



Republic of the Philippines  
**NUEVA VIZCAYA STATE UNIVERSITY**  
3700 Bayombong, Nueva Vizcaya

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**CONTRACT OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract is made and executed this \_\_\_ day of \_\_\_\_\_ 2019 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 **TADIAN GENERAL CONSTRUCTION**, with principal office at Tadian, Mountain Province represented herein by its Manager, **MR. REYNALDO S. DEL AMOR**, hereinafter referred to as the **Contractor**;

**WITNESSETH:**

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for the **Project: 2019-32 Construction of Academic Classroom 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 December 04 2019;

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 **One Million Three Hundred Thirty Three Thousand One Hundred Seventy pesos & 21/100 only (Php1,333,170.21)**.

**II. Expected date of Completion of Works: Seventy Five (75) 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

### 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	QUANTITY	UNIT	UNIT COST	TOTAL COST	5% discount
800(2)	Clearing and Grubbing	50.00	sq.m	250.25	12,512.50	11,886.88
803(1)a	Structure Excavation	18.94	cu.m.	661.59	12,530.51	11,903.98
804(1)a	Embankment (Backfilling)	24.00	cu.m	737.71	17,705.04	16,819.79
900(1)c1	Structural Concrete (Canopy, Shearwall, Stair), CLASS "A", 28 days	3.57	cu.m	6,848.25	24,448.25	23,225.84
900(1)c2	Structural Concrete (Footing and Slab on Fill), CLASS "A", 28 days	3.71	cu.m	5,715.79	21,205.58	20,145.30
900(1)c3	Structural Concrete (Footing Tie Beams), CLASS "A", 28 days	1.42	cu.m	6,506.30	9,238.94	8,776.99
900(1)c4	Structural Concrete (Column), CLASS "A", 28 days	2.05	cu.m	6,962.51	14,273.14	13,559.48
900(1)c5	Structural Concrete (Suspended Slab), CLASS "A", 28 days	10.07	cu.m.	11,127.30	112,051.91	106,449.31
900(1)c6	Structural Concrete (Beams, Girders), CLASS "A", 28 days	7.08	cu.m	5,548.21	39,281.32	37,317.25
902(1)a1	RSB (Deformed), Grade 40	3,985.85	kgs	63.09	251,467.27	238,893.91
903(2)	Forms and Falseworks	226.34	sq.m.	436.38	98,770.24	93,831.73
1000(1)	Soil Poisoning	1.00	lit	1,661.10	1,661.10	1,578.05
1005(1)	Residential Casement (Steel)	19.20	sq.m.	4,305.10	82,657.92	78,525.02
1009(1)a	Jalousie Windows Glass	12.80	sq.m	10,868.18	139,112.70	132,157.07
1010(2)a	Doors (Flush Type)	11.68	sq.m.	6,853.18	80,045.14	76,042.88
1021(1)a	Cement Floor Finish (Plain)	218.47	sq.m.	354.33	77,410.47	73,539.95
1027(1)	Cement Plaster Finish	350.79	sq.m.	371.91	130,462.30	123,939.19
1046(1)a1	CHB Non-Load Bearing (incl. RSB) 100mm	30.67	sq.m.	637.98	19,566.84	18,588.50
1046(1)a2	CIIB Non-Load Bearing (incl. RSB) 150mm	28.14	sq.m	876.68	24,669.77	23,436.28
1100(10)	Conduits, Boxes and Fittings	1.00	ls	12,962.51	12,962.51	12,314.38
1101(33)	Window Accessory	1.00	ls	85,077.98	85,077.98	80,824.08
1102(1)	Panel Board with Main and Branch Breakers	1.00	ls	24,263.93	24,263.93	23,050.73
1103(1)	Lighting Fixtures	1.00	l.s.	33,399.98	33,399.98	31,729.98
1003(17)	Carpentry and Joinery Works	1.00	l.s	21,594.30	21,594.30	20,514.59
B.1	OFFICES, SHOPS AND WORKMENS ACCOMODATION FOR CONTRACTOR	1.00	l.s	21,357.00	21,357.00	20,289.15
B.5	Project Billboard/Signboard	1.00	each	6,066.57	6,066.57	5,763.24
B.7(2)	Occupational safety and health	1.00	l.s.	29,543.85	29,543.85	28,066.66

### 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;

- 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.

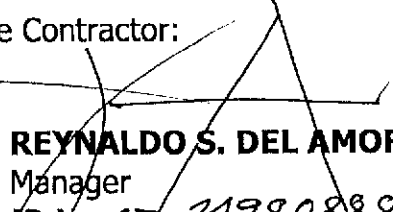
Not with standing any reference to arbitration herein, the parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and the **Procuring Entity** shall pay the **Contractor** any monies due to it.

**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. A2T - 0001  
Issued on: 10-27-15  
Issued at: NVSU


**REYNALDO S. DEL AMOR**  
Manager   
ID No. CT 24980888  
Issued on: Jan. 3 2019  
Issued at: TADAN, NY. PROVINCE

Signed in the presence of:

  
NVSU Representative

  
**ROBERTO D. PATERNO**  
Contractor Representative

**Funds Available:**

  
**LIZA B. PARAGUAS**  
NVSU Accountant IV *d*  
Obs: Cf 2016-11-445

**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 NVSU as competent proof of identity, and **REYNALDO S. DEL AMOR** of Tadian General Construction who presented to me his valid ID 24980988 issued by TADIAN LGU 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 20th day of December 2019 in Baguio, Philippines.

Doc. No: 413 ;  
Page No.: 83 ;  
Book No.: XXV ;  
Series of 2019.

Notary Public  
VALERIO T. TEEBOL  
Notary Public for the Province of Nueva Vizcaya 2019  
PTR No. \_\_\_\_\_, January 3, 2019  
IBP OR \_\_\_\_\_, January 3, 2019  
Roll No. \_\_\_\_\_, Baguio-Benguet

