



Republic of the Philippines
NUEVA VIZCAYA STATE UNIVERSITY

3700 Bayombong, Nueva Vizcaya

NOTICE OF AWARD

January 15, 2020

MR. GEORGE V. BURTON

Manager

G.V Burton Builders & Construction Supply

Bayombong, Nueva Vizcaya

Sir:

We are happy to notify you that Project: **2020-08: Improvement of IT Laboratory and Facilities for Bambang Campus** is hereby awarded to you as the bidder with 2nd Lowest Calculated and Responsive Bid at a contract equivalent to **Six Million Five Hundred Forty Three Thousand Eight Hundred Four Pesos & 08/100 only (Php6,543,804.08)**.

You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the stated below requirements:

1. *Performance Security* in any of the following forms:
 - a. Cash, certified check, cashier's check, bank draft or irrevocable letter of credit – 5% of the total contract price
 - b. Bank guarantee – 10% of the total contract price
 - c. Surety Bond, callable on demand issued by surety or insurance companies – 30% of the total contract price
2. *Construction schedule and S-curve*
3. *Manpower schedule*
4. *Construction methods*
5. *Equipment utilization schedule*
6. *Construction safety and health program approved by the Department of Labor and Employment*
7. *PERT/CPM or other acceptable tools of project scheduling.*

Failure to enter into the said contract or provide the performance security and other documents shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,

ANDRES Z. TAGUIAM

President

Conforme:

G.V BURTON BUILDERS & CONSTRUCTION SUPPLY

Date: January 17, 2020

CAMPUSES:

BAYOMBONG CAMPUS

Telefax: (078) 321-2112

BAMBANG CAMPUS

Telefax: (078) 392-1605



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 31 day of Jan 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 **G.V. BURTON BUILDERS AND CONSTRUCTION SUPPLY**, with principal office at Bayombong, Nueva Vizcaya represented herein by its Manager, **MR. GEORGE V. BURTON**, hereinafter referred to as the **Contractor**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for the **Project: 2020-08: Improvement of IT Laboratory and Facilities for Bambang Campus**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Contractor** to the aforesaid civil work;

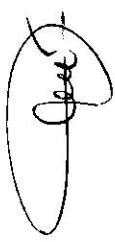
WHEREAS, the **Procuring Entity** has issued the Notice of Award to the **Contractor** on January 17 2020;

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 Six Million Five Hundred Forty Three Thousand Eight Hundred Four Pesos & 08/100 only (Php 6,543,804.08).

II. Expected date of Completion of Works: Three Hundred (300) 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:


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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:

2020-08: Improvement of IT Laboratory and Facilities for Bambang Campus						
ITEM NO	ITEM OF WORK	QTY	UNIT	UNIT COST	TOTAL COST	TOTAL DISCOUNTED COST OF 11%
900(1)c4	Structural Concrete (Columns), Class "A", 28 days, (Fourth Floor	19.03	cu m	6,128.51	116,625.54	103,796.66
900(1)c6	Structural Concrete (Beams), Class "A", 28 days, (Roof Beams)	19.88	cu m	6,042.68	120,128.47	106,914.24
902(1)a	Reinforcing Steel (Deformed), Grade 40	18,499.91	kgs	72.20	1,335,693.50	1,188,619.21
900(1)c1	Structural Concrete (Canopy, Shearwall, Gutter), Class "A"	16.74	cu m	5,419.35	90,719.91	80,740.70
1046(2)a2	CHB Non-Load Bearing(Including Reinforcing Steel, 150mm	123.95	sq m	1,363.04	168,948.80	150,363.74
1046(2)a1	CHB Non-Load Bearing(Including Reinforcing Steel, 100mm	180.12	sq m	977.14	176,002.45	156,641.35
1027(1)	Cement Plaster Finish, 16mm THK (Fourth Floor)	1113.3	sq m	226.42	252,073.38	224,341.08
1021(1)a	Cement Floor Finish, Plain	81.75	sq m	297.62	24,330.43	21,653.94
1001(9)	Storm Drainage and Downspout	1.00	LS	91,444.52	91,444.52	81,385.62
1018(2)	Unglazed Tiles	204	sq m	1,259.81	257,001.24	228,730.92
1010(2)a	Doors, Flush Type , wood	14.50	sq m	1,273.03	18,458.93	16,428.35
1005(1)	Residential Casement	26.88	sq m	3,707.81	99,665.93	88,702.65
1009(1)a	Jalousie Window Glass	13.8	sq m	1,206.86	16,654.66	14,822.58
903(2)	Forms and Falseworks	100.8	sq m	1,473.13	148,491.50	132,156.86
1004(2)	Finishing Hardware	1	LS	17,640.00	17,640.00	15,699.60
1010(1)	Frames (wooden jambs)	6	sets	2,532.60	15,195.60	13,524.06
1100(10)	Conduits, Boxes and Fittings	1	LS	32,413.50	32,413.50	28,848.01
1101(33)	Wires and Wiring Devices	1	LS	48,163.50	48,163.50	42,865.51
1102(1)	Panel Board with Main and Branch breakers	1	LS	11,982.60	11,982.60	10,664.51
1103(1)	Lighting Fixtures and Lamps	1	LS	34,398.00	34,398.00	30,614.22
B.5	Project Billboard/Signboard	1	each	2,879.10	2,879.10	2,562.39
1051(6)	Metal Railing	1	LS	50,740.20	50,740.20	45,158.77
1003(1)a1	Ceiling (4.5 mm Fiber Cement Board)	283.5	sq m	807.50	228,926.25	203,742.94
1014(1)b2	Pre-Painted Metal Sheets, Long Span (Ribb Type	312.44	sq m	470.31	146,943.65	130,778.01
1047(8)	Structural Steel (Roof Framing)	4,608	kgs	155.57	716,866.56	637,977.60
1017(3)c	Gutter Drain with Strainer, 100mmø	20	sets	575.19	11,503.80	10,238.20
1032(1)a	Painting Works, (Masonry/Concrete)	3,434.91	sq m	515.79	1,771,692.22	1,576,795.43
1032(1)b	Painting Works, (Wood)	294	sq m	173.23	50,929.62	45,325.98
1047(1)	Structural Steel (fire exit Ladder)	1	LS	31,890.60	31,890.60	28,382.63
801(6)	Removal of Structures and Obstructions (concrete)	4.48	cu m	2,117.81	9,487.78	8,444.08
901(1)	Lean Concrete	14	cu m	4,601.25	64,417.50	57,331.54
1200(1)	Ventilating Equipment	1	LS	197,946.00	197,946.00	176,171.94

1003(17)	Carpentry and Joinery Works	1	LS	27,972.00	27,972.00	24,895.08
1032(1)C	Painting Works, (Steel)	175.12	sq m	203.62	35,657.93	31,735.24
1200(2)c	Oscillating	5	sets	3,112.20	15,561.00	13,849.25
1005(4)	Awning Ventilator	1.44	sq m	4,331.25	6,237.00	5,550.92
1013(2)a1	Ridge Roll/Hip Rolls	27.88	ln m	348.90	9,727.33	8,657.29
1018(3)	Glazed Tiles	34.24	sq m	1,779.79	60,940.00	54,236.50
1006(5)	Fire Rated Fire Exit Steel door	5.88	sq m	5,055.86	29,728.45	26,458.29
1005(7)	Window Accessories	1	LS	89,226.27	89,226.27	79,411.38
1043(2)	PVC Doors and Frames	4	sets	3,187.80	12,751.20	11,348.56
1002(8)	Plumbing Fixtures	1	LS	26,945.10	26,945.10	23,981.13
1001(8)	Sewer Line Works	1	LS	15,126.30	15,126.30	13,462.40
1002(28)	Plumbing Cold water Lines	1	LS	17,709.30	17,709.30	15,761.27
800(1)	Site Clearing	1456	sq m	25.96	37,797.76	33,633.60
1201(1)	Water pumping System	35	ln m	1,877.94	65,727.90	58,497.60
1013(2)b1	End Flashing	15.5	ln m	525.14	8,139.67	7,244.23
900(1)b5	Structural Concrete (Suspended slab), Class "A", 28 days	1.2	sq m	11,812.50	14,175.00	12,615.74
1047(2)	Structural Steel (Roof Ladder)	1	LS	31,941.00	31,941.00	28,427.49
1008(a)2	Fixed Glass Window on Tubular Frame	3.36	sq m	6,600.00	22,176.00	19,736.64
1,004.00	Hardware	1	LS	130,410.00	130,410.00	116,064.90
B.1	Offices, shops and workmen's accommodation for contractor	1	LS	31,500.00	31,500.00	28,035.00
B.7(1)	Occupational Safety and Health Program	10	mont hs	29,087.45	290,874.50	258,878.30
1007(1)a	Aluminum Glass Door, Sliding Type	5.6	sq m	2,187.00	12,247.20	10,899.95
TOTAL PROJECT COST					6,543,971.53	6,543,804.08
					Estimated Amount	Amount with Discount
NOTE: The contractor offers a 11 % 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:

- 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.

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

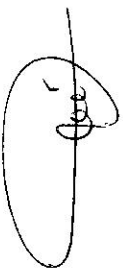
If the **Contractor** fails to satisfactorily deliver any or all of the works within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct 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:

For the Contractor:

ANDRES Z. TAGUIAM

University President

ID No. Q2T-001

Issued on: 10-27-15

Issued at: NVSU

GEORGE V. BURTON

Manager

ID No. 0032146

Issued on: 4-7-1986

Issued at: PRC

Signed in the presence of:

ANNE ALMENDRA-GUSTALES, CPA

FINANCIAL MANAGEMENT OFFICER

NVSU Representative

ROMEL C. JASILLO

Contractor Representative

Funds Available:

LIZA B. PARAGUAS

NVSU Accountant IV

GAP 2020 (P 7,500,000)

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 **GEORGE V. BURTON** of G.V. Burton Builders and Construction Supply who presented to me his valid ID 0032146 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.


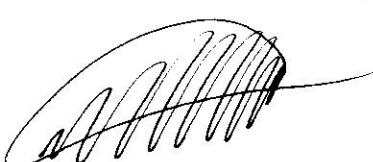
The foregoing instrument, consisting of seven (7) pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof, and pertains to the Contract of Agreement for goods/supplies/services.

JAN 31 2020

WITNESS MY HAND AND SEAL on this _____ day of _____ 2020 in _____, Philippines.

Doc. No: 152 ;
Page No.: 34 ;
Book No.: II ;
Series of 2020.


ATTY. CLARIZA S. REYES
NOTARY PUBLIC WITH RESIDENCE IN
COMM. NO. Notary Public
PTR NO. 00000000000000000000
IEP NO. 00000000000000000000
ROLL NO. 00000000000000000000
MCLE NO. 00000000000000000000
EATC NO. 00000000000000000000



Republic of the Philippines

NUEVA VIZCAYA STATE UNIVERSITY

3700 Bayombong, Nueva Vizcaya

NOTICE TO PROCEED

January 29, 2020

MR. GEORGE V. BURTON

Manager

G.V Burton Builders & Construction Supply

Bayombong, Nueva Vizcaya

Sir:

The attached Contract Agreement having been approved, notice is hereby given to G.V Burton Builders & Construction Supply that works may proceed for **2020-08: Improvement of IT Laboratory and Facilities for Bambang Campus** effective seven (7) days after the receipt of this notice.

Upon receipt of this notice, you are responsible for the execution and completion of the Works under the terms and conditions of the Contract/Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the NVSU – UBAC Office.

Very truly yours,

ANDRES L. TAGUIAM

President

I acknowledge receipt of this Notice on January 31, 2020

Name of the Representative of the Bidder: ROMEL C. BASILIO

Authorized Signature: 

CAMPUSES:

BAYOMBONG CAMPUS

Telefax: (078) 321-2112

BAMBANG CAMPUS

Telefax: (078) 392-1605