

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this 06 day of JAN 2025 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 Owner, **ENGR. DANILO R. GIMENO**, hereinafter referred to as the **Contractor**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for the project **2024-14i: Improvement of University Gymnasium 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 December 23, 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 **Seven Million Eight Hundred Twenty Thousand One Hundred Four pesos and 16/100 only (Php7,820,104.16)**.

II. Expected date of Completion of Works: One Hundred Twenty (120) Calendar days upon the 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.



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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
PART B	- OTHER GENERAL REQUIREMENTS				
B.3 (1)	Permits and Clearances	LS	1.00	47,250.00	47,250.00
B.5 (1)	Project Billboard / Signboard	each	1.00	8,316.00	8,316.00
B.7 (2)	Occupational Safety and Health Program	LS	1.00	100,500.75	100,500.75
B.16 (1)	Project Marker	each	1.00	63,000.00	63,000.00
PART C	- EARTWORK				
800(3)a2	Individual Removal of Tree Branches, 301-500mm Ø	Each	5.00	7,119.00	35,595.00
801(1)	Removal of Structures and Obstruction	LS	1.00	62,244.00	62,244.00
803 (1)a	Structure Excavation, Common Soil (Manual)	cu.m.	25.08	490.88	12,311.27
804(2)a	Embankment From Excavation, Common Soil	cu.m.	15.00	541.41	8,121.15
PART D	- REINFORCE CONCRETE				
900(1)c	Structural Concrete, Class A, 28 days	cu.m.	3.37	7,540.00	25,409.80
902(1)a1	Reinforcing Steel (Deformed), Grade 40	kg	44.35	86.94	3,855.78
PART E	- FINISHING AND OTHER CIVIL WORKS				
1001 (8)	Sewer Line Works	LS	1.00	51,949.42	51,949.42
1002 (4)	Plumbing Fixtures	LS	1.00	79,608.06	79,608.06
1003(23)	Modular Partition	LS	1.00	230,454.00	230,454.00
1002 (24)	Cold Water Lines	LS	1.00	60,351.98	60,351.98
1003(1)a1	Ceiling, Metal Frame, Fiber Cement Board	sq.m.	59.65	945.42	56,394.30
1003(1)e	Ceiling, Metal Frame, Pre-Painted Metal Panel	sq.m.	174.33	1,154.79	201,314.54
1003(1)f	Ceiling, Metal Frame, Baffle Ceiling	sq.m.	127.58	2,408.84	307,319.80
1003(1)g	Ceiling, Wood Frame, PVC Panel	sq.m.	884.39	869.84	769,277.79
1003(2)a3	Wall, Metal Frame, 6mm Fiber Cement Board	sq.m.	153.02	978.26	149,693.34
1003(2)f	Wall, Aluminum Metal Cladding	Sq.m.	43.02	4,142.25	178,199.59
1003(2)h	Wall, Wood Frame, Wood Plastic Composite	LS	1.00	161,280.00	161,280.00
1006 (6)	Steel Doors and Frames	LS	1.00	171,498.60	171,198.60
1008(1)a	Aluminum Glass Windows, Sliding Type	sq.m.	78.30	4,115.58	322,249.91
1008(1)b	Aluminum Glass Windows, Casement Type	sq.m.	41.82	3,493.08	146,080.60
1008(1)c	Aluminum Glass Windows, Awning Type	sq.m.	4.32	3,726.24	16,097.35
1008(1)d	Aluminum Glass Windows, Fixed Type	sq.m.	19.23	4,256.91	81,860.37
1013(4)	Roof Ventilators, Stainless Steel	Each	10.00	25,990.34	259,903.40
1016(1)b	Waterproofing, Liquid Base	sq.m.	141.03	567.71	80,064.14
1018(1)	Glazed Tiles	sq.m.	132.30	1,127.15	149,121.94
1018(2)	Unglazed Tiles	sq.m.	28.2	994.85	28,054.77
1021(1)a	Floor Finish, Plain Hard Crete 303	Sq.m.	370.41	263.25	97,510.43
1027(1)	Cement Plaster Finish	sq.m.	40.65	250.61	10,187.29
1032(1)a	Painting Works, (Concrete Flooring)	sq.m.	1,152.00	553.14	637,217.28
1032(1)a	Painting Works, (Masonry Walls)	sq.m.	859.10	323.19	277,652.52
1032(1)b	Painting Works, Wood	sq.m.	23.44	457.50	10,723.80
1032(1)c	Painting Works, Steel	sq.m.	247.82	404.08	100,139.10
1032(2)	Varnishing Works	sq.m.	143.15	702.99	100,633.01
1036(1)a	Polycarbonate Sheets/Panels, Solid	Ln.M.	93.90	2,515.59	236,213.90
1046(2)a1	CHB Non-Load Bearing (including RSB), 100mm	sq.m.	48.35	876.97	42,401.49
1047(8)a	Structural Steel, Truss Brace	kg	688.12	119.60	82,299.15
PART F	- ELECTRICAL WORK				
1100(10)	Conduits, Boxes & Fittings (Conduit Works/Conduit Rough-in)	LS	1.00	343,904.40	343,904.40
1101(33)	Wires and Wiring Devices	LS	1.00	694,474.20	694,474.20
1102(1)	Panelboard with Main & Branch Breakers	LS	1.00	489,856.50	489,856.50
1103(1)	Lighting Fixtures	LS	1.00	503,086.50	503,086.50
PART G	- MECHANICAL WORKS				
1200(13)a	Air Conditioning System (Package/Split Type)	LS	1.00	2,373,336.00	2,373,336.00
1202(6)a1	Fire Extinguisher, 10lbs, ABC with bracket	LS	1.00	31,852.80	31,852.80
PROJECT COST					9,898,866.02
21% DISCOUNT					2,078,761.86
TOTAL PROJECT COST					7,820,104.16

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.

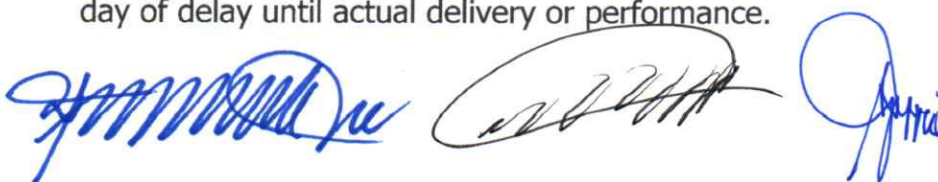
The **Contractor** shall implement the RA 11058 (Occupational Safety & Health Program) throughout the duration of the project.

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

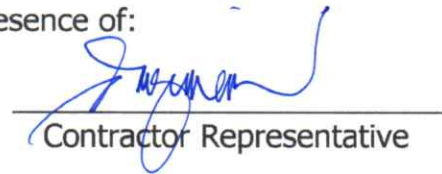
For the Contractor:


DANILO R. GIMENO

General Manager
ID No. PRC # G1887
Issued on: MARCH 21, 2023 visibly MARCH 21, 2024
Issued at: MANILA CITY

Signed in the presence of:


ARLYNE A. GONZALES, CPA
CHIEF ADMINISTRATIVE OFFICER-FINANCE
NVSU Representative


Contractor Representative

Funds Available:

hff #3820, 104.14
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 10A17-0218 issued by NUSU as competent proof of identity, and **DANILO R. GIMENO** of **D & D ENGINEERING SERVICES, CO.** who presented to me his valid ID 061889 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.

06 JAN 2025

WITNESS MY HAND AND SEAL on this _____ day of _____ 2025 in
Philippines.
~~BAYOMBONG, NUEVA VIZCAYA~~

ATTY. ARIEL IAN M. MADDELA
NOTARY PUBLIC
Notary Public
NOTARY PUBLIC EXPIRES DECEMBER 31, 2025
NOTARIAL COMMISSION NO. 05-23
PTR NO. 2962377; DEC. 23, 2024
IBP LIFETIME NO. 19553
ROLL NO. 54595; 05-04-2007
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Doc. No: 1502;
Page No.: 33;
Book No.: XXXIII
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