

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 **A & J Designs and Construction**, with principal office in Purok 4, San Isidro, Diffun, Quirino represented herein by its General Manager, **MR. JOVANI Q. FLORES**, hereinafter referred to as the **Contractor**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for the project **2024-07i: Construction of Slope Protection of Irrigation Canal and Foot Bridge for Bambang 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;

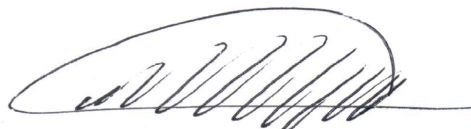
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

I. Contract Price

The total contract price is Six Million Four Hundred Eighty-Two Thousand Five Hundred Twenty-Nine Pesos and 03/100 (Php6,482,529.03).

II. Expected date of Completion of Works: Two Hundred Thirty (230) Calendar days upon receipt of Notice to Proceed.

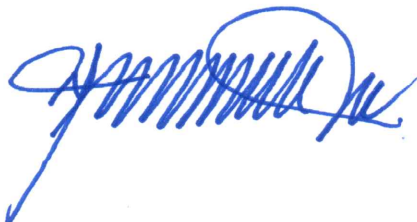
It is therefore, mandatory on the part of the **Contractor** that the Works shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.



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
A.1.1(8)	Provision of Field Office for the Engineers (Rental Basis)	1.00	LS	42,571.55	42,571.55
A.1.1 (11)	Provision of Furniture/ Fixture, Equipment & Appliances for the Field Engineer	1.00	LS	111,132.00	111,132.00
B.4(1)	Construction Survey & Staking	0.25	km	26,309.94	6,682.73
B.5 (1)	Project Billboard / Signboard	1.00	each	4,261.32	4,261.32
B.7 (1)	Occupational Safety & Health Program	1.00	LS	229,575.47	229,575.47
800 (3)a1	Individual Removal of Trees (150 - 300 mm.dia)	64.00	each	1,589.27	101,713.50
800 (3) a2	Individual Removal of Trees (301 - 500 mm.dia)	53.00	each	2,415.10	128,000.25
800 (3) a3	Individual Removal of Trees (501 - 750 mm.dia)	9.00	each	3,531.68	31,785.08
100 (2)	Clearing and Grubbing	138.00	sq.m.	62.04	8,561.70
803 (1)a	Structure Excavation, Common Soil	1,062.28	cu.m.	222.07	235,895.63
804(1)a	Embankment From Structure Excavation	149.42	cu.m.	71.99	10,757.25
900(1)h	Structural Concrete, Class A, 14 days (Foot Bridge and lined canal)	7.97	cu.m.	5,408.37	43,101.45
902(1)a1	Reinforcing Steel (Deformed), Grade 40 (Foot Bridge and lines canal)	895.43	kg	63.90	57,214.57
903 (2)	Formworks and Falseworks	33.78	sq.m.	908.99	30,705.52
1014(1)b2	Prepainted Metal Sheets, above 0.427mm, Rib type, Long Span (Foot Bridge)	52.48	sq.m.	855.33	44,887.75
1027(1)	Cement Plaster Finish (Foot Bridge and lined canal)	119.96	sq.m.	187.80	22,528.80
1032(1)c	Painting Works, Steel (Foot bridge, Lined canal grills, Rubble Fence & Railing	406.00	sq.m.	301.14	122,264.10
1046(2)a1	CHB Non-Load Bearing (including RSB), 100mm (Foot Bridge & Lined canal)	73.43	sq.m.	651.88	47,866.14
1047(5)b	Metal Structure Accessories, Sagrods (Foot Bridge)	26.00	kg	103.37	2,687.58
1047(8)a	Structural Steel, Trusses (Foot Bridge)	737.26	kg	69.26	51,064.97
1047(8)b	Structural Steel, Purlins (Foot Bridge)	328.79	kg	89.16	29,313.41
1051(5)	Metal Railings (Foot Bridge)	23.55	m.	2,057.86	48,462.72
1713(1)	Rubble Concrete	1,422.40	cu.m.	3,557.18	5,059,734.30
1722(3)	Fence and Railings & canal cover	381.00	m.	2,099.48	799,901.84
				Project Cost:	7,270,669.62
				Discount:	10.84%
				Total Project Cost:	6,482,529.03




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.

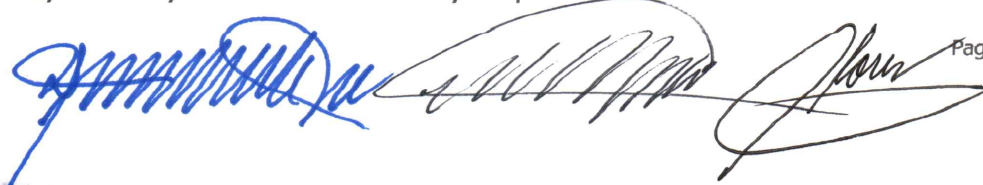
The **Contractor** shall implement the RA 11058 (Occupational Safety & Health Program) throughout the duration of the project.

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.

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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.

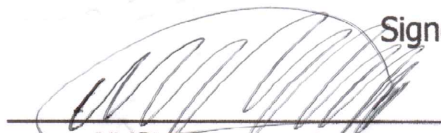
For the Procuring Entity:


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

For the Contractor:


JOVANI Q. FLORES
General Manager
ID No. 09405973
Issued on: 01-04-2024
Issued at: DIFFUN, QUIRINO

Signed in the presence of:


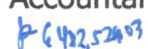


NVSU Representative



Contractor Representative

Funds Available:


LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV


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 1099-0218 issued by UNSO as competent proof of identity, and **JOVANI Q. FLORES** of A & J Designs and Construction who presented to me his valid ID 0147213 issued by PRC 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 SANTIAGO CITY, Philippines.

Doc. No: 402 ;
Page No.: 82 ;
Book No.: 11 ;
Series of 2024.

ATTY. ARIEL MARK R. PILOTIN RMEE
Notary Public
Until Dec. 31, 2024
Dubinan East, Santiago City
Roll of Attorney's No. 86970
MCLE Compliance: Admitted to the BAR in 2023
PTR No. SC 3437486 / Jan. 2, 2024 / Santiago City
IBP No. 343568 / May 10, 2023
TIN 316-513-896