



Republic of the Philippines  
**NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY**  
Gen. Tinio St., Cabanatuan City  
Telefax No. (044) 463-0226  
Website: [www.neust.edu.ph](http://www.neust.edu.ph)

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**BIDS AND AWARDS COMMITTEE FOR INFRASTRUCTURE PROJECTS**

**NOTICE OF AWARD**

February 21, 2018

**MR. DANILO G. SARMENTA**

Manager

D.G. Sarmenta Construction

Aduas, Cabanatuan City

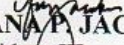
Dear Mr. Sarmenta:

We are pleased to inform you that your Bid dated February 13, 2018 for the **PROVISION OF GABION (ALONG ASAN CREEK), NEUST Gabaldon Campus, Gabaldon, Nueva Ecija** for the contract price equivalent to **FIFTEEN MILLION TWO HUNDRED FORTY THREE THOUSAND NINE HUNDRED TWENTY PESOS AND 88/100 (Php 15,243,920.88)** as corrected and modified in accordance with the Instruction to Bidders as recommended by the Bids and Awards Committee, a copy of which is hereto attached, is hereby accepted.

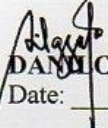
You are hereby required to provide within ten (10) days from the receipt of this Notice of Award the Performance Security in the form and the amount stipulated in the Bid Documents.

Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of your bid security.

Very truly yours,

  
**FELICIANO P. JACOBA, Ed.D.**  
SUC President III

CONFORME:

  
**DANILO G. SARMENTA**

Date: FEB. 21, 2018



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**BIDS AND AWARDS COMMITTEE FOR INFRASTRUCTURE PROJECTS**

**NOTICE TO PROCEED**

February 23, 2018

**MR. DANILO G. SARMENTA**

Manager

D.G. Sarmenta Construction

Aduas, Cabanatuan City

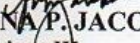
Dear Mr. Sarmenta:

Notice is hereby given to **D.G. SARMENTA CONSTRUCTION** that work may commence on the **PROVISION OF GABION (ALONG ASAN CREEK)** located at NEUST Gabaldon Campus, Gabaldon, Nueva Ecija for the contract price equivalent to **FIFTEEN MILLION TWO HUNDRED FORTY THREE THOUSAND NINE HUNDRED TWENTY PESOS AND 88/100 (Php 15,243,920.88)**.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the 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 (1) copy and return the other to the Nueva Ecija University of Science and Technology, Cabanatuan City.

Very truly yours,

  
**FELICIANO P. JACOBA, Ed.D.**  
SUC President III

I acknowledge receipt of this notice on: FEB. 23, 2018

Name of Bidder: D.G. SARMENTA CONSTRUCTION

Authorized Signature: 



## CONTRACT FOR THE PROVISION OF GABION (ALONG ASAN CREEK)

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into this 22<sup>th</sup> day of February, 2018 by and between;

The **NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY**, duly represented by its President, **ENGR. FELICIANA P. JACOBA, Ed.D.** hereinafter called the owner as the Party of the First Part;

-and-

**MR. DANILO G. SARMENTA**, Manager of **D. G. SARMENTA CONSTRUCTION**, a duly registered and licensed contractor with postal address at Aduas Norte, Cabanatuan City hereinafter called as the Party of the Second Part.

**WHEREAS**, the Owner/Party of the First Part is desirous that certain works should be constructed particularly at the **NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY**, Gabaldon Campus, Gabaldon, Nueva Ecija and has accepted the bid of the Contractor/Party of the Second Part for the **PROVISION OF GABION (ALONG ASAN CREEK)** located at **NEUST Gabaldon Campus, Gabaldon, Nueva Ecija** in the amount of **FIFTEEN MILLION TWO HUNDRED FORTY THREE THOUSAND NINE HUNDRED TWENTY PESOS AND 88/100 (Php 15,243,920.88) Philippine Currency**, in accordance with the provisions of the bidding documents with the following major scope of work, to wit:

Project: **PROVISION OF GABION (ALONG ASAN CREEK)**  
Location: **NEUST Gabaldon Campus, Gabaldon, Nueva Ecija**

**Scope of Work:**

1. Provision of flood control structure (gabion) along Asan Creek.
2. Embankment from borrow and excavated materials.
3. Provision of 8 layers gabion with filter cloth (L=125 meters) and 35 sq. m. end area for embankment from borrow and 80% embankment from excavated materials.
4. Provision of 7 layers gabion with filter cloth (L=80 meters) and 54 sq. m. end area for embankment from borrow and 80% embankment from excavated materials.
5. Provision of 6 layers gabion with filter cloth (L=105 meters) and 40 sq.m. end area for embankment from borrow and 80% embankment from excavated materials.
6. Site clearing of project area.

This Contract witnesseth as follows:

- I. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to;
- II. That the following documents shall be deemed to form and be interpreted and constructed as part of the Contract, viz:
  - a. General and Special Conditions of Contract;
  - b. Drawings/Plans;
  - c. Specifications;
  - d. Invitation to Apply for Eligibility and to Bid;
  - e. Bidding Documents;
  - f. Addenda and/or Supplemental/Bid Bulletins, if any;
  - g. Bid form, including all the documents/statements contained in the Bidder's envelopes, as annexes;
  - h. Eligibility requirements, documents and/or statements;
  - i. Performance Security;
  - j. Notice of Award of Contract and winning Bidder's "Conforme" thereto; and,



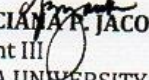
- k. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Bidding Documents, such as the construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by DOLE and PERT/CPM.
- III. In consideration of the payments to be made by the Party of the First Part to the Party of the Second Part, hereinafter mentioned as Contractor hereby covenants with the Party of the First Part of **PROVISION OF GABION (ALONG ASAN CREEK)**;
- IV. That the Party of the Second Part shall furnish with his own funds all labor, materials and equipment and other plans necessary for the complete accomplishment of the aforesaid project and shall be primarily responsible in the acquisition of all permits and other documents necessary prior to actual work of the project;
- V. The Party of the Second Part shall execute a Bid Securing Declaration intended primarily to guarantee the full and faithful compliance of its obligation to the Party of the First Part of the contract, including payment of wages and materials, allowances and other claims that arise out of the contract as fully completed in accordance with the approved plans, specifications and Program of Work of the project;
- VI. The Party of the Second Part shall complete **PROVISION OF GABION (ALONG ASAN CREEK)** located at **NEUST Gabaldon Campus, Gabaldon, Nueva Ecija** as herein described within **ONE HUNDRED EIGHTY (180) CALENDAR DAYS** from the effective date that the Party of the First Part shall have notified the Party of the Second Part in writing to commence the construction work unless no additional time is given the Party of the Second Part in writing;
- VII. That the Party of the Second Part, in case of delay in the prosecution of the project, shall be liable to the Party of the First Part as liquidated damages at the rate of 0.1% applicable to the total contract cost less value of usable portion of the project per day of delay beyond the contract expiry date;
- VIII. That the Party of the First Part hereby covenants to pay the Party of the Second Part in consideration for the **PROVISION OF GABION (ALONG ASAN CREEK)** located at **NEUST Gabaldon Campus, Gabaldon, Nueva Ecija** in the amount of **FIFTEEN MILLION TWO HUNDRED FORTY THREE THOUSAND NINE HUNDRED TWENTY PESOS AND 88/100 (Php 15,243,920.88) Philippine Currency**;
- IX. The Party of the Second Part warrants that he has not given nor promised to give money or gifts of any kind to any employee of the Party of the First Part to secure this contract;
- X. That the Party of the First Part reserves the right to terminate and/or rescind this Contract in case the Party of the Second Part violates any of the terms and conditions herein set forth and, that finally;
- XI. That the bidding process for this project is in accordance with the implementing rules and regulation of the RA 9184 otherwise known as the "Government Procurement Reform Act".
- XII. This Contract becomes valid and binding upon approval of the SUC President III of the NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY, Cabanatuan City;




XIII. The Party of the Second Part shall comply with the strict observance of all laws regarding workmen's health, safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws.

IN WITNESS WHEREOF, we have hereto and hereunto set our hands this 22<sup>th</sup> day of February, 2018, hereat the City of Cabanatuan.

BY:

  
**ENGR. FELICIANA P. JACOBA, Ed.D.**  
SUC President III  
NUEVA ECIJA UNIVERSITY OF  
SCIENCE AND TECHNOLOGY  
Party of the First Part

BY:

  
**MR. DANILO G. SARMENTA**  
Manager  
D.G. SARMENTA CONSTRUCTION  
Party of the Second Part

SIGNED IN THE PRESENCE OF:

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF CABANATUAN )  
X-----X

BEFORE ME, a Notary Public for and in the City of Cabanatuan this 22<sup>th</sup> day of February, 2018, personally appeared:

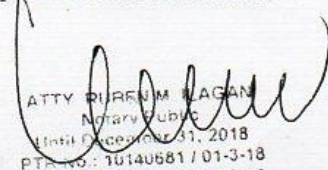
**ENGR. FELICIANA P. JACOBA, Ed.D.** with NEUST Identification Card No. 166.

**DANILO G. SARMENTA** with Driver's License No. C05-81-02377 known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is of their own free will and voluntary act and deed.

I HEREBY CERTIFY that this instrument consisting of three (3) pages refers to a Provision of Gabion (Along Asan Creek), NEUST Gabaldon Campus, Gabaldon, Nueva Ecija including this page where the acknowledgment is written, signed by the parties concerned and their respective instrumental witnesses and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 350  
Page No. 71  
Book No. 111  
Series of 17

  
ATTY. RURUM MAGAN  
Notary Public  
Until December 31, 2018  
PTR No. 10140681 / 01-3-18  
IBP No. 1065099 / 01-05-18  
Cabanatuan City  
SC Roll No. 7465 / 01-21-1955