

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

28 OCT 2024

This Contract is made and executed this ___ 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 **HJM CONSTRUCTION SERVICES**, with principal office in Purok 6, Busilac, Bayombong, Nueva Vizcaya represented herein by its President & General Manager, **MR. HOMER E. LAUDENCIA**, hereinafter referred to as the **Contractor**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for the project **2024-04i: Improvement/Repair of Old Administration Building for Bayombong Campus (2nd Advertisement)**;

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 October 8, 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 **One Million Nine Hundred Ninety-One Thousand Two Hundred Seventy-One Pesos and 42/100 (Php1,991,271.42).**

II. Expected date of Completion of Works: One Hundred Twenty (120) 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.5 (1)	Project Billboard / Signboard	1.00	each	4,058.91	4,058.91
B.7 (1)	Occupational Safety and Health Program	1.00	LS	27,891.86	27,891.86
800(2)	Clearing and Grubbing	1.00	LS	17,981.25	17,981.25
801(1)	Removal of Structures and Obstruction	1.00	LS	68,355.00	68,355.00
803(1)a	Structure Excavation (Common Soil)	1.15	cu.m.	1,133.73	1,303.79
804(2)a	Embankment From Borrow, Common Soil	5.52	cu.m.	2,069.09	11,421.38
1001(8)	Sewer Line Works	1.00	LS	16,015.13	16,015.13
1002(24)	Cold Water Line	1.00	LS	11,391.14	11,391.14
1002(4)	Plumbing Fixtures	1.00	LS	41,406.09	41,406.09
1003(1)e	Ceiling, Metal Frame, Pre-Painted Metal Panel	354.53	sq.m.	1,151.50	408,240.64
1003(1)a1	Ceiling, Metal Frame, Fiber Cement Board, PVC	26.845	sq.m.	937.61	25,170.22
1003(2)e	Wall, PVC Panel	29.63	sq.m.	2,082.28	61,697.99
1003(23)	Modular Partition	1.00	LS	163,942.73	163,942.73
1004(2)	Finishing Hardware	1.00	LS	11,484.38	11,484.38
1018(2)	Unglazed Tiles	353.28	sq.m.	855.20	302,124.38
1018(1)	Glazed Tiles & Trims	10.18	sq.m.	885.74	9,016.88
1032(1)a	Painting Works, Masonry	1920.00	sq.m.	379.85	729,312.67
1032(1)b	Painting Works, Wood	347.98	sq.m.	439.80	153,041.18
1010(2)a	Door (Flush)	1.47	sq.m.	1,804.69	2,652.89
1010(1)	Frames, Jamb, Sills, Head, Transoms and Mullions	1.00	Set	6,923.44	6,923.44
1010(2)b	Door (Wooden Panel)	4.20	sq.m.	7,089.15	29,774.45
1046(2)a1	CHB Non-Load Bearing Including RSB, 10mm	3.60	sq.m.	659.35	2,373.67
1014(1)a1	Pre-painted Metal Sheets, Corrugated Type, Long Span	97.41	sq.m.	935.66	91,142.15
1013(2)a	Fabricated Metal Roofing Accessory- (Ridge Roll/Valley Roll)	72.00	In.m	594.60	42,810.86
1100(11)	Repair/Replacement of Conduit/Pipes, Boxes, Fittings (conduit Works/Rough-in)	1.00	LS	61,264.55	61,264.55
1101(33)	Wires and Wiring Devices	1.00	LS	53,177.25	53,177.25
1102(1)	Panel Board with Main & Branch Breakers	1.00	LS	10,290.00	10,290.00
1103(1)	Lighting Fixtures and Lamps	1.00	LS	97,551.56	97,551.56
1208(1)	Fire Alarm System	1.00	LS	58,780.31	58,780.31
Project Cost:					2,520,596.74
Discount:					21%
Total Project Cost:					1,991,271.42

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-0213

Issued on: December 21, 2022

Issued at: NVSU

For the Contractor:



HOMER E. LAUDENCIA

President & General Manager

ID No. 0152610

Issued on: 05/25/2017

Issued at: PRC - Baguio City

Signed in the presence of:



NVSU Representative



Contractor Representative

Funds Available:



LIZA B. PARAGUAS-GONZAGA

NVSU Accountant IV

STF 2021-201208 P1991231-42

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 WAD-0218 issued by NUSU as competent proof of identity, and **HOMER E. LAUDENCIA** of HJM Construction Services, who presented to me his valid ID 0152610 issued by PRC-Baguio 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.

28 OCT 2024

WITNESS MY HAND AND SEAL on this _____ day of _____ 2024 in _____, Philippines.

Notary Public

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

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