



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 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.

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**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:

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	months	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:

- 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

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. 021-001

Issued on: 10-27-15

Issued at: NVSU

**GEORGE V. BURTON**

Manager

ID No. 0032146

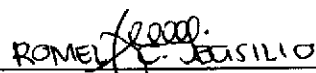
Issued on: 4-7-1986

Issued at: PRC

Signed in the presence of:

  
**ARLENE ALMENDRA-GONZALES, CPA**  
FINANCIAL MANAGEMENT OFFICER

NVSU Representative

  
**ROMEL C. JACULIO**

Contractor Representative

**Funds Available:**

  
**LIZA B. PARAGUAS**

NVSU Accountant IV

GAA 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. IBANEZ, CPA  
NOTARY PUBLIC UNTIL DEC 31, 2020  
COM. NO. Notary Public 1219 219  
PTR NO. 24 261 001 1270 119  
LEP LIFETIME REG. NO. 6108 117  
ROLL NO. 6108 117 0002 112  
MCLE NO. 10-011 10010110 0474722  
BAYOMBONG, NUEVA VIZCAYA

*[Handwritten signatures and initials]*



Republic of the Philippines  
**NUEVA VIZCAYA STATE UNIVERSITY**  
 Bayombong Campus, Bayombong, Nueva Vizcaya  
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**UBAC RESOLUTION NO. 2019-\_\_\_\_**  
**Resolution Declaring 2<sup>nd</sup> Lowest Calculated and Responsive Bid**  
**and Recommending the Project for Award**

**WHEREAS**, the Nueva Vizcaya State University advertised and posted the Invitation to Apply for Eligibility and to Bid for the Project: **2020-08 Improvement of IT Laboratory and Facilities for Bambang Campus** subjected to with an ABC of Php7,362,855.86 in the NVSU website, the PhilGEPS, the NVSU UFM Radio and conspicuous places in the premises of the NVSU and some Municipal Offices of Nueva Vizcaya on December 6, 2019;

**WHEREAS**, in response to the said advertisement, four (04) prospective contractors bought the bidding documents. During the opening of eligibility and financial documents, the four (04) bidders passed the preliminary examinations as to legal/technical and financial bids and were found eligible on December 27, 2019;

Bidder	Bid Amount/Remarks
SIFU J BUILDERS CORP.	6,167,117.90
AQUINO DELA CRUZ ENG'G CONSTRUCTION	7,327,381.42
G.V. BURTON BUILDERS & CONSTRUCTION SUPPLY	6,583,971.53
TADIAN GENERAL CONSTRUCTION	7,109,275.01

**WHEREAS**, the bidder with the Lowest Calculated Bid, SIFU J BUILDERS CORP., was post-disqualified;

**WHEREAS**, upon careful examination, verification, validation, and ascertainment of all statements and representations made, including all documents submitted by the bidder with the 2<sup>nd</sup> Lowest Calculated Bid, its bid has been found to be responsive;

Bidder	Contract Amount
G.V. BURTON BUILDERS & CONSTRUCTION SUPPLY	6,543,804.08

**NOW, THEREFORE**, We, the Members of the University Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED to:

- a. award the project to G.V. BURTON BUILDERS & CONSTRUCTION SUPPLY having the 2<sup>nd</sup> Lowest Calculated and Responsive Bid in the amount of Php6,543,804.08; and
- b. recommend for approval by the President of the NVSU the foregoing action.

**RESOLVED**, at the NVSU Bayombong Campus, Bayombong, Nueva Vizcaya, this 14<sup>th</sup> day of January 2020.

*[Signature]*  
**CHERRY D. QUIDIT**  
 Provisional Member, UBAC

*[Signature]*  
**RIGSER L. DALLONG**  
 Member, UBAC

*[Signature]*  
**ALMA M. VALDEZ**  
 Member, UBAC

*[Signature]*  
**MICHAEL GEORGE L. UBANDO**  
 Member, UBAC

*[Signature]*  
**ARACELY DOMAGAS**  
 Chair, UBAC

*[Signature]*  
**EDWIN B. BARAL**  
 Provisional Member, UBAC

cc. The President  
 The VP for Administration & Finance  
 The Records Office  
 UBAC File