

CONTRACT AGREEMENT

CONTRACT ID. NO. INFRA 2020-002: FURNISHING OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF MNWD OFFICE LOBBY, COMMERCIAL DEPT. OFFICE, AND WATER DISTRIBUTION AND RESTORATION DIVISION OFFICE

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT entered into in the City of Naga, this ____ day of 13 MAY 2020, 2020, by and between:

The **METROPOLITAN NAGA WATER DISTRICT (MNWD)**, a Government Owned and Controlled Corporation, duly organized and existing under PD 198, (otherwise known as the Provincial Water Utilities Act of 1973), as amended, with principal office at no. 40 J. Miranda Avenue, Naga City, Philippines, represented by **VIRGILIO B. LUANSING I**, General Manager A per Board Resolution No. 115, Series of 2018, hereinafter referred to as the **OWNER**;

- and -

HOLY CHILD REALTY & DEVELOPMENT, INC., duly organized and existing by virtue of the laws of the Republic of the Philippines, with office address at #11 Magsaysay Avenue, Naga City, Philippines, represented herein by **BENJAMIN C. YEE CONCEPCION, JR.**, Manager, hereinafter referred to as the **CONTRACTOR**.

WITNESSETH:

WHEREAS, the owner under its Contract I.D. No. INFRA 2020-002 is in need of a contractor for the CONSTRUCTION OF MNWD OFFICE LOBBY, COMMERCIAL DEPT. OFFICE, AND WATER DISTRIBUTION AND RESTORATION DIVISION OFFICE;

WHEREAS, after undergoing an open and competitive bidding the contractors bid price of **₱ 1,877,976.30**, was declared as the winning bid price.

That for and in consideration of the sum **ONE MILLION EIGHT HUNDRED SEVENTY SEVEN THOUSAND NINE HUNDRED SEVENTY SIX PESOS and 30/100 (₱1,877,976.30)**, the **CONTRACTOR** agrees and undertakes to perform the installation project under Contract I.D. No. INFRA 2020-002 under the following terms and conditions, to wit:

1. That the contractor shall furnish all labor and materials for the project and complete said project within **ONE HUNDRED TWENTY (120)** calendar days in accordance with the approved implementation schedule (Bar Chart) hereto attached as Annex "A" including but not limited to all of the provisions enumerated in the bid documents, which shall be attached herein and deemed to form, and be read and construed as part of this agreement, to wit:

- a. General and Special Conditions of Contract;
- b. Drawings/Plans;
- c. Specifications;
- d. Invitation to Apply for Eligibility and to Bid;
- e. Instructions to Bidders;
- f. Bid Data Sheet;
- g. Addenda and/or Supplemental/Bid Bulletins, if any;
- h. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
- i. Eligibility Requirements, documents and/or statements;



- j. Performance Security;
- k. Credit line issued by a licensed bank, if any;
- l. Notice of Award of Contract and the Bidder's conforme thereto;
- m. Other Contract documents that may be required by existing laws and/or the Entity.

2. That the contractor for and in consideration of the payments to be made by the MNWD, warrants that any defects or sub-standard materials in the works contracted to be done shall be corrected and or replaced at the option of the MNWD by the contractor immediately in accordance with the plans and specification provided for in the contract **at no additional expense to the owner.**
3. That the MNWD hereby agree/covenants to pay the CONTRACTOR in consideration of the execution and completion of the contracted WORKS at the unit prices in the TENDER, at the time in the manner prescribed by the CONTRACT and specified in the BID. It is however 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 duly accepted in writing by the MNWD.
4. Further, it is understood and agreed that the following items and quantities are also deemed included in the scope work:

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Item	Description	Qty.	Unit	Unit Price	Total
1	FOR CONSTRUCTION				
	I. Structure Excavation and Other Related Works	1.00	Lot	13,000.00	13,000.00
	II. Forms and Scaffolding	1.00	Lot	34,500.00	34,500.00
	III. Concrete and Masonry Works	1.00	Lot	82,000.00	82,000.00
	IV. Doors and Windows	1.00	Lot	45,000.00	45,000.00
	V. Tile Works	48.00	m ²	900.00	43,200.00
	VI. Roof and Roof Framing Works	11.46	m ²	2,200.00	25,212.00
	VII. Plumbing Works	1.00	Lot	31,000.00	31,000.00
2	SUPPLY OF MATERIALS				
	VIII. CARPENTRY WORKS				
	a. PARTITION				
	1/4" Thk Marine Plywood	20.00	pcs.	535.00	10,700.00
	2" x 3" x 12' S4S Good Lumber Kilned Dried	55.00	pcs.	350.00	19,250.00
	1" x 4" x 12' S4S Good Lumber Kilned Dried	16.00	pcs.	223.00	3,568.00
	Common Nails 3"	5.00	kls.	108.50	542.50
	Common Nails 2"	3.00	kls.	113.50	340.50
	Common Nails 1"	2.00	kls.	134.00	268.00
	Expansion Shield 2" long 1/2"Ø	64.00	pcs.	14.00	896.00
	Lugscrew 1/4 x 4" long	64.00	pcs.	6.00	384.00
	Wood Moulding 1" x 2" x 10'	35.00	pcs.	344.00	12,040.00

b. TABLES & CABINETS				
3/4" Thk Marine Plywood	28.00	pcs.	1,650.00	46,200.00
1/2" Thk Marine Plywood	19.00	pcs.	945.00	17,955.00
1/4" Thk Marine Plywood	19.00	pcs.	535.00	10,165.00
Laminated Table Top Formica (Light)	15.00	pcs.	949.00	14,235.00
Rubber Edging 3/4" Thk (Light)	105.00	mtrs.	11.00	1,155.00
Wood Casing 1/2" x 1" x 10'	67.00	pcs.	766.00	51,322.00
Drawer Handle	74.00	pcs.	104.50	7,733.00
Stickwell Glue	5.00	ltrs.	254.00	1,270.00
Drawer lock	74.00	pcs.	148.80	11,011.20
Drawer Guide 40cm	148.00	pairs	423.00	62,604.00
Finishing Nails 1"	5.00	kls.	129.00	645.00
Finishing Nails 1 1/2"	5.00	kls.	124.00	620.00
Finishing Nails 2"	5.00	kls.	144.00	720.00
1" x 2" x 12' S4S Good Lumber Kilned Dried	67.00	pcs.	214.00	14,338.00
Contact Cement (Rugby)	2.00	gals.	768.00	1,536.00
Anti-Termite (Solignum)	2.00	gals.	1,793.00	3,586.00
IX. TILE WORKS (B)				
0.40m x 0.40m Granite Tiles	650.00	pcs.	490.00	318,500.00
Pozzolan Cement	31.00	bags	240.00	7,440.00
Albay Sand	3.00	m ³	900.00	2,700.00
Tile Adhesive	12.00	bags	420.00	5,040.00
Tile Grout	13.00	kls.	35.40	460.20
100mmØ Cutting Disk	1.00	pc.	290.00	290.00
X. CEILING AND BASE BOARDS				
0.40mm x 2.44m Wall Angle, Galvanized Sheet	37.00	pcs.	78.00	2,886.00
0.80mm x 5.0m Carry Channel, Galvanized Sheet	18.00	pcs.	210.00	3,780.00
0.40mm x 5.0m Double Furring, Galvanized Sheet	36.00	pcs.	143.00	5,148.00
12mm Thk Gypsum Board	30.00	pcs.	421.00	12,630.00
W-Clip	108.00	pcs.	5.50	594.00
Blind Rivet 5/32	720.00	pcs.	5.50	3,960.00
2" x 2" x 12' S4S Good Lumber Kilned Dried	54.00	pcs.	255.00	13,770.00
1/4" Thk Marine Plywood	71.00	pcs.	535.00	37,985.00
XI. COUNTER WORKS (TELLER)				
3/4" thk x 0.30m x 9.65m Black Granite Slab as Counter Top	1.00	pc.	24,960.00	24,960.00
2" x 2" x 10' Wood Frame	1.00	pc.	220.00	220.00
2" x 3" x 12' S4S Good Lumber Kilned Dried	69.00	pcs.	350.00	24,150.00
1" x 4" x 10' S4S Good Lumber Kilned Dried	2.00	pcs.	667.50	1,335.00
1" x 2" x 12' S4S Good Lumber Kilned Dried	4.00	pcs.	214.00	856.00

Sell for

1" x 2" x 10' Wood Moulding	6.00	pcs.	392.00	2,352.00
1/2" Thk Marine Plywood	8.00	pcs.	945.00	7,560.00
3/4" Thk Marine Plywood	17.00	pcs.	1,650.00	28,050.00
Laminated Table Top Formica (Light)	2.00	pcs.	544.00	1,088.00
Rubber Edging 3/4" Thk (Light)	19.00	mts.	1,234.00	23,446.00
High Grade 5mm x .40mx .40m Vinyl Tile	120.00	pcs.	55.00	6,600.00
Stickwell	1.00	L	175.00	175.00
Drawer Handle	24.00	pcs.	104.50	2,508.00
Contact Cement (Rugby)	1.00	L	273.00	273.00
Anti-Termite (Solignum)	1.00	L	643.50	643.50
Drawer lock	24.00	pcs.	344.00	8,256.00
Drawer Guide 40cm	48.00	pairs	1,340.00	64,320.00
Finishing Nails 1"	1.00	kls.	129.00	129.00
Finishing Nails 1 1/2"	1.00	kls.	124.00	124.00
Finishing Nails 2"	1.00	kls.	144.00	144.00
Common Nails 3"	5.00	kls.	108.50	542.50
Common Nails 2"	2.00	kls.	113.50	227.00
Common Nails 1"	2.00	kls.	134.00	268.00
Concrete Nails 3"	2.00	kls.	110.00	220.00
<u>Glass Wall & Window Counter (Teller)</u>				
6mm Thk x 0.40m x 2.40m Frameless Tempered Glass (with 8 holes) (Clear)	4.00	pcs.	7,600.00	30,400.00
6mm Thk x 0.40m x 1.95m Frameless Tempered Glass (Clear)	3.00	sets.	6,700.00	20,100.00
6mm Thk x 0.40m x 1.00m Frameless Tempered Glass (Clear)	7.00	sets.	9,200.00	64,400.00
6mm Thk x 1.40m x 1.95m Frameless Tempered Glass (Clear)	1.00	pc.	17,666.00	17,666.00
6mm Thk x 1.40m x 2.80m Frameless Tempered Glass (Clear)	1.00	pc.	32,111.00	32,111.00
6mm Thk x 2.40m x 0.83m Frosted Glass (Clear)	4.00	pcs.	18,000.00	72,000.00
XII. PAINTING WORKS				
Quick Dry Enamel White	4.00	gals	677.00	2,708.00
Quick Dry Enamel Black	3.00	gals	539.00	1,617.00
Surfacer	3.00	gals	545.00	1,635.00
Wood Stain	5.00	L	190.00	950.00
Glazing Putty	5.00	gals	573.65	2,868.25
Lacquer Surfacer	5.00	gals	635.85	3,179.25
Automotive Lacquer White	5.00	gals	854.95	4,274.75
Auto Flo	12.00	gals	788.00	9,456.00
Lacquer Water White Clear	5.00	gals	590.15	2,950.75
Lamp Black Oil	5.00	gals	121.00	605.00
Raw Sienna Oil Tinting Color	5.00	L	114.00	570.00
Burn Umber Oil Tinting Color	5.00	L	114.00	570.00

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Polytuff with Hardiner	5.00	gals	875.00	4,375.00
Lacquer Thinner	9.00	gals	415.40	3,738.60
Paint Thinner	4.00	gals	353.85	1,415.40
Acre Color Thalo Blue	1.00	L	105.50	105.50
Neutralizer	1.00	L	115.40	115.40
Ato Lacquer Glazing Putty	4.00	gals	784.00	3,136.00
Flat Latex	3.00	gals	499.00	1,497.00
Gloss Latex	6.00	gals	588.00	3,528.00
Waterproof Sandpaper #120	8.00	pcs.	18.78	150.24
Waterproof Sandpaper #150	8.00	pcs.	18.78	150.24
Waterproof Sandpaper #100	7.00	ft.	18.78	131.46
Baby Roller	5.00	pcs.	81.00	405.00
Paint Brush, 75mm	3.00	pcs.	112.00	336.00
Paint Brush, 50mm	3.00	pcs.	57.00	171.00
Paint Brush, 25mm	3.00	pcs.	33.00	99.00
XIII. ELECTRICAL WORKS				
Panel Board w/ Main Breaker 250 Amp 3Phase G.E. Branches: Plug-In 2Pole Only	1.00	set	5,670.00	5,670.00
15 Amp. Circuit Breaker, High Quality, Plug-in	4.00	sets	2,145.46	8,581.84
20 Amp. Circuit Breaker, High Quality, Plug-in	7.00	sets	3,936.11	27,552.77
ESLR 2x20 Resist type lighting fixture 2x9 watts LED tubular	10.00	sets	3,900.00	39,000.00
ESLR 2x40 Resist type lighting fixture 2x15 watts LED tubular	13.00	sets	4,590.00	59,670.00
LLRC 15 watts LED drop down lighting fixture	8.00	sets	766.00	6,128.00
2505DL 5 watts LED drop down lighting fixture Daylight	3.00	sets	489.00	1,467.00
ESLR 2x20 Surface typr lighting fixture 2x10 watts LED tubular lamp with diffuser	8.00	sets	7,800.00	62,400.00
5.5.mm ² Thhn Stranded Wire	4.00	boxes	8,900.00	35,600.00
3.5.mm ² Thhn Stranded Wire	5.00	boxes	5,232.00	26,160.00
2.0.mm ² Thhn Stranded Wire	4.00	boxes	3,567.00	14,268.00
PVC Moulding, 1/2" Ø	3.00	pcs.	220.50	661.50
PVC Moulding, 3/4" Ø	20.00	pcs.	70.00	1,400.00
PVC Moulding, 1" Ø	11.00	pcs.	116.50	1,281.50
PVC Pipe PNS 14, 1/2" Ø thickwall	64.00	pcs.	108.00	6,912.00
Mica Tube 3/4"	3.00	pcs.	231.00	693.00
PVC Elbow 90 degrees (Long) 3/4" Ø	2.00	pcs.	15.98	31.96
PVC Adaptor 3/4" w/ Locknut	2.00	pcs.	10.50	21.00
Switch 1gang Wide Series	3.00	sets	135.00	405.00
Switch 2gang Wide Series	6.00	sets	223.00	1,338.00
Switch 3gang Wide Series	4.00	sets	290.00	1,160.00
Outlet 2gang 3Pin Wide Series	59.00	sets	211.00	12,449.00
Amco Box (Poly)	18.00	pcs.	39.75	715.50

	Moldfex 3/4"	25.00	mtrs.	88.00	2,200.00
	Junction Box w/ Cover (Poly)	33.00	pcs.	44.50	1,468.50
	Utility Box (Poly)	73.00	pcs.	29.38	2,144.74
	Blank Cover Plate	10.00	pcs.	25.75	257.50
	Tox w/ metal screw #6	30.00	pcs.	45.00	1,350.00
	Solvent Cement (400cc)	1.00	pc.	311.00	311.00
	Electrical Tape (3M)	15.00	pcs.	61.50	922.50
	Rubber Tape	5.00	pcs.	196.00	980.00
	XIV. LAN & TELEPHONE LINE WORKS				
	1.5 VA UPS (APC BR1500G Back-UPS Pro)	1.00	pc.	21,333.00	21,333.00
	Gigabit Unmanage Switch-16 port (D-Link)	1.00	pc.	5,454.00	5,454.00
	Gigabit Unmanage Switch-48 port (D-Link)	1.00	pc.	34,210.00	34,210.00
	Access Point (RBcAPL-2nD MikroTik)	10.00	pcs.	1,500.00	15,000.00
	STP CAT6E (Belden)	1.00	box	78.00	78.00
	UTP CAT5E (Belden)	5.00	boxes	45.00	225.00
	RJ45 Connector (Panduit)	2.00	boxes	69.00	138.00
	Plastic Moulding 1/2 (Atlanta)	5.00	pcs.	108.00	540.00
	Plastic Moulding 3/4 (Atlanta)	10.00	pcs.	70.00	700.00
	Plastic Moulding 1 (Atlanta)	15.00	pcs.	116.50	1,747.50
	Plastic Moulding 2 (Atlanta)	10.00	pcs.	220.00	2,200.00
	Sealant Gun	1.00	pc.	213.00	213.00
	Liquid Nail	5.00	pcs.	229.75	1,148.75
	PVC Pipe 1/2	5.00	pcs.	87.50	437.50
	PVC Pipe 3/4	10.00	pcs.	142.00	1,420.00
	AMCO Box w/ Blank Plate	10.00	pcs.	189.00	1,890.00
		Total Project Cost			1,877,976.30





5. The CONTRACTOR may submit a request for payment for Work already accomplished. However such request for payment shall be verified and certified in writing by the MNWD's Representative/Project Engineer. Except as otherwise stipulated in the SPECIAL CONDITION OF CONTRACT (SCC), materials and equipment delivered on the site but not completely installed and put in place **shall not be included for payment**. Provided further that The MNWD shall have the option to deduct the following from the certified gross amounts to be paid to the CONTRACTOR as progress payment, to wit:

- Cumulative value of the work previously certified and paid for.
- Advance payment to be recouped for this billing.
- Retention money in accordance with the condition of contract.
- Amount to cover third party liabilities.
- Amount to cover uncorrected discovered defects in the works.
- Amount covering delays and/or defaults and/or failure to perform according to submitted or required percentage or stages of completion

6. That parties agree that payments shall be adjusted by deducting from the amounts for advance payments and retention. Provided however that the MNWD shall pay the CONTRACTOR only the amounts certified in writing by the MNWD's Representative within twenty eight (28) days from the date each certificate was issued. It is however understood that No payment of interest for

delayed payments and adjustments shall be made against the MNWD or charged to it.

That at the option of the owner (MNWD), the first progress payment may be paid by the MNWD to the CONTRACTOR provided that at least twenty percent (20%) of the work has been accomplished as certified in writing by the MNWD's Representative.

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7. That the Implementing Rules and Regulations (IRR) – A of Republic Act (R.A.) No. 9184, otherwise known as the Government Procurement Reform Act, other existing laws, decrees, executive and administrative orders, circulars and local ordinances issued by proper authorities affecting government construction projects, as well as the guidelines for the Completion and payments of price Escalation on infrastructure Contracts adopted and approved by the Government, shall form and made an integral part of this Contract/Agreement
 8. That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the MNWD a Performance Bond from a bonding company that is fully acceptable to the MNWD in the form and amount as required in the Instructions to Bidders.
 9. In the event the CONTRACTOR fails and or refuses to complete the work contracted within the specified contract time agreed upon in this contract or in the event an extension of time is granted for justifiable reasons by the owner, the CONTRACTOR upon default or failure to complete the work obligates himself and warrants to pay the MNWD liquidated damages, (not by way of penalty), an amount equivalent to no less than one-tenth of one percent (0.1%) of the total cost of the project per day of delay plus incidental expenses. In case the cumulative amount of liquidated damages reaches ten percent (10%) or more of the amount of the contract, the MNWD shall have the option to file the appropriate action or remedies in the judicial Courts of the City of Naga. Further the MNWD may likewise also impose additional liquidated damages against the contractor as provided for in the "Instruction to Bidders".
 10. In event the delay in the completion of the work as contracted exceeds a time duration equivalent to ten percent (10%) of the specified contract time or despite extension duly granted to the contractor, the MNWD shall have the option to automatically and unilaterally rescind the contract without need of court action, forfeit the contractor's performance security bond and immediately take over physical possession and control of the project and/or award the same to a qualified contractor by negotiated contract.
 11. The CONTRACTOR warrants and obligates himself/itself to comply with, and strictly observe, all laws and or local laws and ordinances regarding workmen's welfare, compensation of injuries, minimum wages, hours of labor, and other labor laws and be solely and exclusively liable for his/its employees undertaking the works in this project.
 12. The CONTRACTOR warrants that he/she has not given nor promised to give any money or gift to any employee of the MNWD (or any Philippine Government Instrumentality) to secure this CONTRACT.
 13. The parties agree that the joint guidelines in Change Orders, Extra Work Orders, etc. as provided under the pertinent provisions of the Implementing Rules and Guidelines of the R.A. #9184 are hereby incorporated as part of this Contract.
 14. The contractor agree that the defects' liability for infrastructure project shall be one (1) year from project completion up to final acceptance by the MNWD. During this period, the CONTRACTOR shall undertake the repair of works, at his own expense, of any damage to the works on account of the use of materials of inferior quality within ninety (90) days from the time the Contractor or any of his field officer had constructive or actual knowledge of repairs to be undertaken without need for an Order to undertake repair. In case of failure or refusal to comply with this mandate the MNWD shall undertake such repair works and shall be entitled to full reimbursement of all expenses incurred on demand to the contractor.
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15. That after final **acceptance** of the project by the MNWD, the CONTRACTOR shall be liable and held responsible for the project within the ten (10) years warranty period from the final acceptance, except those occasioned by *force majeure* and those caused by third parties.
16. In the event of structural defects/failure occurring within the applicable warranty period provided above, the MNWD shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement from the parties found to be liable for the expenses incurred thereto and immediately demandable from said parties without prejudice to the filing of appropriate administrative civil, and/or criminal charges against the responsible persons as well as the forfeiture of bonds, warranty, or securities posted in favor of the MNWD if any.
17. It is agreed by the parties that the required amount for the above forms of security in this contract shall be in accordance with the following schedule:

Form of Warranty	Minimum Amount in Percentage (%) of Total Contract Price
1. Cash, certified check, cashier's check, manager's check, bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The required amounts of bonds warranty or security shall be stated in Philippine Pesos or as per determined percentage based on the contract price, and shall remain effective during the applicable warranty period as stated in Item No. 14 hereof and shall be returned only after the lapse of the said warranty period.

18. The parties agree that the MNWD shall have the right to terminate automatically this Contract in the event that the CONTRACTOR incurs a fifteen percent (15%), or greater slippage in every stage of completion or progress report schedule or in the prosecution of the overall work evaluated against the project schedule, or at any stage of the project when delays is/are made or when furthering the work becomes prejudicial or disadvantageous to the MNWD.
19. If any and all disputes arising from the implementation of this contract covered by the act and this IRR-A is submitted to arbitration in the Philippines according to the provision of R.A. # 876, otherwise known as the "Arbitration Law", are within the competence of the Construction Industry Arbitration Commission (CIAC) to resolve may be referred thereto. The process of arbitration shall be incorporated in a provision in the contract that will be executed pursuant to said act and this IRR-A. Provided, further, that, by Mutual Agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution. In case of disagreement between Parties, the Law on Arbitration may apply at the option of MNWD. However in case of litigation arising out of this Contract or if the arbitration procedure has failed to solve the case, the Parties hereto agree that its venue shall be exclusively the proper Court in Naga City, Camarines Sur to the exclusion of any other court where so ever, under the laws of the Republic of the Philippine at the option of the MNWD.
20. Any and all previous contract or agreement involving this project which are inconsistent with this contract, are deemed automatically cancelled and rendered of no effect by the parties.
21. AMENDMENT: That this contract shall not be deemed changed, amended, modified or extended in any manner whatsoever, unless such change, amendment, modification or extension be in writing duly signed by both parties herein, and any doubt in the interpretation of any word or provision in this contract shall always be interpreted in favor of the owner (MNWD).

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

METROPOLITAN NAGA
WATER DISTRICT

HOLY CHILD REALTY &
DEVELOPMENT, INC.

By:

By:


VIRGILIO B. LUANSING I
General Manager A


BENJAMIN C. YEE CONCEPCION, JR.
President

Signed in the Presence of:


SONJUN O. MILLARES


ANNABEL YEE CONCEPCION

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Naga) S. S.


BEFORE ME, this ____ day of 13 MAY 2020, 2020 at Naga City, Philippines,
personally appeared the affiants showing to me their respective identification:

	I.D. No.	Issued By	Dated Issued	Valid Until
VIRGILIO B. LUANSING I	<u>0053401</u>	<u>PRC</u>	<u>12/13/1988</u>	
BENJAMIN C. YEE CONCEPCION, JR.	<u>E 04-75-001598</u>	<u>L70</u>	<u>4/10/2019</u>	

with pictures and current signatures thereon, and known to me and to me known to be the same persons who executed the foregoing instrument, that the said deed is the true and faithful act of the affiant/s as well as the Corporation/Water District represented and they acknowledge to me that the same are their free voluntary acts and deeds. This Construction CONTRACT AGREEMENT consists of 9 pages including this page on which this acknowledgement is written.

WITNESS MY HAND AND SEAL ON THE DATE AND PLACE ABOVE WRITTEN.

Doc. No. 13490
Page No. 31
Book No. XLVIII
Series of 2020.


ATTY. FRANCISCO VELASCO
Notary Public for Naga City / Cam. Sur
at Concepcion Pequena, Naga City
Until December 31, 2021
Roll No. 36317
IBPTR No. 0508, January 2, 2020
PTR No. 9794453, January 2, 2020

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

INFRA 2020-002
Construction of MNWD Office Lobby, Commercial Department
Office and Water Distribution & Restoration Division Office
JR # 19-11-166

NOTICE OF AWARD

March 10, 2020


MS. ANNABEL C. YEE CONCEPCION
Principal Architect
Holy Child Realty and Development, Inc.
11 Magsaysay, Avenue, Naga City


Dear Ms. Yee Concepcion:

We are happy to notify you that the project **Furnishing of Labor and Materials for the Construction of MNWD Office Lobby, Commercial Department Office And Water Distribution & Restoration Division Office (INFRA 2020-002)** is hereby awarded to you as the Bidder with the Single Calculated and Responsive Bid (SCRB) at a Contract Price equivalent to **ONE MILLION EIGHT HUNDRED SEVENTY SEVEN THOUSAND NINE HUNDRED SEVENTY SIX PESOS AND 30/100 (Php 1,877,976.30) Only.**

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 award and forfeiture of your Bid Security.

Very truly yours,


JORGE T. PALMA
Head of the Procuring Entity
Chairman, Board of Directors

Conforme: 
ENGR. GILDA G. ALEJANDRIA
(Name of bidders' representative)

Date: MARCH 16, 2020

"Water is life, save it."



FURNISHING OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF MNWD OFFICE LOBBY,
COMMERCIAL DEPARTMENT OFFICE AND WATER DISTRIBUTION & RESTORATION DIVISION OFFICE
Ground Floor Annex Bldg., MNWD Compound 40 J. Mirandas Avenue, Nagacility

EEEDF30 REV 00 AUG 5 2019

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Checked by:

SONJUN O. MILLARES
OIC - Division Manager A, PDCD

Conformances by

BENJAMIN C. YEE CONCEPCION JR.
President