

Municipality of Manaog

Construction of B.O.S.S. Building Generator Housing
with Double Throw Switch & Its Accessories at the
Back of Main Municipal Building Tiong St.,
Barangay Poblacion, Manaog, Pangasinan

Standard Form Number: SF-INFR-65
Revised on: August 11, 2004

Republic of the Philippines
Municipality of Manaog
Manaog, Pangasinan
(075)5290301/(075)5192388
www.manaog.gov.ph
mpdc_manaog@yahoo.com

Notice of Award

January 6, 2021

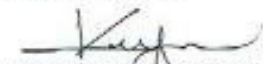
ENGR. JOHN G. GARCIA
J.G. Garcia Construction & Supply
Barangay Lanas, Mangaldan, Pangasinan

Dear Sir:

We are happy to notify you that the Construction of B.O.S.S. Building Generator Housing with Double Throw Switch & Its Accessories at the Back of Main Municipal Building Tiong St., Poblacion, Manaog, Pangasinan is hereby awarded you as the Bidder with the Single Calculated Responsive Bid at a Contract Price equivalent to Two Hundred Ninety Eight Thousand Two Hundred Ninety Three Pesos & 12/100 centavos (P298,293.12).

You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


KIM MIKAEL G. AMADOR
Municipal Mayor

Conforme:


ENGR. JOHN G. GARCIA
Date: 1-6-21



Republic of the Philippines
Province of Pangasinan
MUNICIPALITY OF MANAOAG
-oOo-

CONTRACT AND AGREEMENT

FOR THE CONSTRUCTION OF B.O.S.S. BUILDING GENERATOR HOUSING WITH DOUBLE THROW SWITCH & ITS ACCESSORIES AT THE BACK OF MAIN MUNICIPAL BUILDING TIONG ST., BARANGAY POBLACION, MANAOAG, PANGASINAN

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 11th day of January, year 2021 at Manaoag, Pangasinan by and between

The **MUNICIPALITY OF MANAOAG** represented by **HON. KIM MIKAEL G. AMADOR**, Municipal Mayor, Manaoag, Pangasinan as the **PARTY OF THE FIRST PART**, hereinafter called the **EMPLOYER** duly authorized for this purpose,

AND

J.G. GARCIA CONSTRUCTION & SUPPLY a single proprietorship duly organized by virtue of the existing Laws of the Republic of the Philippines represented by **JOHN G. GARCIA** with office address at Barangay Lanas, Mangaldan, Pangasinan represented by, who has been authorized for this purpose as the **PARTY OF THE SECOND PART** hereinafter called the **CONTRACTOR**,

WITNESSETH

WHEREAS, the **EMPLOYER** is desirous that the certain **WORKS** should be executed by the **CONTRACTOR**, viz: Construction of B.O.S.S. Building Generator Housing with Double Throw Switch & Its Accessories at the Back of Main Municipal Building Tiong St., Barangay Poblacion, Manaoag, Pangasinan and has accepted the Bid of the **CONTRACTOR** for the execution and completion of such **WORKS** and the remedying of any defects herein;

WHEREAS, the above-mentioned projects has been undertaken through Competitive Public Bidding;

WHEREAS, the total amount of award for completion of the **WORKS** is Two Hundred Ninety Eight Thousand Two Hundred Ninety Three Pesos & 12/100 centavos (P298,293.12) in Philippine Pesos;

WHEREAS, the whole **WORKS** in this **PROJECT** as covered by this **CONTRACT** shall be completed within sixty (60) calendar-days in accordance with the provisions of the Bid documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in this Contract and Agreement, words and expressions shall be the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall deemed to form and be read and constructed as part of this Agreement, viz:

a) The Bid Form accomplished and submitted by the Contractor including the following annexes:

- i. Contractor's Key Personnel
- ii. Contractor's Equipments
- iii. Bid Securing Declaration
- iv. Affidavit of Site Inspection
- v. Omnibus Sworn Statement
- vi. Construction Schedule & S-Curve
- vii. Duly Signed Bid Prices in the Bill of Quantities
- ix. Duly Signed Detailed Estimates
- x. Cash Flow and Payment Schedule

- b) Contract and Agreement
- c) Conditions of Contract
- d) Invitation to Bid
- e) Performance Bond
- f) Program of Works
- g) Other pertinent documents as may be required

3. That in consideration of the Payments to be made by the EMPLOYER to the CONTRACTOR as hereinafter mentioned the CONTRACTOR hereby covenants with the EMPLOYER to execute and complete the WORKS and remedy any defects therein in conformity in all respects with the provisions of this CONTRACT.
4. That the EMPLOYER hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the WORKS at the unit prices agreed in the TENDER, at the time in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment; hence payment to the CONTRACTOR will be made only for actual quantities of contract items performed in accordance with the plans and specifications and accepted by the EMPLOYER.
5. The implementing Rules and Regulations of the amended R.A. 9184 other existing laws, decrees, executive and administrative orders, circulars issued by proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contract adopted and approved by the Government, shall be made and formed as Integral part of the Contract.
6. That this Contract shall not take effect until the CONTRACTOR has furnished and delivered to the EMPLOYER a Performance Bond that is fully acceptable to the EMPLOYER in the form and amount as required in the Instructions to Bidders.
7. In case the CONTRACTOR refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the CONTRACT, the CONTRACTOR shall pay the GOVERNMENT for liquidated damages, shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for everyday of delay. Once the cumulative amount of liquidated damages reaches to ten percent (10%) of the amount of the contract the Procuring Entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.
8. In case the CONTRACTOR lags behind schedule in his works and incurs 15% or more negative slippage, based on his approved PERT/CPM, the Municipal Mayor of the Municipality of Manaoag may, at his discretion, terminate or rescind the contract pursuant to existing laws, rules and regulations.

Handwritten signature
Handwritten signature

9. The provision of RA 6885 as implemented by the Department Order No. 51, Series of 1990 is hereby incorporated as part of this CONTRACT.
10. The CONTRACT shall comply with, and strictly observe, all regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws as per Ministry Order No. 9, series of 1981.
11. The CONTRACTOR warrants that he has not given promised to give any money or gift to any employee of the EMPLOYER (or any Philippine Government Instrumentality) to secure this CONTRACT.
12. The Joint Guidelines on Change Orders, Extra Works Orders, etc. as provided under the pertinent provisions of the Implementing Rules and Guidelines of the P.D. 1594 as amended are hereby incorporated as part of this CONTRACT.
13. Within a period of 12 months after completion and final acceptance of the PROJECT, the CONTRACTOR shall remain liable for any damages or defects discovered on the works due to faulty construction or the use of materials of inferior quality or violation of terms of the CONTRACT.
14. If any dispute or difference of any kind whatsoever arises between the EMPLOYER or the ENGINEER and the CONTRACTOR in connection with or arising out of the CONTRACT, or carrying out of the WORKS, it shall first be referred to and settled by the ENGINEER. However if the decision of the ENGINEER is not satisfactory either to the EMPLOYER or the CONTRACTOR, such dispute may be submitted to, and settled by, the Construction Industry Arbitration Commission (CIAC) created by Executive Order No. 1088.
15. This Agreement becomes binding and valid upon approval by the proper authorities.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, month and year first above written.

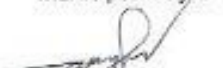
REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY OF MANGALDAN.)

(PARTY OF THE FIRST PART)

BY:



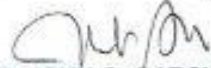
KIM MIKAEL G. AMADOR
Municipal Mayor




ALICIA B. NASTOR
Administrative Aide I
(Witness)

(PARTY OF THE SECOND PART)

BY:



ENGR. JOHN G. GARCIA
Contractor



ERLYN V. NASTOR
Administrative Aide IV
(Witness)

Republic of the Philippines)
Province of Pangasinan...) S.S.
Municipality of Mangaldan)

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public and within the Municipality of Manaoag, Pangasinan, personally appeared **KIM MIKAEL G. AMADOR**, Municipal Mayor, representing **MUNICIPALITY OF MANAOAG**, with Residence Certificate No. 27110427 issued on 1-11-2021 at Manaoag, Pangasinan and **ENGR. JOHN G. GARCIA** representing **J.G. GARCIA CONSTRUCTION & SUPPLY** with Residence Certificate No. 02379442 issued on 1-2-2021 at Mangaldan, Pangasinan, known to me to be the same persons who executed the foregoing **CONTRACT AND AGREEMENT** and they acknowledge to me that the same is their true and deed for and in behalf of the parties they represented.

This statement consist of four (4) pages, including this page on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal this 11th of January 2021 at Mangaldan, Pangasinan.

Handwritten signature

Doc. No. 248
Page No. VI
Book No. V
Series of 2021.

Notary Public
ATTY. BERNARDO TORRES
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
ENC-UP-09-2021
PTC NO. 75280051-4-2021
TIN 047-683-928
ROLL NO. 54916
MCLE NO. VI-0016519, 1-1419

Municipality of Manaog

Construction of B.O.S.S. Building Generator
Housing with Double Throw Switch & Its
Accessories at the Back of Main Municipal
Building Tlong St.,
Barangay Poblacion, Manaog, Pangasinan

Standard Form Number: SF-INFR-72
Revised on: August 11, 2004

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Municipality of Manaog
Manaog, Pangasinan
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NOTICE TO PROCEED

January 12, 2021

ENGR. JOHN G. GARCIA
J.G. Garcia Construction & Supply
Barangay Lanas,
Mangaldan, Pangasinan

Dear Sir:

The attached Contract Agreement having been approved, notice is hereby given to J.G. Garcia Construction & Supply that work may proceed on the Construction of B.O.S.S. Building Generator Housing with Double Throw Switch & Its Accessories at the Back of Main Municipal Building Tlong At., Barangay Poblacion, Manaog, Pangasinan, effective on January 14, 2021 after the receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Municipality of Manaog.

Very truly yours,



HON. KIM MIKAEL G. AMADOR
Municipal Mayor

I acknowledge receipt of this Notice on 1-12-2021

Name of the Representative of the Bidder: JOHN GARCIA

Authorized Signature: 