



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 ____ day of _____ 2018 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 **SOUTHLAND CONSTRUCTION AND SUPPLIES**, with principal office at Amduntog, Asipulo, Ifugao, represented herein by its Authorized Representative, **MR. MARLON G. DUPINGAY**, hereinafter referred to as the **Contractor**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for the **Project: 2018-36 Construction of Native Pig and Other Indigenous Poultry Building @ Singian, Tuao, Bagabag, Nueva Vizcaya**;

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 December 27 2018;

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 Six Hundred Eighty-Five Thousand Eight Hundred Sixty-Six Pesos & 66/100 only (Php3,685,866.66)**.

II. Expected date of Completion of Works: Ninety (90) 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

Tel. No.: (078) 321-2280; Telefax: (078) 321-2112

BAMBANG CAMPUS

Tel. No.: (078) 803-1060; Telefax: (078) 321-3037

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/Particular	Unit	Qty	Unit Cost	Amount
803(1)c	Structure Excavation, Hard Rock (WF)	cu.m.	18.76	592.64	11,117.92
804(1)a	Embankment	cu.m.	57.60	421.05	24,252.48
900(1)b1	Structural Concrete	cu.m.	64.04	5,539.78	354,767.51
902(1)a1	Reinforcing Steel (Deformed), Grade 40	kg	6,158.73	66.68	410,664.11
1001	Storm Drainage & Sewerage System	LS	1.00	127,203.00	127,203.00
1002(5)	Plumbing Fixtures	LS	1.00	102,133.00	102,133.00
1002(6)	Cold Water Lines	LS	1.00	192,330.50	192,330.50
1003(2)d2	Wall (Wood Frame)	pc.	40.00	1,027.33	41,093.20
1005(1)	Residential Casement	sq.m.	63.83	3,617.34	230,894.8
1010(1)	Frame (Wooden Jamb)	set	9.00	1,483.61	13,352.49
1010(2)a	Doors (Flush Type)	sq.m.	19.01	3,881.48	73,786.93
1013(2)a	Fabricated Metal Roofing Accesory-Ridge Roll	lin.m.	42.70	408.48	17,442.00
1013(2)e	Fabricated Metal Roofing Accesory-Gutter	lin.m.	57.51	469.14	26,980.24
1013(3)	Roof Ventilators	LS	1.00	10,112.00	40,112.00
1014(1)b2	Pre-Painted Metal Sheets (rib type - Long Span)	sq.m.	577.02	397.93	229,615.56
1018(1)	Glazed Tiles & Trims	sq.m.	29.32	1,255.80	36,832.61
1018(2)	Unglazed Tiles	sq.m.	9.50	1,513.38	14,377.11
1027(1)	Cement Plaster Finish	sq.m.	787.39	199.34	156,958.32
1046(1)	CHB Non-Load Bearing (Including Reinforcing Steel)	sq.m.	332.26	616.10	204,705.38
1047(2)a	Structural Steel (Roof Framing)	LS	1.00	828,815.78	828,815.78
1100(19)	Conduit, Boxes and Fittings	L.S.	1.00	32,591.00	32,591.00
1101(18)	Wires and Wiring Devices	L.S.	1.00	117,358.12	117,358.12
1102(2)b1	Panel Board with main lugs & Branch Breaker (flushed type)	set	20.00	889.03	17,780.60
1103(1)	Lighting Fixtures	LS	1.00	32,373.00	32,373.00
1208(2)b2	GI Pipe Railings	lin.m.	162.98	1,314.31	214,206.24
SPL	G.I./Steel Post	kgs	1,117.10	45.76	51,118.49
A.1.1(8)	Provision of Field Office for the Engineer (Rental Basis)	month	3.50	-	-
B.5	Project Billboard	LS	1.00	-	-
B.7	Occupational Safety and Health Program	month	3.50	-	-
1027(1)	Cement Plaster Finish	Sq.m.	280.80	191.76	53,846.20
1002(6)	Cold Water Lines (High Density Pipe)	LS	1.0	29,203.14	29,203.14

IV. Scope of Contract

The following documents shall be deemed to form, be read and construed as part of this Contract:

- General and Special Conditions of Contract;
- Drawings/Plans;
- Specifications;
- Invitation to Bid;
- Instructions to Bidders;
- Bid Data Sheet;
- Addenda and/or Supplemental/Bid Bulletins, if any;
- 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;
- Eligibility requirements, documents and/or statements;
- Performance Security;
- Notice of Award of Contract and the Bidder's conforme thereto;
- 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.

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.

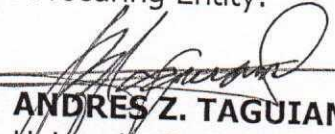
Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.

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:



ANDRES Z. TAGUIAM
University President
ID No. BM-0001
Issued on: 10-27-15
Issued at: NVSU

For the Supplier:


MARLON G. DUPINGAY
Authorized Representative
ID No. 0118616
Issued on: 12/7/10
Issued at: MANILA

Signed in the presence of:


NVSU Representative


Contractor Representative





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 **ANDRES Z. TAGUIAM** of the Nueva Vizcaya State University, who presented to me his valid ID _____ issued by _____ as competent proof of identity, and **MARLON G. DUPINGAY** of Southland Construction and Supplies who presented to me his valid ID 0118616 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 27 day of Dec. 2018 in Bayombong, Philippines.

Doc. No: 01;
Page No.: 02;
Book No.: XIX;
Series of 2018.


Notary Public
ATTY ARIEL IAN M MADDELA
NOTARY PUBLIC UNTIL DEC 31, 2019
PTR No 2089207 12/28/17
IBP No 1086858 12/04/17
ROLL No 54595 - 05/04/07
BAYOMBONG, NUEVA VIZCAYA