

#### NOTICE TO PROCEED

05 August, 2024

MR. GERALD KENN SJ. BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS that work may proceed on the

Construction of Ynares Stage at Malalim Elem. School, Brgy. San Juan, Baras, Rizal effective August 9, 2024 (Friday).

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 RICCLA. YNARES

Lacknowledge receipt of this Notice on:

8624

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

this isolician that and onless while by and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road comer P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
GRB BUILDERS 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 Bares, Rivel , and herein represented by its Proprietor/President/General Manager, RIVAL , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 8758 888 888 80 1, 8 2024 namely:
Construction of Yeares Stage at Malalim Elementary School, Brgy. San Juan, Baras, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 05 July 2024 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of 000 Million Five Hundred Minety-Four Thousand Construction of the amount of 000 Million Five Hundred Minety-Four Thousand Construction of the amount of 000 Million Five Hundred Minety-Four Thousand Construction of the amount of 000 Million Five Hundred Minety-Four Thousand Construction of the amount of 000 Million Five Hundred Minety-Four Thousand Construction of the amount of 000 Million Five Hundred Minety-Four Thousand Construction of the amount of 000 Million Five Hundred Minety-Four Thousand Construction of the amount of 000 Million Five Hundred Minety-Four Thousand Construction of the amount of 000 Million Five Hundred Minety-Four Thousand Construction of the amount of 000 Million Five Hundred Minety-Four Thousand Construction of the amount of 000 Million Five Hundred Minety-Four Thousand Construction of the construction of the million Five Hundred Minety-Four Thousand Construction of the construction o
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 <a (65")"="" href="Sixty=Five">Sixty=Five</a> (65") calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
s. SP Ordinance No. RPSB Res. No. 1, s. 2024
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes
h. Bid Security
<ol> <li>Addenda and Supplemental Bulletin</li> </ol>
<ol> <li>Notice of Award of Contract and the Contractor's Conformity thereto</li> </ol>
<ol><li>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 province of the Contract;</li></ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS  One Million Five Bundred Minety-Four Thousand One Handred Fifty-Nine Peros 5  34/100 (p 1,594,159.34 ),
Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and

in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Seventy-Eight Thousand Two landred Forty-Seven Pasos 5 80/100 (P 478,247.80 )

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. 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.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be









referred thereto: 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of 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 Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this AUG 0 5 200 of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:
By:
NINA RICCLA YNARES
Proprietor/Manager/President

WITNESSES

MA. VICTORIA TELADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOAGUENO, Rizal ) S.S.

BEFORE ME, a Notary Public for and in Antigolog in ignormally appeared the following

Name/Entity Valid ID Presented Date Place
HON, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila
GERALD SERVE S. J. BILDG TIN No. 196-519-323

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Youres Stage at Malelim Elementary School, Ergy. San Juan, Barree,

	HAND AND SEAL thisday of	at Riving Provincial
Capitol, Antipolo City.		
Doc No. 427		ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC
Page No. 87	्र	or Angono, Binangonen & Cardona
Book No. ] Series 20 14.	- At	Valid until December 31, 2025 Adm. Matter 23-009
		<ol> <li>21046845A / January 2, 2024 / Riz: Roll of Attorneys No. 69250</li> </ol>
	IBE	Lifetime Member No.018832 / Rizal

MCLE Compliance No. VII-0023742



#### NOTICE TO PROCEED

05 August, 2024

MS. AINA GEMENESE M. GARCIA AINA CONSTRUCTION Balagtas Bulacan

Dear Ms. Garcia:

The attached Contract Agreement having been approved, notice is hereby given to
AINA CONSTRUCTION that work may proceed on the
Construction of Mess Hall at Rizal Provincial Hospital System (RPHS) Margarito
A. Duavit Mem. Hospital, Brgy. Darangan, Binangonan, Rizal (Phase II)
effective August 9, 2024 (Friday).

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:

Authorized Signature:

Name of the Representative of the Bidder.

NTP 07052024#2

# KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and enter	ed into by and between:	
Circui its PI	kisting under Republic Act No. 7160 inferential Road corner P. Oliveros St.	ENT OF RIZAL, a local government unit, with seat of government at the Rizal P, Brgy. San Roque, Antipolo City, representation of RICCI A. YNARES, herein re-	rovincial Capitol nted in this act by
	AINA Construction	a sole proprietorship/private	corporation, duly
and Propri citizen	zed and existing under the laws of the office address at <u>Beloutes</u> , etor/President/General Manager,	Republic of the Philippines, with principal Balsean and herein representation of legation Balsean hereinafter re-	l place of business esented by its gal age, Filipine
pursua	WHEREAS, the PROVINCE declar ant of the Sangguniang Panlalawigan O	es that certain infrastructure works should redinance No. 6, 3, 2024	be constructed in namely:
Marga	Construction of Ness Hall at arito A. Dunvit Mem. Hespital	t Rical Provincial Hoppital Syste , Ewyy. Darangem, Binongonem, Ric	m (RPHS)
Bid in the co follow in con	a public bidding held last <u>July 5.</u> Instruction and completion of the above  ing standards set forth in the bid docu	orks, has been declared as the Lowest Calcu- 202 , has accepted and binds in the said infrastructure works strictly in accuments, approved plans, program of works liter Nine Sundred Sighty Three Total (P 2,983,003,64 ), Phil	itself to undertake cordance with the and specification housand Five
	agree as follows:  1. The whole works subject m	onsideration of the foregoing premises, t	ompleted within
2016	sents, Approved Plans, Program of W	V 22	einl Conditions of a required by the
	b. Certificate of Availability of Fund		
)	c. Scope/Program of Work and Deta		
	d. Plans and Specifications		
1	e. Construction Schedule		
	f. Request for Expression of Interest	the documents/statements contained in the	winning
	bidder/s two (2) bidding envelope		wining
	h. Bid Security	=:	
	i. Addenda and Supplemental Bulleti		
	<ol> <li>Notice of Award of Contract and the</li> </ol>	ne Contractor's Conformity thereto	
		to be made by the PROVINCE to the COI to construct and complete the infrastructivince of the Contract;	
- F	3. The PROVINCE hereby covens	ants to pay the CONTRACTOR the sur	nount of PESOS

Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Sight Bundred Sinety Four Thousand Nine Sundred Case Fesos and 69/100 (PSG4\_001\_69)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. 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.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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referred thereto: 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of 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 Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_ day of at Antipolo City.

Alka Countruction

By:

Entity/Firm/Corporation

Canaly Time do poraci

Property Control of Property

oprieter Manager/President

- b '

BERTAS

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCIA. VNARES
Provincial Governor 5

WITNESSES

MA. VICTORIAM TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOGICATY

) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A, YNARES

Passport No. P7689056B

September 24, 2031

Menila

Aine Genemone H. Gergin

212-125-115

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Mess Holl at Rical Provincial Hospital System (APRO) H recrity A. Danvit Hess Hospital, Bray. Darangen. Sinongenes, Rical

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_day of \_\_AUG 0 5 2020 at Rizar special Capitol, Antipolo City.

Page No. \$0 Book No.

Series 20\_34.

NOTARY PUBLIC
for Angono, Binangonan & Cardona
NOTARY PUBLIC
for Angono, Binangonan & Cardona
NOTAR PROVIDE OF RIZAL
Valid until December 31, 2025
Adm. Matter 23-009

TR No. 21046945A / January 2, 2024 / Riza Roll of Attorneys No. 69250 IBP Lifetime Member No.018632 / Rizal

MCLE Compliance No. VII-0023742



#### NOTICE TO PROCEED

05 August, 2024

MR. TEODORICO L. CONTRERAS CLM GENERAL CONTRACTOR & SVCS., INC. Pasig City

Dear Mr. Contreras:

The attached Contract Agreement having been approved, notice is hereby given to CLM GENERAL CONTRACTOR & SVCS., INC. that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court and Stage at at Montavilla Subd., Phase 1, Brgy, Burgos, Montalban, Rizal

effective August 9, 2024 (Friday).

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.

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

TEODORICO L. CONTRERAS

#### 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 Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of the Republic of the Philippin	ictorship/private corporation, duly es, with principal place of business
	i herein represented by its
citizen, single/married, resident of Paig 310y CONTRACTOR, WITNESSETH, That,	, hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 9. 8. 2024 namely:

Improvement of Ynares Multipurpose Covered Genrt and Stage at Montaville Subder Person 2, Braye Murgos, Montalbon, Rizal

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

Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 9. \* 2024
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addends and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 province of the Contract;

Three Million one mared forty line Thought			
	/D	3,119,700	24

Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

B

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS The Sunday of the Security of PESOS (P. 1997) (P. 1997) (P. 1997)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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\*

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- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. 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.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of 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 Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. AUG 0 5 2024

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

CIN CLEBIN FEDERAL SERVICE SERVICE, INC.

By:

Proprietor/Minanes/President

WITNESSES

By:

Provincial Governor 1 8

MA. VICTÓRIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY Antiono, Rizal ) S.S.

BEFORE ME, a Notary Public for and in Angroon Elizabersonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

009-569-744

Teodorico Contretas 609-569-744

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Improvement of Toures Sultipurpose Covered Court and Stage at Hentavilla

WITNESS MY HAND AND SEAL this AUG 5 20241

. at RizAngonincii zal

Capitol, Antipolo City.

Doc No. Page No.

Book No.

Series 20 24.

ATTY, ANNA MARIE L. SANTOS

NOT NOTARY (FBILIAC for Angono, Binangonan's Cardona all in the PROVINCE OF RIZAL

Volld until December 31, 2025 Adm. Matter 23-009 PTR No. 21046845A / January 2, 2024 / Riz:

Roll of Attorneys No. 88250 IBP Lifetims Member No.018832 / Rizol MCLE Compliance No. VII-0023742



#### NOTICE TO PROCEED

05 August, 2024

MR. FRANCISCO G. SANTIAGO R.S.F. CONSTRUCTION Pasig City

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to R.S.F. CONSTRUCTION that work may proceed on the

Construction of 14 x 24m Ynares Multi-Purpose Covered Court at AFP-PNP Housing Ph1A, La Solidaridad, Brgy. San Isidro, Montalban, Rizal

effective August 9, 2024 (Friday).

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:

8.6.7d

Authorized Signature:

Name of the Representative of the Bidder:

FRANCISCO G. SANTIAGO

#### 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 Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of	f the Republic of the Philippine	etorship/private corporation, duly s, with principal place of business
and office address at Paster   Proprietor/President/General Manager,		herein represented by its , of legal age, Filipino
citizen, single/married, resident of		hereinafter referred to as the
CONTRACTOR, WITNESSETH, That	4	
WHEREAS, the PROVINCE de	eclares that certain infrastructur	e works should be constructed in
pursuant of the Sangguniang Panlalawig		namely:
	an Ordinance No. 3, 2, 202	red Court at AFF-FIF
pursuant of the Sangguniang Panlalawig Genetics: the of the ball Memolog Ph 11, La Suite	an Ordinance No. 3, 2, 202 Energy Sulfipur, 1732 Gers arided, Bagy, Sen Isidro R, warranting that it has the fir	e Hontelbon, Rical

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

the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Figs Million Four Hundred Forty fix Thousand Cinetesa

(P 5,446,049,27

), Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within the interest (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 9, 5. 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security

Fesos and 27/100

- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 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 province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Hillion Feng Hundred Forty Sig Thousand Ninsteen Fence and 27/400 (P 5,446,019,27 ).

Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hillian Six Hundred Thirty Three Thousand Sight Hundred Five Peace and 78/100 (P 1.655.605.78 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. 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.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





referred thereto: 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of 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 Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this is 1 5 202 hay of at Antipolo City.

HIE Copetizietion

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

renesses inntingo

Proprietor/Manager/President

By:

Provincial Governor (

WITNESSES

B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO COSTO, RIZE () S.S.

BEFORE ME, a Notary Public for and in AMDANICE BIZAL resonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A, YNARES

Passport No. P7689056B

September 24, 2031 Manila

Francisco Santingo

Doc No.

Page No.

213-720-700

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of the She Yeares Multiperpose Covered Court at AFF-PHP Housing Ph 14 to Solidaridad, Brgy. San Inidro, Montalban, Bigal

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_AUG [] 5 2024, at RAPANDANGERIE at Capitol, Antipolo City.

ATTY ANNA MARIE L. SANTOS

NOTARY PUBLIC for Angono, Binangonan & Cardona

ell in the PROVINCE OF RIZAL North Date 25-009

Book No. PTR No. 21046845A / January 2, 2024 / Riza Series 2021 Roll of Attorneys No. 89250 IBP Lifetime Member No.018632 / Rizal MCLE Compliance No. VII-0023742



#### NOTICE TO PROCEED

05 August, 2024

MR. JUAN PAOLO MIGUEL E. MANLAPIT L. EUSEBIO ACE DEV'T CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to

L. EUSEBIO ACE DEV'T CORP, that work may proceed on the

Construction of Slope Protection (portion) at Rumagat Creek, Brgy. San Juan, Morong, Rizal effective August 9, 2024 (Friday).

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

l acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

JUAN PAOLO MIGUEL E. MANLAPIT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROV	INCIAL GOVE	RNMENT O	F RIZAL,	a local govern	ment u	nit, duly	organ	ized
and existing under	Republic Act No	o. 7160, with	seat of gov	ernment at the	e Rizal	Provincia	al Car	ritol.
Circumferential Roa	d comer P. Olive	eros St., Brgy.	San Roque	, Antipolo City	, repres	ented in	this ac	at by
its PROVINCIAL	GOVERNOR,	HON. NINA	RICCI	A. YNARES,	herein	referred	to as	the
PROVINCE; and			S					

and	ized and existing under the laws of the Republic of the Philippines, with principal place of busines office address at Famig City and herein represented by it
citizen	etor/President/General Manager, June ranko Riguel . Familiani of legal age, Filipino, single/married, resident of Paris 6387 , hereinafter referred to as the FRACTOR, WITNESSETH, That,
pursua	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in the Sangguniang Panlalawigan Ordinance No
	Construction of Slope Protection (portion) at Runngat Creek, Brgy. Can June, Moroeg, Ricel
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence

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

the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Five Bundard Fifty Him Thousand His

(P.2。民時,原義。年8

), Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within the provision of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 8. s. 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security

hundred Pesos and 18/100

- Addenda and Supplemental Bulletin
- Notice of Award of Contract and the Contractor's Conformity thereto
- 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 province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Sixty Seven Thousand Sighty Peace and 05/100 (P 767.680.65 )

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. 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.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. \$76, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of 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 Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this Aug 0.5 2024 day of at Antipolo City.

Entity/Firm/Corporation

By:

Such Paul of Asset A mispix

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCIA. VNARES

Proprietor/Manager/President

WITNESSES

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOGICAL (Rizal ) S.S.

THE RESIDENCE

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 Manila

Juan Paulo Riguel K nlapit 000-159-917

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Slope Protection (portion) at Runsgat Greek, Bray, San Juan, Murace, Rinal

WITNESS MY HAND AND SEAL thiaug 1 5 2024 day of	at Rizal 9900 in Bigal
Capitol, Antipolo City.	0

Page No. 90 Book No. 1 Series 20 24.

NOTARY PUBLIC

NOTARY PUBLIC

for Arming ARAM RUBLE Cardona
all in the PROVINCE OF RIZAL

Valid until December 31, 2025

Adm. Matter 23-009
PTR No. 21046845A / January 2, 2024 / Rize
Roll of Atterneys No. 69250

IBP Lifetime Member No.018632 / Rizol MCLE Compliance No. VII-5023742



#### NOTICE TO PROCEED

05 August, 2024

MR. GERALD KENN SJ. BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS—that work may proceed on the Const. of Slope Protection of Pililla Creek (portion) at San Lorenzo, Brgy. Hulo, Pililla, Rizal effective—August 9, 2024 (Friday).

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 RICCIA, YNARES

Governor

I acknowledge receipt of this Notice on:

8-6-24

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG



This AGREEMENT made and entered into by and between:

d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winnin bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto  2. In consideration of the payment to be made by the PROVINCE to the CONTRA latter hereby covenants with the PROVINCE to construct and complete the infrastructure woof this Agreement in conformity with the province of the Contract;  3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount Hinstein Hillion One founded Thirty—The Thousand Ten Percent 34/100  (P 19-132-010.	ACTOR, the orks subject of PESOS
e. Construction Schedule  f. Request for Expression of Interest  g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes  h. Bid Security  i. Addenda and Supplemental Bulletin  j. Notice of Award of Contract and the Contractor's Conformity thereto  2. In consideration of the payment to be made by the PROVINCE to the CONTRA latter hereby covenants with the PROVINCE to construct and complete the infrastructure we of this Agreement in conformity with the province of the Contract;	CTOR, the
<ul> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winnin bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> <li>i. Addenda and Supplemental Bulletin</li> </ul>	ng
<ul> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winnin bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> <li>i. Addenda and Supplemental Bulletin</li> </ul>	ng
<ul> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winnin bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> </ul>	ng
<ul> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winnin bidder/s two (2) bidding envelopes</li> </ul>	ng
e. Construction Schedule f. Request for Expression of Interest	ng
e. Construction Schedule	
20 フンフにはは7.5gcm (Preparation of the Control of th	
c. Scope/Program of Work and Detailed Estimate	
<ul> <li>b. Certificate of Availability of Funds</li> </ul>	
a. SP Ordinance No. 08, m. 2024	
Documents, Approved Plans, Program of Works and Specifications, General and Special Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required. 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are herewith and incorporated herein by way of reference, namely:	of the Bid anditions of aired by the
1. The whole works subject matter of this Agreement shall be complete	ted within
NOW, THEREFORE, for and in consideration of the foregoing premises, the pathereby agree as follows:	rties hereto
Percs 4 34/100 (P 19,132,010,34 ), Philippine	Currency.
following standards set forth in the bid documents, approved plans, program of works and s in consideration of the amount of Mineteen Million One Hundred Thirty-Two Thou	sand Ten
the construction and completion of the above said infrastructure works strictly in accordant	
Bid in a public bidding held last 5 July 2024 , has accepted and binds itself t	to undertake
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical to undertake the above said infrastructure works, has been declared as the Lowest Calculated	
Construction of Slope Protection of Pilills Creek (portion) at San Brgy. Hulo, Pilills, Rissl	Lorenzo,
WHEREAS, the PROVINCE declares that certain infrastructure works should be copursuant of the Sangguniang Panlalawigan Ordinance No. 08, 12024	
WHEREAS the DROVINGE dealers that costain infrastructure made should be as	materiated in
Proprietor/President/General Manager, GERALD KENN S.J. BILOG of legal age citizen, single/married, resident of Horong, Risel hereinafter referred CONTRACTOR, WITNESSETH, That,	ge, Filipino
	of business
organized and existing under the laws of the Republic of the Philippines, with principal place	ration, duly
organized and existing under the laws of the Republic of the Philippines, with principal place	2 300 3100 1110
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred PROVINCE; and	n this act by
PROVINCE; and  GRB BUILDERS , a sole proprietorship/private corpo organized and existing under the laws of the Republic of the Philippines, with principal place	cial Capitol, a this act by

works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Million Seven familied Thirty-Nine Thousand Six Hundred Three Pesos 5 10/100 (P 5,739,603.10 )

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. 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.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be







referred thereto: 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of 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 Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement that I 5 202 ay of at Antipolo City.

By:

GEB BUILDERS Entity/Firm/Corporation RIZAL PROVINCIAL GOVERNMENT

By:

Proprietor/Manager/President

NA RICCI A. (NARES Provincial Governor ( NINA RICCI A.

WITNESSES

HARISSA N. CLEUFAS

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOROGONO, Rizal

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A, YNARES

Passport No. P7689056B

September 24, 2031

GERALD KERN S.J. BILOG

TIN NO. 195-519-323

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Slope Protection of Pililla Creek (portion) at San Locenso, Srgy. Hulo, Pilille, Rizal

WITNESS MY HAND AND SEAL this AUG 0 5 2024 of Capitol, Antipolo City.

Doc No. Page No. Book No.

Series 20 24

ATTY, ANNA MARIE L. SANTOS **NOTARY PUBLIC** for Angono, Binangonan & Cardona NOME WILL DESIRED ST. 2025

Adm. Matter 23-009 TR No. 21046845A / January 2, 2024 / Rize Roll of Attorneys No. 69250 IBP Lifetime Member No.016832 / Rizol MCLE Compliance No. VII-0023742



#### NOTICE TO PROCEED

05 August, 2024

MR. JUAN PAOLO MIGUEL E. MANLAPIT L. EUSEBIO ACE DEV'T CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEV'T CORP, that work may proceed on the Construction of Stope Protection of Creek (portion) at Sitio Ginebra, Brgy. Hulo, Pililla, Rizal effective August 9, 2024 (Friday).

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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

JUAN PAOLO MIGUEL E. MANLAPIT

#### 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 Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

La Ensebio Ace Revelopment Gor	moration , a sole p	proprietorship/private corporation, duly
organized and existing under the laws of t	he Republic of the Phili	ippines, with principal place of business
and office address at Partie Vi	ky	and herein represented by its
Proprietor/President/General Manager,	Jum Paulo Tampi	t Manlumit, of legal age, Filipino
citizen, single/married, resident of	Pagigality	, hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 2, as 2024 namely:

Construction of Class Protestion of crock (particul at Sitio Ginebra, butto Wile, Pilitia, Risa)

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 the flundred twenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 8, s. 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto

 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 province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

Four Million Six Rundred Forty Two Thousand Three Hundred Minety Reven Pesos
and 25/100 (P 4.642, 597, 35 ).

Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change adder adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- \ 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. 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.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of 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 Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 16 1 5 2026 ay of at Antipolo City.

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CHENO, Rizal ) S.S.

BEFORE ME, a Notary Public for and in Angelo CRyzgersonally appeared the following

Name/Entity Valid ID Presented Date Place

HON, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila

duen Pule Harnel R nlapit 000-159-917

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of More Protection of Greek (pertion) at Sitio Ginebra, Brgy, Hule, Pililla, Rical day of AUG 0 5 2024 . at INDIOO Provingial WITNESS MY HAND AND SEAL this Capitol, Antipolo City. ATTY, ANNA MARIE E SANTOS NOTARY PUBLIC Doc No. for Angens, Bleangonen & Cardona ell in the PROVINCE OF RIZAL Valid unit December 4C, 2025 428 Page No. Book No. Adm. Matter 23-009 Series 20 24 PTR No. 21046845A / January 2, 2024 / Riza Roll of Attorneys No. 89250 ITP Lifetime Member No.018632 / Rizol

THE Compliance ST VIEW



#### NOTICE TO PROCEED

05 August, 2024

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Morong, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS that work may proceed on the

Concreting of St. John St. at Marvi Hills Subd., Brgy. Gulod Malaya, San Mateo, Rizal effective August 9, 2024 (Friday).

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:

Authorized Signature:

Name of the Representative of the Bidder.

RENATO C. VILLAROMAN

### 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 Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Bucos, Rizel , and herein represented by its Proprietor/President/General Manager, REMATO VILLAROMAN , of legal age, Filipino citizen, single/married, resident of Bucos, Rizel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 09, 1, 2024 namely:
Congreting of St. John St. at Mervi Hills Subd., Ergy. Gulod Maleya, San Mateo, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 5 July 2024 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of 51x HILLEN the Bundred forty-Seven Power Street Bundred (P 5,147,697.05 ), 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 One Hundred Sixty ( 160 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 09, #, 2024
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications
e. Construction Schedule f. Request for Expression of Interest
<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> </ul>
i. Addenda and Supplemental Bulletin
<ol> <li>Notice of Award of Contract and the Contractor's Conformity thereto</li> </ol>
<ol> <li>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 province of the Contract;</li> </ol>
<ol> <li>The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Million One Hundred Forty-Seven Thousand Six Hundred Ninety-Seven Fesos</li> </ol>
4 65/100 (P 6,147,697,65 ),
Philippine Currency, in consideration of the construction and only upon completion of the infrastructure
works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS one Milion Eight Burgled Forty-Four Thousand Three Hundred Nine Peros 5 30/100 (P1.844.300.30)

  Phillippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the efforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them
  in the conditions of the contract hereinafter referred to;
- 14. 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.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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the Bidding Documents;

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referred thereto: 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of 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 Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of at Antipolo City.

LARD BUILDERS RIZAL PROVINCIAL GOVERNMENT

Entire/Firm/Con

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

NINA RICCEA YNARES
Provincial Governor (

WITNESSES

MARIESA IL CLEOFAS

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

REPRAID VILLAR/PRAN

TTN NO. 119-041-448

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Constrains of St. John St. at Mervi Hills Subd., Brgy. Gulod Malays, San Mateo, Risel

Doc No. 426

Page No. 17

Series 20 14.

ATTY ANNA MARIE L. SANTOS

NOTARY PUBLIC

for Angono, Binangonan & Cardono

All loubs PROVINGE OF RIZAL

Valid Until December 31, 2025

Adm. Matter 23-009

PTR No. 21046845A / January 2, 2024 / Riz-

Roll of Attorneys No. 69250 IBP Lifetime Mamber No.018632 / Rizol MCLE Compliance No. VII-0023742



#### NOTICE TO PROCEED

05 August, 2024

MR. JOMMEL G. SANTIAGO CAMORI BUILDERS AND SUPPLY Morong, Rizal

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to CAMORI BUILDERS AND SUPPLY that work may proceed on the Imprv. of Vnares Multi-Purpose Covered Court at Balikatan Vill. II, Brgy. Sampaloc, Tanay, Rizal effective August 9, 2024 (Friday).

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.

KOMMES

Very truly/yours,

NINA RICCIA. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

G. SANTIAGO

#### 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 Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

Campri Builders & Supply , a sole	proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Ph and office address at Moronic letter Proprietor/President/General Manager, Second Santiage	illippines, with principal place of business, and herein represented by its
citizen, single/married, resident of Morenz, Rizel CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain infra pursuant of the Sangguniang Panlalawigan Ordinance No. 9	
Improved to a reso tulvipurpose Covere Brgy, Sampelos, Tonay, Rizal	d Court at Helikatem Vill, II
2.000/0.00492.004 ID - 2.000/0.000 (0.000 0.000	7.50 T. D. TO TO DESCRIPTION OF THE PROPERTY O

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last July 5, 2024, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two MANIAN Two Hundred Samuel In Thomas Report Correctly.

Hundred Forty Taylor 2000 and 86/100 (P 2,271,200,86), 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 <a href="Lighty">Lighty</a> ( <a href="Eo">Eo</a> ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 9. se 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 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 province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

  Two Fillion for Employed Seventy the Thousand Two Sundred Forty Seven 2000

  (P 2,271,267,86 ),

  Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

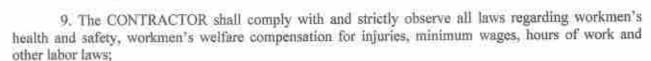
- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Suppred Educate Con Thomas Page 1 Indian (P 681, 374, 36 )

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."



- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. 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.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





referred thereto: 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of 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 Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this AUG 0 5 2024, of at Antipolo City.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Prophietor/Manager/President

By:

NINA RICEDA. YNARES Provincial Opvernor

WITNESSES

A DESCRIPTION OF THE PARTY OF T

MA. VICTORIA POPEJADA

# NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOAGIONO, Rizal ) 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 N

Jemel Continge

242-862-431

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Improvement of Theres Hultipurpose Covered Court at Balikates Vills II Bryy. Sampalos, Tanay, Risel

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_ day of AUG | 5 2024 at RABBOROviRinal

Doc No. 421 Page No. 60

Book No. 1 Series 20 24. AFTY, ANNA MARIE L. SANTOS
NOTARY PUBLIC
Or Angono, Binargonan & Cardons
all of the PROMINGE OF RIZAL
Valid until Decomber 31, 2025
Adm. Matter 23-009

No. 21046845A / January 2, 2024 / Rizi Roll of Attorneys No. 69250 Lifetime Member No.016832 / Rizal Commissions No. VII-0023742