

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this SEP 09 2024 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 **D & D Engineering Services, Co.**, with principal office in Angeles St., Pulong Buhangin, Sta. Maria, Bulacan represented herein by its President & General Manager, **MR. DANILO R. GIMENO**, hereinafter referred to as the **Contractor**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for the project **2024-05i: Improvement of Guest House 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 August 19, 2024;

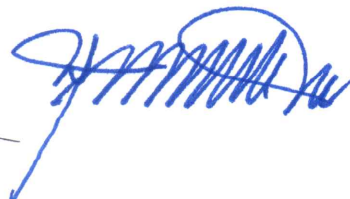
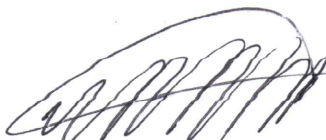
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

I. Contract Price

The total contract price is **Three Million Seven Hundred Four Thousand Six Hundred Fourteen Pesos and 64/100 (Php3,704,614.64)**.

II. Expected date of Completion of Works: Two Hundred Forty (240) 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.3 (1)	Permit and Clearances	1	LS	97,650.00	97,650.00
B.5 (1)	Project Billboard / Signboard	1	each	8,314.43	8,314.43
B.7 (1)	Occupational Safety and Health Program	1	LS	62,571.85	62,571.85
B.16 (1)	Recognition Plate/Project Marker	1	each	31,846.50	31,846.50
800 (2)	Clearing and Grubbing	1.00	LS	8,479.80	8,479.80
801(1)	Removal of Structures and Obstruction	1.00	LS	96,075.00	96,075.00
803 (1)a	Structure Excavation, Common Soil (Manual)	10.52	cu.m.	322.56	3,393.33
804(1)a	Embankment From Structure Excavation	6.24	cu.m.	47.54	296.64
804(2)a	Embankment From Borrow, Common Soil	2.52	cu.m.	2,416.04	6,088.42
804 (7)	Gravel Fill	3.43	cu.m.	2,671.73	9,164.03
900(1)h	Structural Concrete, Class A, 14 days	8.88	cu.m.	8,058.62	71,560.54
902(1)a1	Reinforcing Steel (Deformed), Grade 40	905.87	kg	94.74	85,822.12
903 (2)	Formworks and Falseworks	19.34	sq.m.	5,138.72	99,382.84
1001 (8)	Sewer Line Works	1.00	LS	26,940.06	26,940.06
1002 (4)	Plumbing Fixtures	1.00	LS	128,437.47	128,437.47
1002 (24)	Cold Water Lines	1.00	LS	32,914.35	32,914.35
1003(1)e	Ceiling, Metal Frame, Prepainted Metal Panel	96.36	sq.m.	1,261.71	121,578.37
1003(1)h	Ceiling, Metal Frame, PVC	1.00	LS	294,911.66	294,911.66
1003(2)a4	Wall, Metal Frame, Fiber Cement Board, 9mm (Double)	135.53	sq.m.	1,886.25	255,643.46
1003(2)a4	Wall, Metal Frame, Fiber Cement Board, 9mm (Single)	24.00	sq.m.	1,852.86	44,468.64
1003(2)e	Wall, Aluminum Framed Glass	1.00	LS	68,111.16	68,111.16
1004(2)	Finishing Hardware	1.00	LS	3,893.40	3,893.40
1006(5)	Fire Rated Fire Exit Steel Door	2.15	sq.m.	32,878.13	70,687.97
1006(6)	Steel Doors and Frames	1.00	LS	67,365.90	67,365.90
1007(1)a	Aluminum Framed Glass Door, Sliding Type	5.54	sq.m.	9,452.67	52,367.79
1007(1)b	Aluminum Framed Glass Door, Swing Type	3.87	sq.m.	11,399.37	44,115.56
1008(1)a	Aluminum Glass Windows, Sliding Type	20.76	sq.m.	5,745.43	119,275.12
1008(1)c	Aluminum Framed Glass Windows, Awning Type	0.90	sq.m.	10,547.29	9,492.56
1008(1)d	Aluminum Framed Glass Windows, Fixed Type	2.96	sq.m.	10,287.73	30,451.68
1012(3)a5	Tempered Glass, 10mm	8.09	sq.m.	9,638.83	77,978.13
1013(2)a	Fabricated Metal Roofing Accessory, Ridge Rolls	63.44	l.m.	681.00	43,202.64
1013(2)b	Fabricated Metal Roofing Accessory, Flashing	41.48	l.m.	681.00	28,247.88
1013(2)c	Fabricated Metal Roofing Accessory, Gutters	139.08	l.m.	958.83	133,354.07
1014(1)b2	Prepainted Metal Sheets, above 0.427mm, Rib type, Long Span	330.58	sq.m.	972.72	321,561.77
1018(1)	Glazed Tiles & Trims	64.85	sq.m.	1,573.16	102,019.42
1018(2)	Unglazed Tiles	18.48	sq.m.	1,378.97	25,483.36
1018(5)	Glazed Tiles	78.04	sq.m.	1,378.97	107,614.81
1027(1)	Cement Plaster Finish	172.78	sq.m.	252.04	43,547.47
1032(1)a	Painting Works, Masonry/Concrete	456.88	sq.m.	440.93	201,452.09
1032(1)a1	Painting Works, Masonry/Concrete (Repainting)	302.10	sq.m.	391.32	118,217.77
1032(1)c	Painting Works, Steel (Trusses & Purlins)	648.00	sq.m.	272.99	176,897.52
1043(2)	PVC Doors and Frames	4.00	set	6,273.23	25,092.92
1046(2)a1	CHB Non-Load Bearing (including RSB), 100mm	57.46	sq.m.	908.99	52,230.56
1047(8)a	Structural Steel, Trusses	5,604.12	kg	95.19	533,456.18
1047(8)b	Structural Steel, Purlins	2,249.58	kg	69.89	157,223.14
1051(1)a	Railings	1.00	LS	47,829.16	47,829.16
1100 (10)	Conduits, Boxes & Fittings (Conduit Works/Conduit Rough-in)	1.00	LS	115,792.03	115,792.03
1101 (33)	Wires and Wiring Devices	1.00	LS	208,449.75	208,449.75
1102 (1)	Panelboard with Main & Branch Breakers	1.00	LS	93,794.40	93,794.40
1103 (1)	Lighting Fixtures	1.00	LS	146,365.93	146,365.93
1109 (1)	Grounding System	1.00	LS	30,328.28	30,328.28
1111 (9)	3 Spool Insulator Secondary Rack	5.00	set	6,355.13	31,775.65
1200 (5)a	Exhaust Fan: Ceiling Cassette	4.00	Set	2,106.56	8,426.24
1202 (6)a2	Fire Extinguisher:9.07 kg, ABC with bracket	2.00	Set	3,807.07	7,614.14
1208 (1)	Fire Alarm System	1.00	LS	21,931.88	21,931.88
PROJECT COST					4,811,187.84
DISCOUNT					23%
TOTAL PROJECT COST					3,704,614.64

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.

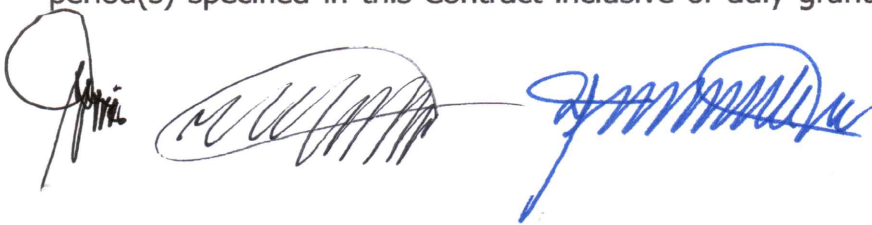
The **Contractor** shall implement the RA 11058 (Occupational Safety & Health Program) throughout the duration of the project.

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.

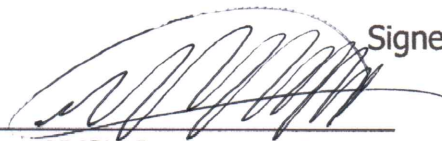
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Philippines on the day and year above written.

For the Procuring Entity:


WILFREDO A. DUMALE, JR.
University President
ID No. WAD-0218
Issued on: December 21, 2022
Issued at: NVSU

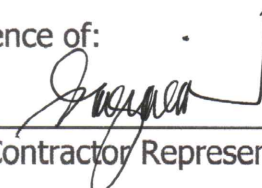
For the Contractor:


DANILO R. GIMENO
President & General Manager
ID No. 61087 (PRC)
Issued on: 12/3/21 / VALID UNTIL 3/21/26
Issued at: MANILA



NVSU Representative

Signed in the presence of:



Contractor Representative

Funds Available:


LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV
SF-2624-09 -979 P 370461464

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 G1887 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 SEP 09 2024 day of _____ 2024 in BAY., NUEVA VIZCAYA, Philippines.

Doc. No: 269;
Page No.: 55;
Book No.: XIX 14
Series of 2024.

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