

# CONTRACT OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this SEP 09 2024 day of \_\_\_\_\_ 2024 in Bayombong, Nueva Vizcaya by and between:

The **NUEVA VIZCAYA STATE UNIVERSITY**, a government instrumentality, created by virtue of RA No. 9272, with principal office in Bayombong, Nueva Vizcaya, represented herein by the University President, **DR. WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **D & D Engineering Services, Co.**, with principal office in Angeles St., Pulong Buhangin, Sta. Maria, Bulacan represented herein by its President & General Manager, **MR. DANILO R. GIMENO**, hereinafter referred to as the **Contractor**;

## WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for the project **2024-06i: Improvement of Citrus Center for Bayombong Campus**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Contractor** to the aforesaid civil work;

WHEREAS, the **Procuring Entity** has issued the Notice of Award to the **Contractor** on August 19, 2024;

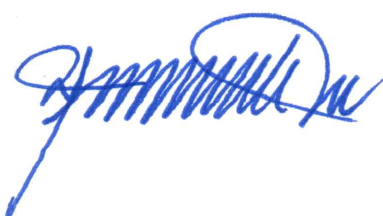
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

### I. Contract Price

The total contract price is **Four Million Four Hundred Twenty-Three Thousand Six Hundred Sixty-Two Pesos and 89/100 (Php4,423,662.89).**

### II. Expected date of Completion of Works: One Hundred Fifty (150) Calendar days upon receipt of Notice to Proceed.

It is therefore, mandatory on the part of the **Contractor** that the Works shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.



### III. Program of Work

The **Contractor** accepted the aforesaid amount as payment for the completion of works at the unit Bid stated below:

ITEM	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	AMOUNT
B.3 (1)	Permit and Clearances	1.00	LS	97,650.00	97,650.00
B.5 (1)	Project Billboard / Signboard	1.00	each	7,379.63	7,379.63
B.7 (1)	Occupational Safety and Health Program	1.00	LS	56,517.20	56,517.20
B.16 (1)	Recognition Plate/Project Marker	1.00	LS	44,100.00	44,100.00
B.26 (11)	Signages	1.00	LS	52,920.00	52,920.00
800(2)	Clearing and Grubbing	1.00	LS	7,938.00	7,938.00
803 (1)a	Structure Excavation	35.74	cu.m.	1,247.40	44,582.07
804 (1)a	Embankment from Structure Excavation	14.52	cu.m.	150.27	2,181.92
804(2)a	Embankment from Borrow	231.53	cu.m.	693.16	160,487.33
804(7)	Gravel Fill	2.40	cu.m.	1,977.41	4,745.78
807(1)	Site Development	1.00	LS	8,782.20	8,782.20
900(1)c2	Structural Concrete, Slab on Fill (Class A, 28 days)	85.48	cu.m.	5,040.00	430,819.20
902(1)a	Reinforcing Steel (Deformed), Grade 40	1,825.34	Kg	84.70	154,606.29
1001(6)	Catch Basin	21.00	each	1,866.88	39,204.48
1001(9)	Storm Drainage and Downspout	1.00	LS	111,195.00	111,195.00
1003(1)a1	Ceiling, Metal Frame, Fiber Cement Board	22.52	sq.m	714.24	16,084.68
1003(2)d	Wall, Aluminum Metal Cladding	70.65	sq.m.	2,005.74	141,705.53
1016 (1)a	Waterproofing, Cement Base	533.37	sq.m.	126.00	67,204.62
1016 (1)b	Waterproofing, Liquid Base	259.38	sq.m.	425.47	110,358.40
1018(1)	Glazed Tiles	681.31	sq.m.	1,306.58	890,186.01
1018(2)	Unglazed Tiles	388.25	sq.m.	1,306.58	507,279.68
1021(1)	Cement Floor Finish	553.83	sq.m.	281.46	155,880.99
1027(1)	Cement Plaster Finish	409.52	sq.m.	223.69	91,605.52
1032(1)a	Painting Works, Masonry/Concrete	2,058.48	sq.m.	394.50	812,070.36
1032(1)c	Painting Works, Steel	112.77	sq.m.	429.74	48,461.77
1036(1)a	Polycarbonate Sheets/Panels (Solid)	54.00	ln.m	4,876.63	263,338.02
1046(1)a1	100mm, CHB Load Bearing (incl. Reinforcing Steel)	62.91	sq.m	883.16	55,559.59
1046(1)a2	150mm, CHB Load Bearing (incl. Reinforcing Steel)	121.20	sq.m	1,337.58	162,114.69
1047(2)	Metal Structure	1.00	LS	67,453.87	67,453.87
1047(8)	Structural Steel - Roof Framing	1.00	LS	135,344.98	135,344.98
1051(1)a	Railings	1.00	LS	118,462.68	118,462.68
1100(10)	Conduits, Boxes & Fittings	1.00	LS	60,029.11	60,029.11
1101(33)	Wires and Wiring Devices	1.00	LS	109,620.00	109,620.00
1102(1)	Panelboard with Main & Branch Breakers	1.00	LS	4,882.50	4,882.50
1102(18)	Solar Panel with Inverter, Battery and Other Devices	1.00	LS	254,605.92	254,605.92
1103(1)	Lighting Fixtures and Lamps	1.00	LS	214,956.00	214,956.00
1200(14)	Ventilating System	1.00	LS	15,009.12	15,009.12
1201(1)	Water Pumping System	1.00	LS	111,384.00	111,384.00
1208(1)	Fire Alarm System	1.00	LS	108,309.60	108,309.60
<b>Project Cost:</b>					<b>5,745,016.74</b>
<b>Discount:</b>					<b>23%</b>
<b>Total Project Cost:</b>					<b>4,423,662.89</b>

#### IV. Scope of Contract

The following documents shall be deemed to form, be read and construed as part of this Contract:

- a. General and Special Conditions of Contract;
- b. Drawings/Plans;
- c. Specifications;
- d. Invitation to Bid;
- e. Instructions to Bidders;
- f. Bid Data Sheet;
- g. Addenda and/or Supplemental/Bid Bulletins, if any;
- h. 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;
- i. Eligibility requirements, documents and/or statements;
- j. Performance Security;
- k. Notice of Award of Contract and the Bidder's conforme thereto;
- l. Other contract documents that may be required by existing laws and/or the Entity.

#### V. Contractor's Risk

The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.

The **Contractor** hereby covenants with the **Procuring Entity** to remedy structural defects therein in conformity with the provisions of this Contract.

The **Contractor** shall implement the RA 11058 (Occupational Safety & Health Program) throughout the duration of the project.

#### VI. Payment

The **Procuring Entity** covenants to pay the **Contractor** in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sums as may become payable under the provisions of this Contract and its ancillary documents, at the time and in the manner prescribed herein.



**VII. Liquidated Damages**

If the **Contractor** fails to satisfactorily deliver any or all of the works within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance.

**VIII. Settlement of Disputes**


If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Contractor** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.


Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and the **Procuring Entity** shall pay the **Contractor** any monies due to it.

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

For the Procuring Entity:

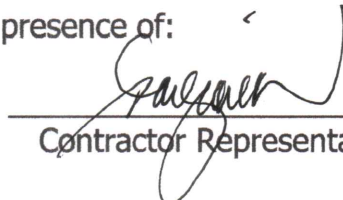
  
**WILFREDO A. DUMALE, JR.**  
University President  
ID No. WAD-0218  
Issued on: December 21, 2022  
Issued at: NVSU

For the Contractor:

  
**DANILO R. GIMENO**  
President & General Manager  
ID No. 61807 (PRC)  
Issued on: 12/3/21 valid until 3/21/26  
Issued at: MANILA

Signed in the presence of:

  
\_\_\_\_\_  
NVSU Representative

  
\_\_\_\_\_  
Contractor Representative

**Funds Available:**

  
**LIZA B. PARAGUAS-GONZAGA**  
NVSU Accountant IV  
P 4422662-89 (JT-09-98)

**ACKNOWLEDGMENT**

Republic of the Philippines )  
Province of Nueva Vizcaya )  
Municipality of Bayombong ) s.s.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **WILFREDO A. DUMALE, JR.** of the Nueva Vizcaya State University, who presented to me his valid ID WDD-0218 issued by NVU as competent proof of identity, and **DANILO R. GIMENO** of **D & D Engineering Services, Co.** who presented to me his valid ID 0287 issued by PCO as competent proof of identity, known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and deed and that they have authority to sign the same for and in behalf of their respective agencies.

The foregoing instrument, consisting of five (5) pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof, and pertains to the Contract of Agreement for goods/supplies/services.

WITNESS MY HAND AND SEAL on this SEP 09 2024 day of \_\_\_\_\_ 2024 in BAY, NUEVA VIZCAYA, Philippines.

Doc. No: 268;  
Page No.: 5;  
Book No.: XIX 11  
Series of 2024.

Notary Public  
Ariel Ian M. Maddela  
**ATTY. ARIEL IAN M. MADDELA**  
NOTARY PUBLIC  
VALID UNTIL DECEMBER 31, 2025  
NOTARIAL COMMISSION NO. 05-23  
PTR NO. 2833157; DEC. 14, 2023  
IBP LIFETIME NO. 19553  
ROLL NO. 54595; 05-04-2007  
BAYOMBONG, NUEVA VIZCAYA