

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this ___ day of _____ 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 No. 2025-03-01-NP: Improvement of the Sports Complex of the Nueva Vizcaya State University**;

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 March 24, 2025;

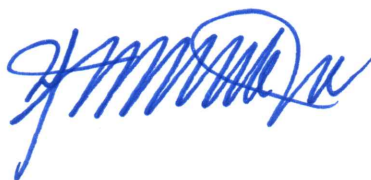
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

I. Contract Price

The total contract price is **One Million One Hundred Ninety-Six Thousand Two Hundred Forty-Nine pesos and 47/100 only (Php1,196,249.47)**.

II. Expected date of Completion of Works: Thirty (30) 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.



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 I	OTHER GENERAL REQUIREMENTS				
B.5 (1)	Project Billboard / Signboard	each	1.00	7,942.20	7,942.20
B.7 (2)	Occupational Safety and Health Program	LS	1.00	68,170.98	68,170.98
PART II	CIVIL, MECH., ELECT, AND SANITARY/PLUMBING WORKS				
PART A	FINISHING AND OTHER CIVIL WORKS				
1002 (4)	Plumbing Fixtures	LS	1.00	124,897.50	124,897.50
1003(1)h	Ceiling, Wood Frame, PVC	sq.m.	76.17	957.16	72,906.88
1003(2)e	Wall, PVC Fluted Panels	LS	1.00	117,051.61	117,051.61
1006 (6)	Steel Doors and Frames	sq.m.	12.24	5,146.42	62,992.18
1018(1)	Glazed Tiles	sq.m.	173.08	784.53	135,786.45
1032(1)a1	Painting Works, Masonry/Concrete (Repainting)	sq.m.	1,766.35	317.95	561,610.98
PART B	ELECTRICAL WORKS				
1100	Conduits, Boxes and Fixtures	LS	1.00	11,434.65	11,434.65
1101(33)	Wires and Wiring Devices	LS	1.00	8,782.54	8,782.54
1103(1)	Lighting Fixtures and Lamps	LS	1.00	24,673.50	24,673.50
TOTAL PROJECT COST					1,196,249.47

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.

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 **NVSU** as competent proof of identity, and **DANILO R. GIMENO** of **D & D ENGINEERING SERVICES, CO.** who presented to me his valid ID PC # 61007 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 _____ day of _____ 2025 in BAYOMBONG, NUEVA VIZCAYA, Philippines.

ATTY. MAC JERWIN G. MARI
Notary Public
Valid Until December 31, 2026
Notarial Commission No. 18-24
PTR No. 2962378; December 23, 2024
IBP No. 903392; January 9, 2025
ROLL No. 80098; 05-18-22
MCLE COMPLIANCE No. ADMITTED in 2022
Bayombong, Nueva Vizcaya

Doc. No: 184 ;
Page No.: 29 ;
Book No.: 6 ;
Series of 2025.