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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

23 September, 2026

MR. DENNIS C. SANDIL
D.C. SANDIL CONST. & REALTY DEV'T INC.
Pandi Bulacan

Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to **D.C. SANDIL CONST. & REALTY DEV'T INC.** that work may proceed on the

Construction of 5-Storey Baras Municipal Bldg. (Extension)
at Baras Municipal Cmpd., Brgy. Santiago, Baras, Rizal

effective **September 26, 2026 (Saturday).**

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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 the Provincial Government of Rizal.

Very truly yours,

NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on: 9.24.2026

Authorized Signature:
Name of the Representative of the Bidder: **DENNIS C. SANDIL**

NTP 08252026#1

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan **Appropriation Ordinance No. 34, Series of 2025**, herein referred to as the **"PROVINCE."**

– and –

D.C. SANDIL CONSTRUCTION & REALTY DEVELOPMENT INC., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **San Juan City**, and herein represented by its Proprietor/President/General Manager, **DENNIS C. SANDIL**, of legal age, Filipino citizen, single/married and a resident of **San Juan City**, hereinafter referred to as the **"CONTRACTOR."**

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **14, S. 2026** namely:

Construction of 5-Storey Baras Municipal Building (Extension) at Baras Municipal Compound, Brgy. Santiago, Baras, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 25, 2026**, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of **Three Hundred Ninety Six Million Three Hundred Eighty Three Thousand Two Hundred Pesos & 57/100 (Php396,383,200.57)**, Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within **Nine Hundred Twenty (920)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

a. Philippine Bidding Documents
   i. Drawing/Plans;
   ii. Scope of Work;
   iii. Invitation to Bid;
   iv. Instructions to Bidders;
   v. Bid Date Sheet;
   vi. 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 the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
   vii. Bill of Quantities;
   viii. General and Special Conditions of Contract; and
   ix. Supplemental Bid Bulletins, if any.

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's Conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Three Hundred Ninety Six Million Three Hundred Eighty Three Thousand Two Hundred Pesos & 57/100 (Php396,383,200.57)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Hundred Eighteen Million Nine Hundred Fourteen Thousand Nine Hundred Sixty Pesos & 17/100 (Php118,914,960.17)**, Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

14. The CONTRACTOR shall assume all the risk in connection with the implementation of the aforementioned project prior to the acceptance by the PROVINCE;

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice however, to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution;

17. Jurisdiction over civil cases or suit arising out of the implementation of this Agreement shall belong to the appropriate courts of the City of Antipolo, with the exclusion of any other courts;

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both, at the discretion of the court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 3 SEP day of 2026 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES
Provincial Governor

D.C. SANDIL CONSTRUCTION & REALTY DEVELOPMENT, INC.
Entity/Firm/Corporation

By:

DENNIS C. SANDIL
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following:

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
DENNIS C. SANDIL	TIN No. 185-510-536	_____	_____

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Construction of 5-Storey Baras Municipal Building (Extension) at Baras Municipal Compound, Brgy. Santiago, Baras, Rizal

23 SEP 2026

WITNESS MY HAND AND SEAL this _____day of _____, at Rizal Provincial Capitol, Antipolo City.

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Book No. 2
Series 20 26.

NOTARY PUBLIC
ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 26-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55320
IBP Lifetime Roll No. 09047/ RSM Chapter
MCLE Comp. No. VIII-0011430 /Aug. 6, 2024
PTR No. 25088667A / Jan. 5, 2026 / Rizal