

CONTRACT AGREEMENT

THIS AGREEMENT, made this 2ND day of DECEMBER, 2024 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 **HORTINELA CONSTRUCTION AND SUPPLY** with office address at P.D. Monfort North (Lublub), Dumangas, Iloilo Philippines represented by its Owner, **MS. DULCE D. HORTINELA** (hereinafter referred to as the "CONTRACTOR").

WHEREAS, ISAT U is desirous that the **CONTRACTOR** execute the **UPGRADING OF N-BUILDING MAIN FEEDER – LOT 1**, hereinafter called "the Works", and ISAT U has accepted the Bid of **Five Hundred Thirty Seven Thousand Two Hundred Eighteen Pesos and Seventy Five Centavos Only (PhP 537,218.75)** by the **CONTRACTOR** with Project Reference No. **ISAT U INFRA 2024-06-008** for the execution and completion of such Works and the remedying of any defects therein.

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.**

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

NINA J. SUMERAG
 NINA J. SUMERAG
 Authorized Representative

Dulce D. Hortinela
 DULCE D. HORTINELA
 Owner

Gabriel M. Salistre Jr.
 GABRIEL M. SALISTRE JR., PEE, DIT
 SUC President III

Russ Allen B. Napud
 RUSS ALLEN B. NAPUD D.I.T.
 VP for Administration and Finance

Sammy A. Daitao
 SAMMY A. DAITAO, PhD-TM
 Director, PDAS

**ARTICLE I
(Program of Works)**

PROJECT: UPGRADING OF N-BUILDING MAIN FEEDER
 Project Reference: ISAT U INFRA 2024-06-008
 Location: ISAT U – La Paz Campus, La Paz, Iloilo City

[Signature]
NINA D. SUMERGIPO
 Authorized Representative

[Signature]
DULCE D. HORTINELA
 Owner

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

[Signature]
RUSS ALLEN B. NAPUD D.I.T.
 VP for Administration and Finance

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

				Implementation Mode	Lump Sum Contract		
Supply, Installation, Testing & Commissioning of Main Feeder Conductor of N- Building with Ancillary Works				Project Duration	60 Calendar Days		
				Equipment Needed	Listed in the Bidding Document		
				Technical Personnel	Electrical Engineer, Qualified Technician		
Item	Scope of Work	% Weight	QTY.	Unit	Unit Price	Total Amount	
1	Supply, installation, testing and commissioning of the following:						
1.1	3- 150mm ² COPPER THWN-2 INSULATED MAIN FEEDER CONDUCTOR, COMPLETE WITH SECONDARY RACK AND SPOOLS	40.08%	1.00	Lot	215,312.50	215,312.50	
1.2	60mm ² ACSR MESSENGER OVERHEAD CONDUCTOR, COMPLETE WITH ANCHOR, FASTENING CLIPS, AND HEAVY-DUTY CABLE TIES	19.32%	1.00	Lot	103,781.25	103,781.25	
1.3	TERMINATION OF FEEDER CONDUCTORS AT BOTH ENDS (SERVICE ENTRANCE, ENCLOSED C.B., AND TAPPING POINT), COMPLETE WITH CONNECTORS AND ACCESSORIES	10.47%	1.00	Lot	56,250.00	56,250.00	
1.4	POWER PANELBOARD, SURFACE MOUNTED, OUTDOOR, 230V, 3PH, 60HZ, 3 WIRES + GROUND, 18HOLES, 100AT/125AF, 3P, 18KAIC, BRANCHES: 3NOS.- 40AT/60AF, 2P MCB; 15NOS.- 30A/60AF, 2P MCB	8.14%	1.00	Lot	43,750.00	43,750.00	
1.5	POWER SUPPLY CONDUCTORS FROM PANELBOARD TO SAFETY POWER SWITCHES, 2-5.5mm ² THHN CU. + 5.5mm ² THHN CU. (G) IN 25mm Ø PVC CONDUIT	13.03%	1.00	Lot	70,000.00	70,000.00	
1.6	TESTING AND COMMISSIONING OF FEEDER CONDUCTOR AND POWER SUPPLY	8.96%	1.00	Lot	48,125.00	48,125.00	
		100.00%					
TOTAL WORK ITEM COST:						₱537,218.75	
BREAKDOWN OF WORK ITEM COST							
DIRECT COST				Total Material Cost		305,625.00	
				Total Equipment Cost		35,000.00	
				Total Labor Cost		83,500.00	
				Total Direct Cost		424,125.00	
INDIRECT COST				O.C.M Cost and Profit		90,475.00	
				Tax		22,618.75	
TOTAL PROJECT COST						₱537,218.75	
<i>Note: Please see attached detailed program of works as per Bid Evaluation evaluated and prepared by the TWG and certified correct by the BAC.</i>							

**ARTICLE II
(Completion Time)**

The **CONTRACTOR** shall perform and complete all the works specified in the contract within **SIXTY (60) 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 **Five Hundred Thirty Seven Thousand Two Hundred Eighteen Pesos and Seventy Five Centavos Only (PhP 537,218.75)** or such other sums as may be ascertained, **CONTRACTOR** agrees to an **UGRADING OF N-BUILDING MAIN FEEDER – LOT 1** 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. 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**.


NINA D. SUMERGI DO
Authorized Representative


DULCE D. HORTINELA
Owner


GABRIEL M. SALISTR E 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


**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)**

By:


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

**HORTINELA CONSTRUCTION AND
SUPPLY**

By:


DULCE D. HORTINELA
Owner

WITNESSETH:


SAMMY A. DAITAO, PhD-TM
Director, PDAS


NINA B. SUMERGIDO


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 2ND day of DECEMBER, 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>ID NUMBER</u> <u>04-0232</u>	<u>ISAT</u> <u>UNIVERSITY</u> <u>ILOILO CITY</u>	<u>05 August</u> <u>2023</u>
2	DULCE D. HORTINELA	<u>P03-95-093542</u>	<u>LTD - ILOILO</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 Five (5) 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

Doc No. 187 :
Page No. 39 :
Book No. 8 :
Series of 2024 :

JEREMIAH A. ADORAL
Notary Public
City and Province of Iloilo
Notarial Comm. Reg. No. 283 until Dec. 31, 2024
Roll of Attorney's No. 84501
IBP Membership No. 343834
PTR No. 8358732 - Jan. 2, 2024 - Iloilo City
Date of Admission to the Bar: May 2, 2023
FMB Bldg., 7th Street, cor. National Road
Luzan Village, Buntang Iloilo, Iloilo City