



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 OF AWARD

April 4, 2018

ENGR. JAIME C. AGULTO

JCA Construction

336th Crisostomo St., Brgy. Sanbermecristi Cor. Gen. Tinio St.
Cabanatuan City

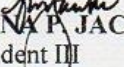
Dear Engr. Agulto:

We are pleased to inform you that your Bid dated March 27, 2018 for the **PROPOSED ONION RESEARCH CENTER, NEUST Gabaldon Campus, Gabaldon, Nueva Ecija** for the contract price equivalent to **FIVE MILLION ONE HUNDRED FIFTY THOUSAND THREE HUNDRED TWO PESOS AND 17/100 (Php 5,150,302.17)** 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. JAIME C. AGULTO

Date: 4/5/18



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BIDS AND AWARDS COMMITTEE FOR INFRASTRUCTURE PROJECTS

NOTICE TO PROCEED

April 6, 2018

ENGR. JAIME C. AGULTO

JCA Construction

336th Crisostomo St., Brgy. Sanbermecristi Cor. Gen. Tinio St.
Cabanatuan City

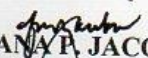
Dear Engr. Agulto:

Notice is hereby given to **JCA CONSTRUCTION** that work may commence on the **PROPOSED ONION RESEARCH CENTER** located at NEUST Gabaldon Campus, Gabaldon, Nueva Ecija for the contract price equivalent to **FIVE MILLION ONE HUNDRED FIFTY THOUSAND THREE HUNDRED TWO PESOS AND 17/100 (Php 5,150,302.17)**.

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 P. JACOBA, Ed.D.
SUC President III

I acknowledge receipt of this notice on: April 16, 2018

Name of Bidder: JAIME C. AGULTO

Authorized Signature: 

CONTRACT FOR THE PROPOSED ONION RESEARCH CENTER NEUST Gabaldon Campus, Gabaldon, Nueva Ecija

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into this 5th 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. JAIME C. AGULTO, Owner/Manager of **JCA CONSTRUCTION**, a duly registered and licensed contractor with postal address at 336th Crisostomo St., Brgy. Sanbermicristi Cor. Gen. Tinio St., Cabanatuan City, herein after 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 ONION RESEARCH CENTER** located at **NEUST Gabaldon Campus, Gabaldon, Nueva Ecija** in the amount of **FIVE MILLION ONE HUNDRED FIFTY THOUSAND THREE HUNDRED TWO PESOS AND 17/100 (Php 5,150,302.17) Philippine Currency**, in accordance with the provisions of the bidding documents with the following major scope of work, to wit:

Project: **PROPOSED ONION RESEARCH CENTER**
Location: **NEUST Gabaldon Campus, Gabaldon, Nueva Ecija**

Scope of Work:

1. Construction of proposed onion research 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, floor slab 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, LED lights, convenience outlets, electrical switches, receptacles and panel board.
8. Provision of doors and windows as shown on plan.
9. Provision of comfort rooms with fixtures such as water closet, stainless sink, lavatories, urinals, cubicle doors, stainless cubicle partitions, water faucets, floor and wall tiles, soap holder, tissue holder and other plumbing/water lines and accessories with septic tank as shown on plan.
10. Provision of steel trusses and roofing system with accessories such as pre-painted roofing, steel purlins, fascia boards, ridge rolls and sag rods.
11. Provision of ceiling boards and joists at interior parts using plywood and spandrel with ventilation at exterior parts.
12. Provision of ceramic floor tiles.
13. Provision of ramp-up railings.
14. Provision of brick pavers at front side of the building.
15. Painting of exterior and interior parts of the whole building including ceiling, doors, columns and walls.
16. Provision of project sign board and building signage.
17. Construction safety and health program.
18. Provision of fire clearance, zoning clearance and building permit.

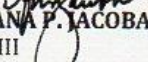
This Contract witnesseth as follows:

- 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 ONION RESEARCH 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 the **PROPOSED ONION RESEARCH CENTER** located at **NEUST Gabaldon Campus, Gabaldon, Nueva Ecija** as herein described within **ONE HUNDRED FIFTY (150) 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 **PROPOSED ONION RESEARCH CENTER** located at **NEUST Gabaldon Campus, Gabaldon, Nueva Ecija** in the amount **FIVE MILLION ONE HUNDRED FIFTY THOUSAND THREE HUNDRED TWO PESOS AND 17/100 (Php 5,150,302.17) 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 5th day of April, 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:


ENGR. JAIME C. AGULTO
Owner/Manager
JCA 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 5th day of April, 2018, personally appeared:

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

ENGR. JAIME C. AGULTO with PRC Identification Card No. 19629 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 Contract for the Proposed Onion Research 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. 0220
Page No. 134

ATTY. RUBEN M. ILANAN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2018