



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)

**BIDS AND AWARDS COMMITTEE FOR INFRASTRUCTURE PROJECTS**

**NOTICE OF AWARD**

April 4, 2018

**ENGR. BENJAMIN R. REGUYAL**  
President  
F.L. Reguyal Construction Corporation  
474 Maharlika Highway, Cabanatuan City

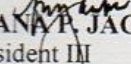
Dear Engr. Reguyal:

We are pleased to inform you that your Bid dated March 27, 2018 for the **PROPOSED AGRICULTURE TRAINING CENTER, NEUST Gabaldon Campus, Gabaldon, Nueva Ecija** for the contract price equivalent to **TWELVE MILLION NINE HUNDRED THIRTY ONE THOUSAND THREE HUNDRED SEVENTEEN PESOS AND 40/100 (Php 12,931,317.40)** 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.

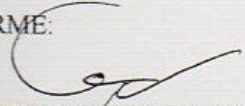
You are hereby required to provide within ten (10) days from the receipt of this Notice of Award the Performance Security in the form and the amount stipulated in the Bid Documents.

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:

  
**ENGR. BENJAMIN R. REGUYAL**  
Date: 4-11-18



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

**BIDS AND AWARDS COMMITTEE FOR INFRASTRUCTURE PROJECTS**

**NOTICE TO PROCEED**

April 6, 2018

**ENGR. BENJAMIN R. REGUYAL**  
President  
F.L. Reguyal Construction Corporation  
474 Maharlika Highway, Cabanatuan City

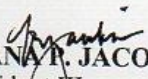
Dear Engr. Reguyal:

Notice is hereby given to **F. L. REGUYAL CONSTRUCTION CORPORATION** that work may commence on the **PROPOSED AGRICULTURE TRAINING CENTER** located at NEUST Gabaldon Campus, Gabaldon, Nueva Ecija for the contract price equivalent to **TWELVE MILLION NINE HUNDRED THIRTY ONE THOUSAND THREE HUNDRED SEVENTEEN PESOS AND 40/100 (Php 12,931,317.40)**.

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. Moreover, you are required to secure building permit application before actual construction of the building.

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 R. JACOBA, Ed.D.**  
SUC President III

I acknowledge receipt of this notice on: 4-11-18

Name of Bidder: BENJAMIN REGUYAL

Authorized Signature: 

## CONTRACT FOR THE PROPOSED AGRICULTURE TRAINING CENTER

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into this 5<sup>th</sup> day of April, 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-

**ENGR. BENJAMIN R. REGUYAL**, President of **F.L. REGUYAL CONSTRUCTION CORPORATION**, a duly registered and licensed contractor with postal address at #474 Maharlika Highway, 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 **PROPOSED AGRICULTURE TRAINING CENTER** located at **NEUST Gabaldon Campus, Gabaldon, Nueva Ecija** in the amount of **TWELVE MILLION NINE HUNDRED THIRTY ONE THOUSAND THREE HUNDRED SEVENTEEN PESOS AND 40/100 (Php 12,931,317.40) Philippine Currency**, in accordance with the provisions of the bidding documents with the following major scope of work, to wit:

Project: **PROPOSED AGRICULTURE TRAINING CENTER**  
Location: **NEUST Gabaldon Campus, Gabaldon, Nueva Ecija**

Scope of Work:

1. Construction of two-storey agriculture training center.
2. Site clearing and earthfilling of project area.
3. Excavation of column footings and wall footings.
4. Reinforced concreting of column footings, columns, footing tie beams, ground floor slabs, floor beams and roof beams.
5. Formworks and scaffolding using ordinary plywood and coco lumber.
6. Masonry works and plastering.
7. Provision of electrical installations and electrical fixtures such as fluorescent lightings, pin lights, convenience outlets, electrical switches, receptacles, panel boards, orbit/wall fans, electric meter, transformer, entrance post and entrance lines.
8. Provision of doors and windows as shown on plan.
9. Provision of comfort rooms with fixtures such as water closet, stainless sink, water faucets, granite floor and wall tiles, soap holder, tissue holder and other plumbing/water lines and accessories with septic tanks as shown on plan.
10. Provision of steel trusses and roofing system including gutters and down spouts.
11. Ceiling works using plywood at interior parts and spandrel at exterior parts.
12. Provision of granite floor tiles at ground and second floors.
13. Provision of stainless stairs/ramp-up railings with tempered glass at stairs.
14. Provision of brick pavers and landscape at selected front side of the building.
15. Provision of drainage system.
16. Painting of exterior and interior parts of the building including ceiling, walls and doors.
17. Provision of door stones at front side of building and cladding at canopy.

18. Provision of project signboards and building signage.
19. Provision of construction safety and health program.
20. Provision of necessary fire clearance/zoning clearance and building permit.

This Contract witnesseth as follows:

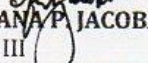
- I. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to;
- II. That the following documents shall be deemed to form and be interpreted and constructed as part of the Contract, viz:
  - a. General 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 **PROPOSED AGRICULTURE TRAINING CENTER**;
- 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 and the occupancy permit after the completeness 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 **PROPOSED AGRICULTURE TRAINING CENTER** located at **NEUST Gabaldon Campus, Gabaldon, Nueva Ecija** as herein described within **TWO HUNDRED FORTY (240) 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;

located at **NEUST Gabaldon Campus, Gabaldon, Nueva Ecija** in the amount of **TWELVE MILLION NINE HUNDRED THIRTY ONE THOUSAND THREE HUNDRED SEVENTEEN PESOS AND 40/100 (Php 12,931,317.40) Philippine Currency;**

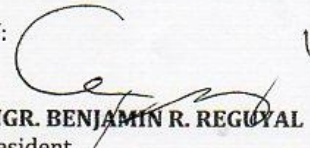
- IX. The Party of the Second Part warrants that he has not given nor promised to give money or gifts of any kind to any employee of the Party of the First Part to secure this contract;
- X. That the Party of the First Part reserves the right to terminate and/or rescind this Contract in case the Party 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 5<sup>th</sup> day of April, 2018, hereat the City of Cabanatuan.

BY:

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

BY:

  
**ENGR. BENJAMIN R. REGUYAL**  
President  
F.L. REGUYAL CONSTRUCTION CORP.  
Party of the Second Part

SIGNED IN THE PRESENCE OF:

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### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF CABANATUAN )

X-----X

BEFORE ME, a Notary Public for and in the City of Cabanatuan this 5<sup>th</sup> day of April, 2018, personally appeared:

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

**ENGR. BENJAMIN R. REGUYAL** with PRC Reg. No. 0051110 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 four (4) pages refers to a Contract for the Proposed Agriculture Training Center, 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. 110  
Page No. 22  
Book No. 11  
Series of 2118

ATTY. RUBEN M. ILAGAN  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2018  
PTR No. CE-15-06871-03-18  
JBP No. 15-06871-01-03-18  
CABANATUAN CITY  
SCROLL No. 7265/01-21-1951