



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 _____ 2021 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 **REMOTE CONSTRUCTION**, with principal office at #28 Pinsao Pilot Project, Baguio City represented herein by its Manager, **MR. SAMMY A. BUYAGAN**, hereinafter referred to as the **Contractor**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for **Project 2021-08: Upgrading Indoor and Controlled Button Mushroom Production Facility 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 MARCH 17, 2021;

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 **Four Million Six Hundred Nineteen Thousand Nine Hundred Twenty Eight Pesos & 27/100 only (Php4, 619,928.27).**

II. Expected date of Completion of Works: One Hundred Eighty (180) 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:

ID No.	Description	Unit	Qty	Unit Cost	Amount
A.1.1 (3)	Construction of Field Office for the Engineer	LS	1.00	38,148.81	38,148.81
B3	Permits and Clearances	LS	1.00	55,755.00	55,755.00
B.4 (8)	Permanent Monuments and Markers	LS	1.00	9,912.00	9,912.00
B.5	Project Billboard / Signboard	Each	1.00	1,269.98	1,269.98
800 (2)	Occupational Safety & Health Program	LS	1.00	51,294.60	51,294.60
100(3)a2	Individual Removal of Trees	LS	1.00	2,601.90	2,601.90
101 (1)	Removal of Structure and Obstruction	LS	1.00	5,451.60	5,451.60
103(1)a	Structure Excavation (Common Soil)	Cu.m.	320.00	266.58	85,305.60
104(2)d	Embankment from Borrow	Cu.m	116.00	904.68	104,942.88
804(1)a	Embankment from Structure Excavation	Cu.m	36.29	602.63	21,869.44
804(4)	Gravel Fill and Bedding	Cu.m.	38.00	560.81	21,310.78
900(1)a1	Structural Concrete (Col. Footing, Tie Beam, Column, SOG, Patways and Conc. Gutter -Class A, 28 days)	Cu.m.	78.30	5,807.10	454,695.93
902 (1)	Reinforcing Steel (Deformed) - Grade 40	Kg	9,165.51	64.30	589,342.29
903(2)	Formworks and Falseworks	Sq.m.	477.86	398.64	190,494.11
1001(8)	Sewer Line Works	LS	1.00	25,325.16	25,325.16
1004(2)	Finishing Hardware	set	74.00	583.50	43,179.00
1010(4)	Wooden Doors and Frames	LS	1.00	137,529.00	137,529.00
1010(2)b	Aluminum Glass Door (Swing Type - includes Grills)	Sq.m.	9.62	3,717.00	35,757.54
1008	Aluminum Glass Window (Sliding includes Steel Grills)	Sq.m.	65.88	3,717.00	244,875.96
1014	Prepainted Metal Sheets (Rib Type, Long Span-above 0.427 thick	Sq.m	244.80	455.62	111,535.77
1027(1)	Cement Plaster Finish	Sq.m.	805.72	270.43	217,890.85
1043(1)	PVC Doors and Frames	LS	1.00	8,487.15	8,487.15
1046	125mm CHB Non-load Bearing (Including Reinforcing steel)	Sq.m.	608.14	822.30	500,073.52
1047(1)	Structural Steel Roof Framing	LS	1.00	234,552.02	234,552.02
1018	Unglazed Tiles	Sq.m.	252.34	978.07	246,806.18
1018(1)	Glazed Tiles	Sq.m.	23.42	121.09	2,835.92
1003(1)	4.5mm Fiber Cement Board/4.5mm Marine plywood on Metal Frame Ceiling	Sq.m.	240.00	799.53	191,887.20
1001(9)	Storm Drainage and Downspout	LS	1.00	13,178.25	13,178.25
1002(6)	Cold Water Line Pipes and Fittings	LS	1.00	24,677.01	24,677.01
1002(5)	Plumbing Fixtures	LS	1.00	46,564.72	46,564.72
1032(1)a	Painting Works (Masonry Painting)	Sq.m.	1,050.00	212.87	223,513.50
1032(1)b	Painting Works (Wood Painting)	Sq.m.	58.80	401.62	23,615.25
1032(1)c	Painting Works (Metal Painting)	Sq.m.	71.91	250.15	17,988.28
401(5)	Pedestrian Railings & Others	LS	1.00	27,233.22	27,233.22
1100(30)	Conduit Works, Boxes and Fittings	LS	1.00	58,431.24	58,431.24
1101(33)	Wires and Wiring Devices	LS	1.00	320,523.11	320,523.11

1102(1)	Panel Board with Main Breaker/Branches	LS	1.00	113,244.60	113,244.60
1103(1)	Lighting Fixtures and Lamps	LS	1.00	117,828.90	117,828.90
				TOTAL BID COST:	4,619,928.27

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

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. AZT-001

Issued on: 10-27-15

Issued at: NVSU

SAMMY A. BUYAGAN


Manager

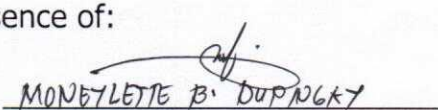
ID No. 305-468-851-000

Issued on: 02-27-2019

Issued at: BIR

Signed in the presence of:


NVSU Representative


MONETTELE B. DUPONG
Contractor Representative

Funds Available:

LIZA B. PARAGUAS

NVSU Accountant IV

By 11-2021-04315

4.619.928.27

ACKNOWLEDGMENT

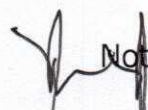
Republic of the Philippines)
Province of Nueva Vizcaya)
Municipality of Bayombong) s.s.

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 AZT-001 issued by NVSU as competent proof of identity, and **SAMMY A. BUYAGAN** of REMOTE CONSTRUCTION who presented to me his valid ID 805-468-850 issued by DIR 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 17th day of MARCH 2021 in BAYOMBONG, NUEVA VIZCAYA Philippines.

Doc. No: 70 ;
Page No.: 16 ;
Book No.: 1 ;
Series of 2021.


Notary Public
FIDEL G. SANTOS
Notary Public Until June 30, 2021
Bayombong, Nueva Vizcaya
NOT. COM. NO. 12-18; Jan. 3, 2019
Roll of Attorney's No. 48362
IBP Fees OR No. 155045; Jan. 26, 2021
PTR No. 2520509; Jan. 5, 2021
MCLE No. VI-0013827; Oct. 01, 2018

