

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 **RENOVATION OF CAFETERIA FUNCTION ROOM – LOT 2**, hereinafter called "the Works", and ISAT U has accepted the Bid of **Eight Hundred Twenty Three Thousand Two Hundred Fifty Six Pesos and Ninety One Centavos Only (PhP 823,256.91)** 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 D. EMERGIDO
 Authorized Representative


DULCE D. HORTINELA
 Owner


GABRIEL M. SALISTRE 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 I
(Program of Works)**

PROJECT: RENOVATION OF CAFETERIA FUNCTION ROOM – LOT 2
 Project Reference: **ISAT U INFRA 2024-06-008**
 Location: **ISAT U – La Paz Campus, La Paz, Iloilo City**

Project Description		Implementation Mode	Lump Sum Contract			
Provide the labor, materials, and technical supervision required for the ISAT University Function Room Retrofitting. Improve the function room interior design and aesthetics by adding energy-efficient lighting. This includes renting equipment, mobilizing workers, clearing and transporting construction waste materials off-site, and cleaning and hauling debris. Septic tank siphonage includes the tools needed to remove accumulated waste from the septic tank in a safe and efficient manner. (As per plan and specifications).		Project Duration	55 Calendar Days			
		Technical Personnel	Project/ Site Engineer/ Foreman / Electrical Engineer/ Master Electrician / Plumber			
Item	Scope of Work	% Weight	QTY	Unit	Unit Price	Total Amount
I	GENERAL REQUIREMENTS Delivery of materials, site clearing and preparation Safety requirements (PPE/ Safety warning and signages), Restoration of affected areas and clearing of debris. & Septic tank Siphonage It includes equipment requirement to safely and effectively remove accumulated waste from the septic tank, Identify and locate the septic tank, uncover access point safely.	4.78%	1	LOT	39,375.00	39,375.00
II	CONCRETE, MASONRY and PLASTERING WORKS Partition wall and lavatory counter at toilet	2.93%	1	LOT	24,135.30	24,135.30
III	TILE & STONE WORKS. Supply and installation of floor tiles, wall tiles and granite countertop (as per plan and specifications)	24.28%	1	LOT	199,905.30	199,905.30
IV	ELECTRICAL WORKS. To supply and install electrical wires, fixtures, panel board, switches, outlets and other necessary materials/devices needed to complete the work as per specified on plans and specifications.	27.47%	1	LOT	228,160.80	228,160.80
V	PLUMBING FIXTURES & PLUMBING LINES. Replacement of old fixtures and plumbing lines	5.70%	1	LOT	46,922.40	46,922.40
VI	SPECIALTY WORKS. Supply and installation of Mirror with backlights and PVC fluted panels at wall and ceiling including frames and other necessary materials to complete the work (as per plan and specifications.)	19.14%	1	LOT	157,538.30	157,538.30
VII	FENESTRATION. Supply and installation of doors and windows as per plans and specification.	1.41%	1	LOT	11,642.40	11,642.40
VIII	CEILING AND CARPENTRY WORKS. To replace old ceiling and installation of backing for WPC wall panels, as per plan and specifications	7.50%	1	LOT	61,757.04	61,757.04
IX	PAINTING WORKS. Painting of walls and newly installed ceiling	6.54%	1	LOT	53,819.77	53,819.77
		99.75%				
TOTAL WORK ITEM COST:						₱823,256.91
BREAKDOWN OF PROJECT COST						
DIRECT COST				Material Cost	459,320.00	
				Labor Cost	200,308.50	
				Total Direct Cost	650,628.50	
INDIRECT COST				O.C.M Cost and Profit	124,425.70	
				Tax	39,202.71	
TOTAL PROJECT COST						₱823,256.91

Note: Please see attached detailed program of works as per Bid Evaluation evaluated and prepared by the TWG and certified correct by the BAC.

[Signature]
 NINA P. SUMERGA-1DU
 Authorized Representative

[Signature]
 DULCE D. HORTINELA
 Owner

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

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

[Signature]
 SAMMY A. DAITAOY-PHD-TM
 Director, PDAS

**ARTICLE II
(Completion Time)**

The **CONTRACTOR** shall perform and complete all the works specified in the contract within **FIFTY-FIVE (55) 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 **Eight Hundred Twenty Three Thousand Two Hundred Fifty Six Pesos and Ninety One Centavos Only (PhP 823,256.91)** or such other sums as may be ascertained, **CONTRACTOR** agrees to an **RENOVATION OF CAFETERIA FUNCTION ROOM – LOT 2** 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
Authorized Representative


DULCE D. HORTINELA
Owner


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


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)**

**HORTINELA CONSTRUCTION AND
SUPPLY**

By:

By:


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


DULCE D. HORTINELA
Owner

WITNESSETH:


SAMMY A. DAITAO, PhD-TM
Director, PDAS


NINA D. SUMERGIDO


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

REPUBLIC OF THE PHILIPPINES:
CITY OF ILOILO : S.S
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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>PO3-95-093542</u>	<u>LTO- 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

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Book No. 8
Series of 2024

JEREMIAH ANDRADA
Notary Public
City and Province of Iloilo
Notarial Comm. Reg. No. 283 until Dec. 31, 2024
Roll of Attorney's No. 81501
IBP Membership No. 343334
PTR No. 8348732 - Jan. 2, 2024 - Iloilo City
Date of Admission to the Bar: May 2, 2023
FRB Bldg. - 7th Street, near National Road
Lawaan Village, Bantayang Jaro, Iloilo City