

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this AUG 18 2023 day of SANTIAGO CITY 2023 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 San Isidro, Diffun, Quirino represented herein by its Owner, **MR. JOVANI Q. FLORES**, hereinafter referred to as the **Contractor**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for the project **2023-12i: Construction of Two Storey Business Stall 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 17, 2023;

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 **Eight Million One Hundred Sixty-Two Thousand Three Hundred Ninety Nine pesos and 01/100 only (Php8,162,399.01)**.

II. Expected date of Completion of Works: Two Hundred Forty (240) Calendar days starting seven days after 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	%	UNIT	QTY	UNIT COST	AMOUNT
A.1.1(3)	Construction of Field Office for the Engineer	LS	1.00	A.1.1(3)	32,268.80	32,268.80
B.3	Permits & Clearances	LS	1.00	B.3	78,750.00	78,750.00
B.5	Project Billboard	each	1.00	B.5	7,761.60	7,761.60
B.7(1)	Occupational Safety and Health Program	month	8.00	B.7(1)	13,819.73	110,557.84
801(1)	Removal of Structures & Obstruction	LS	1.00	801(1)	103,005.00	103,005.00
803(1)a	Structure Excavation	cu.m	199.76	803(1)a	1,807.51	361,068.20
804(1)a	Embankment - From Excavation	cu.m	122.64	804(1)a	944.22	115,799.14
804(4)	Gravel Fill	cu.m	35.26	804(4)	676.74	23,861.85
900(1)a1	Structural Concrete	cu.m	145.72	900(1)a1	5,587.20	814,166.78
902(1)a	Reinforcing Steel (Deformed)	kg	17,164.03	902(1)a	73.72	1,265,332.29
903(2)	Formworks and Falseworks	sq.m	876.94	903(2)	730.61	640,701.13
1001(8)	Sewerline Works	LS	1.00	1001(8)	62,527.50	62,527.50
1001(9)	Storm Drainage & Downspout	LS	1.00	1001(9)	34,429.50	34,429.50
1002(4)	Plumbing Fixtures	LS	1.00	1002(4)	838,168.38	838,168.38
1002(24)	Cold Water Lines	LS	1.00	1002(24)	131,040.00	131,040.00
1003(1)a1	Ceiling	sq.m	252.00	1003(1)a1	2,400.82	605,006.64
1003(17)	Carpentry & Joinery Works	LS	1.00	1003(17)	145,165.86	145,165.86
1006(2)	Flush Door	sq.m	2.94	1006(2)	3,111.96	9,149.16
1006(6)	Steel Doors and Frames	LS	1.00	1006(6)	16,601.60	16,601.60
1008(2)	Aluminum Glass Windows	LS	1.00	1008(2)	146,273.40	146,273.40
1010(2)b	Doors - Wood Panel	sq.m	21.07	1010(2)b	4,439.90	93,548.69
1011(1)a	Roll-Up Door	set	5.00	1011(1)a	38,430.00	192,150.00
1013(2)b1	Fabricated Metal Roofing Accessory -Gutter	ln.m	24.00	1013(2)b1	1,438.29	34,518.96
1014(1)a2	Prepainted Metal Sheets - Rib Type	sq.m	278.26	1014(1)a2	415.30	115,561.38
1018(1)	Glazed Tiles & Trim	sq.m	254.70	1018(1)	1,018.73	259,470.53
1018(2)	Unglazed Tiles	sq.m	28.63	1018(2)	1,400.85	40,106.34
1027(1)	Cement Plaster Finish	sq.m	1,619.22	1027(1)	179.91	291,313.87
1032(1)a	Painting Works - Masonry	sq.m	1,584.98	1032(1)a	200.03	317,043.55
1032(1)b	Painting Work - Wood	sq.m	24.01	1032(1)b	517.13	12,416.29
1032(1)c	Painting Works - Steel	sq.m	573.98	1032(1)c	230.12	132,084.28
1038(1)	Reflective Insulation	sq.m	278.26	1038(1)	296.34	82,459.57
1043(1)	PVC Doors and Frames	sq.m	11.76	1043(1)	1,512.00	17,781.12
1046(1)a2	CHB Load Bearing (Including RSB)	sq.m	482.75	1046(1)a2	727.88	351,384.07
1047(1)	Structural Steel	LS	1.00	1047(1)	760,015.22	760,015.22
1051(1)	Railing	meter	42.00	1051(1)	2,719.53	114,220.26
1100(10)	Conduit, Boxes & Fittings	LS	1.00	1100(10)	71,410.50	71,410.50
1101(33)	Wires & Wiring Devices	LS	1.00	1101(33)	216,042.12	216,042.12
1102(1)	Panelboard with Main and Branch Breakers	LS	1.00	1102(1)	101,789.10	101,789.10
1102(8)	Pad Mounted Distribution Transformer (OISC) with Complete Accessories	LS	1.00	1102(8)	1,732,872.96	1,732,872.96
1103(1)	Lighting Fixtures and Lamps	LS	1.00	1103(1)	72,954.00	72,954.00
1202(6)a1	Fire Extinguisher	set	7.00	1202(6)a1	5,847.75	40,934.25
1208(1)	Fire Alarm System	LS	1.00	1208(1)	104,741.28	104,741.28
1208(2)	Smoke Detector with base	set	8.00	1208(2)	978.08	7,824.64
1208(4)	Fire Alarm Bell	set	8.00	1208(4)	1,204.88	9,639.04
1208(5)	Fire Alarm Control Panel	set	1.00	1208(5)	18,144.00	18,144.00
1208(6)	Manual Pull Station Switch	set	7.00	1208(6)	1,134.00	7,938.000
TOTAL ESTIMATED BUDGET COST:					10,739,998.70	
TOTAL DISCOUNTED PRICE:					8,162,399.01	

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.

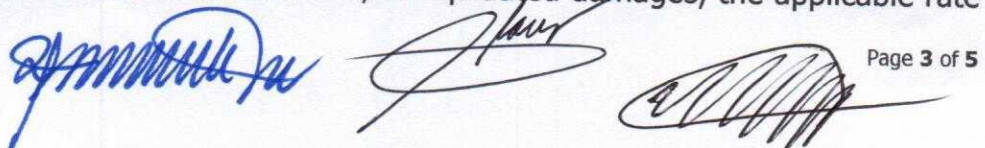
The **Contractor** shall implement the RA 11058 (Occupational Safety & Health Program) throughout the duration of the project.

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.

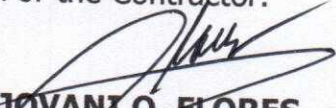
Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and the **Procuring Entity** shall pay the **Contractor** any monies due to it.

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:

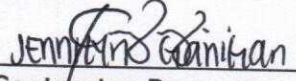

WILFREDO A. DUMALE, JR.
University President
ID No. _____
Issued on: _____
Issued at: _____

For the Contractor:

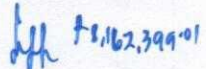

JOVANI Q. FLORES
Owner
ID No. 26321866
Issued on: 01-11-2023
Issued at: DIFFUN, QUIRINO

Signed in the presence of:


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


JENNIFER G. GAMINAN
Contractor Representative

Funds Available:


LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Nueva Vizcaya)
Municipality of Bayombong) s.s.

SANTIAGO CITY

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 _____ issued by _____ 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 **AUG 18 2023** day of _____ 2023 in **SANTIAGO CITY**, Philippines.

Changale
ATTY. EUFREN F. CHANGALE
Notary Public
Until Dec. 31, 2023
PTR NO. 3324160 Jan. 4, 2023 Santiago City
IBP LIFETIME NO. 03748
ROLL NO. 28020
TIN NO. 604-836-152
MCLE EXEMPTION NO. VI-002555

Doc. No.: 141;
Page No.: 30;
Book No.: 21;
Series of 2023.