

Republic of the Philippines
NORTHWEST SAMAR STATE UNIVERSITY
Rueda Extension, Calbayog City
Telefax No. (055) 2093657/2093122

Standard Form Number: SF-INFR
Revised on: August 11, 2004

NOTICE TO PROCEED

March 25, 2021

(Date)

B. VICENCIO BUILDERS, INC.

Brgy. Cagsalaosao, Calbayog City
Contact Nos. (055) 5338086/5339109

Dear Sir/Madam:

The attached Contract Agreement having been approved, notice is hereby given to **B. VICENCIO BUILDERS, INC.**, that project may commence on the **CONSTRUCTION OF HOTEL LABORATORY – MAIN CAMPUS** effective on seven (7) days after the receipt of this notice.

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 copy and return the other to Main Campus of Northwest Samar State University.

Very truly yours,



BENJAMIN L. PECAYO, Ed.D.
University President

I acknowledge receipt of this Notice on March 29, 2021

Name of the Representative of the Bidder RODNEY ROSS L. ROLERA

Authorized Signature 

Republic of the Philippines
NORTHWEST SAMAR STATE UNIVERSITY
Main Campus, Calbayog City

CONTRACT AGREEMENT

THIS AGREEMENT made this 24th day of **March 2021** between **NORTHWEST SAMAR STATE UNIVERSITY** (hereinafter called the "Entity") and **B. VICENCIO BUILDERS, INC.** of Brgy. Cagsalaosao, Calbayog City, Samar (hereinafter called the "Contractor"):

WHEREAS, the Entity is desirous that the Contractor execute the **CONSTRUCTION OF HOTEL LABORATORY – MAIN CAMPUS with PR No. 21-02-031** (hereinafter called the "Works") and the Entity has accepted the Bid **FOUR MILLION ONE HUNDRED THIRTY SEVEN THOUSAND [Php4,137,000.00]** by the Contractor thru Negotiated Procurement under Section 53 with sub-title Section 53.4 Adjacent or Contiguous for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Original Contract as a result of Competitive Bidding
 - (b) Scope of work (subject contract & original contract)
 - (c) Drawings and Specifications;
 - (d) NFCC
 - (e) Instructions to Bidder;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) 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;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Credit line issued by a licensed bank if any;
 - (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.
3. In consideration of the payments to be made by the Entity to the Contractor as herein mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respect with a total **contract duration of Two Hundred Ten (210) calendar days**.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract. However, due to limited resources and short duration of contract, the Supplier waived his right to claim any additional payment arising from price escalation.
5. To guarantee the faithful performance of the project to be completed in accordance with the tenor and effect of this Contract, the Contractor shall observe Sec. 39, Rule X of the Revised Implementing Rules and Regulations 2016 of RA9184. The Contractor shall post, furnish and file with the Entity a **Performance Security** within a maximum period of ten (10) calendar days from receipt of the Notice of Award a percentage equal of the total contract price, either a Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to thirty percent (30%). Cash or


RODNEY ROSS L. TOLEDA
Authorized Managing Officer


BENAMIR L. PECAYO, Ed.D.
Univ. Pres./BOR Vice-Chairman

- cashier's/manager's Check issued by a Universal Bank or Bank draft/guarantee or irrevocable Letter of Credit issued by a Universal or Commercial provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank equivalent to ten percent (10%).
6. The Procuring Entity or its representative shall have the right to inspect and/or to test the Works to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity.
 7. Where the Contractor refuses or fails to satisfactorily complete the project within the specified contract time, plus any time extension duly granted and be found to be in default under the Contract, the Contractor shall pay the Entity for liquidated damages in accordance to the pertinent provisions and Implementing Rules and Regulations of R.A. 9184, otherwise known as the Government Procurement Reform Act.
 8. It is hereby mutually agreed upon that the Contractor shall remain liable under GCC No. 12 of the Philippine Bidding Documents and **Section 62.2.3.3** of Rule XIX of the IRR of R.A. 9184 2016 that a **Warranty Security** shall be required to the Contractor in the form of Cash or Letter of Credit issued by a Universal or Commercial Bank, provided, however, that the Letter or Credit shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank equivalent to five percent (5%), Bank guarantee confirmed by a Universal or Commercial Bank equivalent to ten percent (10%) or Surety Bond callable upon demand issued by GSIS or company duly certified by the Insurance Commission as authorized to issue such security equivalent to thirty percent (30%) of the total contract price. The warranty security shall be stated in Philippine Pesos and shall remain effective for one (1) year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.
 9. The Contractor warrants that he/she has not given nor promised to give any money or gift to any employee of the Entity to secure this Contract.

IN WITNESS WHEREOF the parties thereto have caused this Agreement to be executed the day and first before written.

Signed, sealed, delivered by DR. BENJAMIN L. PECAYO, the President for NwSSU.
Signed, sealed, delivered by Rodney Ross L. Roleda, Authorized Managing Officer
for B. Vicencio Builders, Inc.

By the Authority of the Board of Regents:

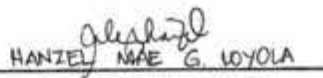

BENJAMIN L. PECAYO, Ed.D.
University President/BOR Vice-Chairman

Binding Signature of the Contractor:


RODNEY ROSS L. ROLEDA
Authorized Managing Officer

Signed in the Presence of:


RAMIL S. CATAMORA, Ed.D.


HANZEL MAE G. LOYOLA
Contractor's witness

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Samar)S.S.
City of Calbayog)

BEFORE ME, a Notary Public for and within the City of Calbayog personally appeared this 24 ~~May~~ March 2021, affiants exhibiting these Residence Tax Certificates below.

BENJAMIN L. PECAYO, Ed.D.
Univ Pres/BOR Vice-Chairman, NwSSU
Res. Cert. No.: 09044172
Issued at: Calbayog City
Date Issued: February 5, 2021

RODNEY ROSS L. ROLEDA
Contractor, B. Vicencio Builders, Inc.
Res. Cert. No.: 09035620
Issued at: Calbayog City
Date Issued: January 5, 2021

Known to me and to me to known to be the same persons who executed the foregoing Contract and they acknowledge to me that the same are their true act and deed for and in behalf of the parties they represent.

This instrument consist of three (3) pages on which this acknowledgement is written, duly signed by the contracting parties and their witnesses and on the margin of the other pages.

Doc. No. 3300
Page No. 660
Book No. 11
Series of 2021

ATTY. HERNANDO M. HERNANDEZ, JR.
Atty. in Charge
126 Rizal, Bldg. 1, Calbayog City
Person Administrating Oath
IBP No. 13,861 / 12-11-2021 / Samar
PIR No. 256,013 / 01-04-2021 / Calbayog
MCTA Compliance No. A1-001136
August 05, 2018 Ilog City
Notary Public for Calbayog City
and Province of Samar

Republic of the Philippines
NORTHWEST SAMAR STATE UNIVERSITY
Rueda Extension, Calbayog City
Telefax No. (055) 2093657/2093122

Standard Form Number: SF-INFR
Revised on: August 11, 2004

NOTICE TO PROCEED

March 25, 2021

(Date)

B. VICENCIO BUILDERS, INC.

Brgy. Cagsalaosao, Calbayog City
Contact Nos. (055) 5338086/5339109

Dear Sir/Madam:

The attached Contract Agreement having been approved, notice is hereby given to **B. VICENCIO BUILDERS, INC.**, that project may commence on the **CONSTRUCTION OF HOTEL LABORATORY – MAIN CAMPUS** effective on seven (7) days after the receipt of this notice.

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 copy and return the other to Main Campus of Northwest Samar State University.

Very truly yours,



BENJAMIN L. PECAYO, Ed.D.
University President

I acknowledge receipt of this Notice on March 29, 2021

Name of the Representative of the Bidder RODNEY ROSS L. ROLEDA

Authorized Signature 

Standard Form Number: SF-INFRA
Revised on: May 24, 2004

Republic of the Philippines
NORTHWEST SAMAR STATE UNIVERSITY
Rueda Extension, Calbayog City
Telefax Nos. (055) 2093122

NOTICE OF AWARD

March 19, 2021
(Date)

B. VICENCIO BUILDERS, INC.

Brgy. Cagsalaosao, Calbayog City
Contact Nos. (055) 5338086/5339109

Dear Sir/Madam:

We are happy to notify you that your Bid for the **CONSTRUCTION OF HOTEL LABORATORY – MAIN CAMPUS**, with a Contract Price equivalent to FOUR MILLION ONE HUNDRED THIRTY SEVEN THOUSAND PESOS (P4,137,000.00), as evaluated is hereby accepted.

You are hereby required to provide us within ten (10) calendar days from receipt of this notice a **Performance Security** (equal to percentage of the Total Contract Price), either: **ten percent (10%)** for **a)** Cash or cashier's/manager's check issued by Universal or Commercial Bank, or **b)** Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, or **thirty percent (30%)** if **c)** Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award.

Very truly yours,



BENJAMIN L. PECAYO, Ed.D.
University President

Conforme:



B. VICENCIO BUILDERS, INC.
(Name/Signature of Authorized Representative)

Date: 3-22-2021

