

# 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. 2025-03-02-NP: Rehabilitation of NVSU Gymnasium 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 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 **Two Million Nine Hundred Seven Thousand One Hundred Fourteen pesos and 90/100 only (Php2,907,114.90).**

### II. Expected date of Completion of Works: Sixty (60) 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
<b>PART I</b>	<b>OTHER GENERAL REQUIREMENTS</b>				
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	105,171.25	105,171.25
B.12(1)	Removal and Relocation of Utilities	LS	1.00	80,959.20	80,959.20
<b>PART II</b>	<b>CIVIL, MECH., ELECT, AND SANITARY/PLUMBING WORKS</b>				
<b>PART A</b>	<b>EARTWORK</b>				
801(1)	Removal of Structures and Obstruction	LS	1.00	35,227.50	35,227.50
<b>PART B</b>	<b>PLAIN &amp; REINFORCE CONCRETE WORKS</b>				
903(2)	Formworks and Falseworks	sq.m.	35.00	2,294.56	80,309.60
<b>PART C</b>	<b>FINISHING AND OTHER CIVIL WORKS</b>				
1011(2)	Roll-up Doors	LS	1.00	299,098.13	299,098.13
1013(2)a	Fabricated Metal Roofing Accessory, Ridge/Hip Rolls, Gauge 24(0.701mm x 2.44m)	l.m.	58.17	587.69	34,185.93
1013(2)b	Fabricated Metal Roofing Accessory, Flashing, Gauge 24(0.701mm x 2.44m)	l.m.	148.55	623.00	92,546.65
1014(1)b2	Prepainted Metal Sheets, Rib Type, Long Span, GA.24 (.701mm)	sq.m.	1,060.99	1,102.18	1,169,401.96
1032(1)a	Painting Works, Masonry/Concrete	sq.m.	52.16	242.84	12,666.53
1032(1)c	Painting Works, Steel	sq.m.	458.11	383.04	175,474.45
1032(1)c1	Painting Works, Steel (Repainting)	sq.m.	1,292.00	190.10	245,609.20
1047(5)b	Metal Structure Accessories, Sagrods	kgs	42.19	146.86	6,196.02
1047(8)a	Structural Steel, Trusses	kgs	1,350.28	146.27	197,505.46
1047(8)b	Structural Steel, Purlins	kgs	2,672.68	136.50	364,820.82
<b>TOTAL PROJECT COST</b>					<b>2,907,114.90</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

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:



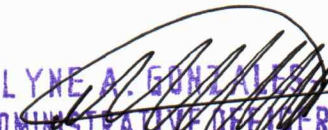
**DANILO R. GIMENO**

General Manager

ID No. PTC # 619887


Issued on: DEC 3, 2022

Issued at: MANILA



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

Signed in the presence of:



**DANILO R. GIMENO**  
Contractor Representative

**Funds Available:**

*Php 2,967,114.00*

**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 **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 61887 issued by PHC 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 ~~AYOMBONG, NUEVA VIZCAYA~~ Philippines.

Doc. No: 185 ;  
Page No.: 38 ;  
Book No.: 6 ;  
Series of 2025.

  
**ATTY. MAC JERWIN G. MARI**  
Notary Public  
Notary Public since 31, 2026  
Notarial Commission No. 18-24  
PTR No. 2962378; December 23, 2024  
IBP No. 503392; January 9, 2025  
ROLL No. 80098; 05-18-22  
MCLE COMPLIANCE No. ADMITTED in 2022  
Bayombong, Nueva Vizcaya