



Republic of the Philippines
NUEVA VIZCAYA STATE UNIVERSITY

3700 Bayombong, Nueva Vizcaya

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this 21st day of February 2020 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. ANDRES Z. TAGUIAM**, hereinafter referred to as the **Procuring Entity**;

and

The **SIFU J BUILDERS CORP.**, with principal office at Centro 1, Didipio, Kasibu, Nueva Vizcaya, represented herein by its Manager, **MR. NON M. BOBOLA**, hereinafter referred to as the **Contractor**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for the **Project: 2020-11 Improvement of Technology Laboratory Building and Facilities 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 February 11, 2020;

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 Seventy Four Thousand Thirty Four pesos & 41/100 only (Php8, 174,034.41)**.

II. Expected date of Completion of Works: Three Hundred Sixty (360) 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.

CAMPUSES:

BAYOMBONG CAMPUS
Telefax: (078) 321-2112

BAMBANG CAMPUS
Telefax: (078) 392-1605

III. Program of Work

The **Contractor** accepted the aforesaid amount as payment for the completion of works at the unit Bid stated below:

ITEM NO.	ITEM OF WORK	QTY	UNIT	UNIT COST	TOTAL COST	DISCOUNTED AMOUNT
900(1)c4	Structural Concrete (Columns)	46.64	cu.m	6,349.49	296,140.21	251,718.87
900(1)c6	Structural Concrete (Beams)	62.82	cu.m	6,306.18	396,154.22	336,730.90
902(1)a	Reinforcing Steel (Deformed, Grade 40)	47,515.28	kg	59.41	2,822,882.78	2,399,046.48
900(1)c1	Structural Concrete (Canopy, Shearwall, Stairs, Gutter)	44.88	cu.m	6,633.33	297,703.85	253,048.25
900(1)c6	Structural Concrete (Slab, Landing)	41.70	cu.m	15,317.45	638,737.66	542,926.91
1046(2)a2	CHB Non-Load Bearing (including reinforcing Steel) 150mm	316.95	sq.m	900.24	285,331.06	242,530.14
1046(2)a1	CHB Non-Load Bearing (including reinforcing Steel) 100mm	400.32	sq.m	746.25	298,738.80	253,926.97
1027(1)	Cement Plaster Finish (Third Floor and Fourth Floor)	2,132.66	sq.m	165.01	351,910.22	299,105.56
1021(1)a	Cement Floor Finish (Plain)	533.70	sq.m	228.99	122,211.96	103,879.36
1001(9)	Storm Drainage and Downspout	1.00	LS	106,338.40	106,338.40	90,387.64
1002(8)	Plumbing Fixture	1.00	LS	91,174.40	91,174.40	77,498.24
1001(8)	Sewer Line Works	1.00	LS	66,640.00	66,640.00	56,644.00
1002(28)	Plumbing Cold Water Lines	1.00	LS	50,382.56	50,382.56	42,825.17
1018(2)	Unglazed Tiles	289.40	sq.m	1,063.23	307,698.76	261,542.35
1018(3)	Glazed Tiles	102.48	sq.m	1,200.35	123,011.86	104,559.31
1010(2)a	Doors, Flush Type, Wood	22.94	sq.m	3,533.39	81,055.96	68,897.53
1043(2)	PVC Doors and Frames	12.00	set	3,643.67	43,724.04	37,165.32
1005(1)	Residential Casement	34.56	sq.m	3,242.91	112,074.96	95,263.60
1005(7)	Window Accessories	1.00	LS	166,341.60	166,341.60	141,390.36
1006(5)	Fire Rated Fire Exit Steel Door	8.82	sq.m	6,769.16	59,703.99	50,748.33
1009(1)a	Jalousie Window Glass	18.40	sq.m	3,784.35	69,632.04	59,187.09
903(2)	Forms and False works	1,446.96	sq.m	374.95	542,537.65	461,146.15
1004(2)	Finishing Hardware	1.00	LS	46,512.00	46,512.00	39,535.20
1010(1)	Frames (Wooden Jamb)	8.00	set	4,252.55	34,020.40	28,917.28
1100(10)	Conduits, Boxes and Fittings	1.00	LS	73,113.60	73,113.60	62,146.56
1101(33)	Wires and Wiring Devices	1.00	LS	247,214.00	247,214.00	210,131.90
1102(1)	Panel Board with Main and Branch Breakers	1.00	LS	110,554.40	110,554.40	93,971.24
1103(1)	Lighting Fixtures and Lamps	1.00	LS	53,284.80	53,284.80	45,292.08
1051(6)	Railing	1.00	LS	71,175.60	71,175.60	60,499.26
1014(1)b2	Prepainted Metal Sheets, Long Span	463.88	sq.m	383.54	177,916.53	151,224.88
1047(8)	Structural Steel (Roof Framing)	1.00	LS	867,422.96	867,422.96	737,309.51
1017(3)c	Gutter Drain with Strainer 100mmØ	25.00	set	886.72	22,168.00	18,842.75
1032(1)b	Painting Works (Wood)	50.00	sq.m	1,179.36	58,968.00	50,122.50
1047(1)	Structural Steel (Fire Exit Ladder)	1.00	LS	111,593.44	111,593.44	94,854.42
801(6)	Removal Of Structures and Obstructions	1.00	LS	15,810.00	15,810.00	13,438.50
800(1)	Site Clearing	1,197.00	sq.m	11.62	13,909.14	11,814.39
1003(17)	Carpentry and Joinery Works	1.00	LS	23,800.00	23,800.00	20,230.00
1200(2)c	Oscillating	14.00	set	3,050.29	42,704.06	36,298.36
1032(1)C	Painting Works (Steel)	188.72	sq.m	355.59	67,106.94	57,040.62
1005(4)	Awning Ventilator	6.72	sq.m	5,139.26	34,535.82	29,355.44
1013(2)a1	Ridge Roll/ Hip Rolls / Valley Rolls	74.40	ln.m	543.27	40,419.28	34,355.68
B.1	Offices, Shops and Workmen Accommodation for the	1.00	LS	13,600.00	13,600.00	11,560.00

	Contractor					
B.5	Project Billboard/Signboard	1.00	each	4,416.60	4,416.60	3,754.11
B.7(1)	Occupational Safety and Health Program	12.00	month	13,056.00	156,672.00	133,171.20
TOTAL PROJECT COST					9,617,044.55	8,174,034.41
					Estimated Amount	Amount with Discount
NOTE: The contractor offers a 15 % discount on his financial bid documents specifically on the Bid Form in a prescribe Form.						

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 implementation 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:

For the Contractor:


ANDRES Z. TAGUIAM

University President

ID No. _____

Issued on: _____

Issued at: _____


NON M. BOBOLA


Manager

ID No. BOI-09-001352

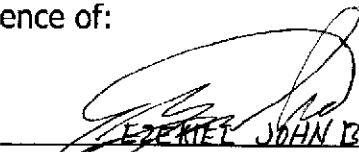
Issued on: 2-16-2019

Issued at: Bayamban, Nueva Vizcaya

Signed in the presence of:




NVSU Representative


EZEKIEL JOHN BUYAYO

Contractor Representative

Funds Available:


LIZA B. PARAGUAS
NVSU Accountant IV

