAMMY A. DAITAO, PhD-TM  
Director, PDAS

  
RUSS ALLEN B. NAPUD

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

REPUBLIC OF THE PHILIPPINES:  
CITY OF **Roxas City** : S.S  
X-----X

ACKNOWLEDGMENT

Before me, a Notary Public, in the City of **Roxas City**, this 28 day of \_\_\_\_\_, 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	04-0232	ISAT U, La Paz, Iloilo City	05 August 2023
2 JULIET G. CEDIÑO	0033-2679963-D	Taytay Rizal	

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.

  
**GLADYS GAY B. PAGULONG**  
 Notary Public for and in the City of Roxas  
 and the Municipal Judicial District of Capiz  
 of the Court in the First Judicial District of Capiz  
 NOT. COM NO. 08-24 until 31 Dec 2025  
 Roll of Attorney's No. 75757  
 Admitted: May 6, 2022  
 PTR No. 8139602, 06 December 2023, Roxas City  
 IBP No. 324153; December 2, 2023  
 MCLE Compliance No. VIII-0004004; April 14, 2023  
 THE LAW FIRM OF ATTY. ORLANDA B. LUMAWAG & ASSOCIATES  
 San Jose St., Roxas City  
 Contact Nos. (036) 6212-420/09283407568  
 Email address: gladysgay.pagulong@gmail.com

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