

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 September, 2021

MS. MARIA TERESITA F. PAMINTUAN MJP CONSTRUCTION AND DEMT CORP. Baras, Rizal

Dear Ms. Paminauan:

The attached Contract Agreement having been approved, notice is hereby given to MIP CONSTRUCTION AND DEVT. CORP. that work may proceed on the Concreting of Farm to Market Road. Burangay Puray, Rodríguez, Rical effective on the day you received this Notice to Proceed

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 Insidementing 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 Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

7242421_

Authorized Signature:

Name of the Representative of the Bidder:

MARIA TERESITA F, PAMINTUAN

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a fixed 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 GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
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organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
HITTERIAN AS PROTECTED ASSOCIATION ASSOCIA
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
to whole was a street of the object of the street street in the street of the street o
WHEREAS, the CONTRACTOR, warranting that it has the furancial and, technical competence



Bid in a public bidding held last ______, 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 weather the consideration of the amount of the amount of the consideration of the amount of the amount of the consideration of the consideration of the amount of the consideration of the c

to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive

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 process Capher (180) 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 Balletins, 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. 1 302 Conf. CY 2011 b. Certificate of Availability of Funds

 - Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule

Bid in a public bidding held last

- 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 Bulletins.
- 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 bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS. 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,

- 4. The CONTRACTOR warrants that he has not given not 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 (P), (P), (C) (P), (C)
- 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 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 fox every day of delay. Once the canadative 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

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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 perlinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR tiable for civil liability or damages, which may either consist of liquidated damages and testitution 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.

WITNESSES

GINA Z ANORMA

P**ANT** (11)

MA. VICTORING TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

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 entiry 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:

Communication of Permits Parket Acts, hely Strey, Astrigues, Risel

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

Doc No. 418
Page No. 82
Book No. 4
Series 20 21

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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

27 September, 2021

MS. MARIA TERESITA F. PAMINTEAN MJP CONSTRUCTION AND DEVT CORP. Baras, Rizal

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to
MIP CONSTRUCTION AND DEVT. CORP, that work may proceed on the
Improvement/Concreting of Farm to Market Road, Barangay Macabud, Rodrigues, Risal
effective on the day you received this Notice to Proceed

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 Implementing 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 Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES Governor &

Lacknowledge receipt of this Notice on:

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Authorized Signature:

Name of the Representative of the Bidder.

MARIA TERESITA F. PAMINTUAN

CONTRACT AGREEMENT 2

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 GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the land office address at Proprietor/President/General Marchizen, single/married, resident	laws of the R	epublic of the Phi	lippines, with prit	ivate corporation, duly neipal place of business represented by its
citizen, single/married, tesident CONTRACTOR, WITNESSETH	of l. That,	[:351' [Y".]	hereinoft	er referred to as the
WHEREAS, the PROVIN pursuant of the Sangguidang Panlo	ICE declares alawigan On	that certain infra-	structure works sl	hould be constructed in
,	s		na nga ma	essi, och ap iez ,

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 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 Roles and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No., 1486-1675 Physics 23
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. 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 Bulletins
 - 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 free treat Artifical Plant Septimes. New York in	
Tuenes 5 11/100	(P 17, 55, 591, 14), Philippine
Currency, in consideration of the construction and only unless otherwise agreed by the parties, subject of this Agri manner prescribed by the Contract and specified in the Bid	eement as a contract price at the time and in the





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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 insummentality 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 Hillion Hine Handred Sixty-Rine Thousand Nine fixedred Minety-Seven Pesos & 33/100 (P 5,969,997,33)
 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 paried;
- 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 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 resuind 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 CONTRAC FOR;
- 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 thereun.
- 15. Any and all disputes urising 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 γ . Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing γ to resort to other alternative modes of disputes resolution.

Without projudice 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 set 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	e parties have hereunto sign tipolo City.	ed this Agreement th	hisday of
MJP CONSTRUCTION & DEVELOPMENT CORPORATION Entity/Firm/Corporation		ROVINCIAI. GOVÍ	RNMENT
Ву:	By:	σ	
MARIA TERFETTA F. PAMINTUAN Proprietor Munager President	×	EBECCA A. YNAI	RES
GINA ZIANORMA	WITNESSES - MA	. VІСТОНІДЯ. ТІ	FJADA
NOTA	ARIAL ACKNOWLEDGA	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) 5.5.			
BEFORE MF, a Notary Public	for and in Antipolo City, pe	ersonally appeared th	e following
Nume/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Monite
HARLA TERESTIA F. PANTATUAN	TIN NO. 213-504-783		
All known to me and to me know acknowledgment that the same is their figresent.	vn to be the same person/s where voluntary act and deed as	no executed the forego well as the entity th	oing instrument and at they respectively
This instrument, consisting of a written and has been signed by the parties	hace (3) pages including this shereto in each and every pag	s page wherein this go lectood, refers to the	schnowledgment is Agreement for:
Improvement/Concreting of Far	me to Market Road, Br.	gy. Macebud, Ro	drigues, klasi
		· ar	
WITNESS MY HAND AND SE Assipolo City.	AL thisday of	at Rizal	Provincial Capitol.
Page No		Disky rus	LIC.
Serica 20 <u>27</u>		e en Chennelle en la	75-574807



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

27 September, 2021

MS, MARIA TERESITA F, PAMINTUAN MJP CONSTRUCTION AND DEVT, CORP. Boras, Rizal

Dear Ms Pamintuan

The attached Contract Agreement having been approved, notice is hereby given to MJP CONSTRUCTION AND DEVT, CORP, that work may proceed on the Reconstruction of Stone Masonry for Side Protection at Lanatin River (Damage by Typhoon Clysses last Nov. 12, 2020), Barangoy Sta. Incs. Tanay, Rical effective on the day you received this Notice to Proceed

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 Implementing 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 Provincial Government of Rizal.

Very truly yours.

REBECCA A. YNARES Governor®

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

G-20-20-31

MARIA TERESITA F. PAMINTUAN

CONTRACT AGREEMENT 3

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 GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

MUP_CONSTRUCTION & DEVELO	PRINT CORPORATION 4 50	oke proprietorship/pr	ivate corporation, duly
organized and existing under	the laws of the Republic of the I	Philippines, with pri	ncipal place of business
and office address at	Power Pinal	. and herein	represented by its
Proprietor/President/General	Manager, MARIA TERRETTA E	- PARTINTHAN	of legal age, Filipino
CHIZON, SINGSO/MATHOD, resid	ient of <u>Revise Pizel</u>	, hereinaft	er referred to as the
CONTRACTOR, WITNESS	ETH. Thet,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No. <u>LGSF-SBDP_FY_2021</u> namely:

Reconstruction of Stone Mesonty for Side Protection et Lametin River (Demege by Typhoon Ulysses last Nov. 12, 2020), Ergy. Ste. Ines, Tanay, Rizal

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 23 hasset 2021 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 Nine Hillon Rine Hindred Forty-Four Thousand Contractor Ninety Peace & 64/100 (P 944, 190.64), Philippine Currency.

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

- - a, SP Ordinance No. 10SF-SBDP FY 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications.
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Ridding Documents including all the documents/statements contained in the witning-bidder/s two (2) hidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - 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 PESO!
-Nine Million Mine Bundred Forty-Four Thous	and One Hundred Nivety Pesos &
	(P 9,944,190,64), Philippin
Currency, in consideration of the construction and only	upon completion of the infrastructure work
unless otherwise agreed by the parties, subject of this Agre	sement us a contract price at the time and in the
manner prescribed by the Contract and specified in the Bid	



- 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 Two Million Nine Familied Eighty-Three Thousand Two Panifed Vifty-Seven Pason & 19/100 (P. 2, 383, 257, 19)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his ofligations 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;
- 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;

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- 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-EMPLOYER 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:
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- 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 3. 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.

lurisdiction 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 at Antipolo City. MUP CONSTRUCTION & DEVELOPMENT **CORPORATION** RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: MARIA TERESTIA F. PAMINTUAN Proprietor/Manager/President WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Name Entity: Valid ID Presented Place Date HON, RÉBLECCA A. YNARES Passport No. P8239281A August 5, 2028 Munilu maria teresity by payinglan TIN NO. 213-504-783

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 not 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: Reconstruction of Stone Mesonry for Side Protection at Lanetin River (Demege by Typhoon Dlysses last Nov. 12, 2020), Bray. Sta. Ines, Tanay, Rizal

WITNESS MY HAND AND SEAL this Antipolo City.	day of	,, at Rizal Provincial Capitol,
1.40		N = 1

Doc No. 🛒 Page No 36 Buck No. Series 20 , 77



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 September, 2021.

MS. MARIA TERESITA F. PAMINTUAN MJP CONSTRUCTION AND DEVIL CORP. Bares. Rizai

Dear Ms. Pamintuani

The attached Contract Agreement having been approved, notice is hereby given to MIP CONSTRUCTION AND DEVY. CORP. that work may proceed on the Concreting of Form to Market Road (Tinucan Boundary - Sta Inex Road), Brgy. Sta. Inex, Tonay, Rigal effective on the day you received this Notice to Proceed.

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 implementing 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 Provincial Government of Rizal

Very truly yours.

REBECCA A. YNARES

lacksowiedge receipt of this Notice on.

9-24-207

Authorized Signature.

Name of the Representative of the Bidder:

MARIA TERESITA F. PAMINTUAN

CONTRACT AGREEMENT (

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to us the PROVINCE; and

	h a development	, 2 50	de proprietorship/pri-	vate corporation, duly
reganized and extend of the miles and office and	isting under the laws	of the Republic of the I	Philippines, with prin	cipal place of business
PING VINECE BU	nt/General Manage	MARIA TERESTIA	e: Patriundan" "	represented by its Llegal age, Filipino
	arried, resident of WITNESSETH, T		, hereinafte	r referred to as the

Community of Ferm to Merket Roed (Timucem Boundary - Ste. Ines Roed), Brgy. Ste. Ines, Teney, Rizei

WREREAS, 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 20 August 2021 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 SIR MILLION wine mixtured SIRTY-Four Thousand Seven landred Princeteen Pesce 6 36/100 (P 6, 964, 719.38). Philippine Currency.

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

Che tandred Twenty subject matter of this Agreement shall be completed within 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:

LGSF-SROP FY 2021

- SP Ordinance No.
 Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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
- Addenda and Supplemental Bulletins
- 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 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;

	PRIVATE CONTRACTOR OF STORING OF PESO!
\$ 38/100 ···	(P 5, 264, 719, 38), Philippin
Currency, in consideration of the construction and	only upon completion of the infrastructure work
unless otherwise agreed by the parties, subject of the	is Agreement as a contract price at the time and in the
manner prescribed by the Contract and specified in t	the Rid and as agreed upon by the Contractor:





(J)

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 Action the feoderator has posted that required performance security of PESOS.

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;
- 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 payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the omount 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;
- 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 bereinafter 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 DIR 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 4 to reson 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 anytall 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 at Antipolo City.

NJP CONTRICTION & DEVELOPMENT RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation

By:

By:

WARIA TERESTIA F. PAMINTIAN Proprietor/Manager/President

WITNESSES

GIVA Z. ANORMA

MA. VICTORISM: TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place
HON, REBECCA A, YNARES Passport No. P8239281A August 5, 2028 Manila
MARIA TERESTA PARTNERA TIN 80. 213-504-783

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:

Concreting of Ferm to Merket Roed (Tiracen Roundary - Sta. Ince Roed), Brgy. Sta. Ince, Tempy, Rizel

WITNESS MY HAND AND SEAL this ______2 7 SEP (023 ______, at Rizal Provincial Capitol, Antipolo City.

Doc No. Page No. Book No. Sones 20 01

CANADA CONTRACTOR OF THE CONTRACTOR OF T



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 September, 2021

MR. EDWIN G. FRANCISCO EGE ENTERPRISES AND CONST. Toresa, Rizai

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONST.—that work may proceed on the Const. of One Storey Multi-Purpose Building (Health Center), Burangay Sta. Ines. Tanay, Rital effective on the day you received this Notice to Proceed.

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 Implementing 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 Provincial Government of Rizal.

Very truly yours.

REBUCCA A. YNARES

Governor

Lackson ledge receipt of this Notice on.

Authorized Signature

Name of the Representative of the Badder:

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CONTRACT AGREEMENT 5

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

I DIS AUREEMEN I 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, Antipulo City, represented in this act by its GOVERNOR, HON, REBECCA 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
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. 1.000-5(0) FV 2021 namely:
Construction of One Coursy of a second relation (Medith Canter), Proy. Sto. Inco., Topoy, W
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
consideration of the amount of
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
B. SP Ordinance No. 1638-160P FY 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Consider Plant and Consider Particular State d. Consider Plant and Consider Particular State d. Consider Plant and Consider Pl
d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest
f. Request for Expression of Interest g. Bidding Occuments including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Mid Security.
h. Hid Security
i Addenda and Supplemental Bulletins
 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 the CONTRACTOR t
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. Plant Thomas T
- 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 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 fox 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 resulted 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 beatth 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 subtrators 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 dumages, 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 27 Sep (12) at Antipulo City. <u>OFCOMETS MODIFIED IN PROPERTY OF THE PROPERTY</u> RIZAL PROVINCIAL GOVERNMENT Entity Firm/Corporation REBECCA A. YNARES A Governor Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid II) Presented Date Place HON, REBECCA A. YNARES Passport No. P\$239281A August 5, 2028 Manila CONTURBER FRANCISCO m: 0. 133-189-366 All known to rue 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 (1) 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 One Storey Sulti-Europse Funding (Mesith Center), Prey-Sty. Josy, Tensy, Mizel 2 Außsp 200. _____ at Rizal Provincial Capitol, WITNESS MY HAND AND SHAL this _____ Antipolo City. ALL FARMS ALVE TURAYANCEROS HOTAN FUOLDERNY MEDIS. 7021 Doc No. Page No. 25 Book No. 7 Senes 20 24 19.100 - 19.00 F 35.363/19.2M William Bally grants

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

37 September, 2021.

MR. CLARENCE C. CACHO ANRO!. CONSTRUCTION Sampaior Marita

Dear Mr. Cacho.

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Rehabilitation of Pahati St. near Philsin Bridge (along Teresa River), Barangay Dalig, Teresa, Rical effective on the day you received this Notice to Proceed.

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 Implemention 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 Provincial Government of Rizal

Very truly yours,

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REBECCA A. YNARES

Governor (**)

Lacknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder:

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CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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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 GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
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
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No. 1935 - 1995 - 1992 - 199
occalmid itation of Pabati St. wern imiliain on as ta long Teresa Siver), a monodra, serves, also
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
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 completed within the completed State (150) 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
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
c. 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 Bulletins
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 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
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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;

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 plathing an experimentally from processing provided the required performance required performance required performance required by 1990 (P

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 Hidding 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;
- 7. For the duration of the Contract, a Contractor's AR Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, cupy 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 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 partion 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 ar terminate the contract, without projudice to other courses of action and remedles available under the circumstances."

- The CONTRACTOR shall compty 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-EMPLOYED 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

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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 portinent 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. Section of Contra RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: REBECCA A. YNARES Proprietor/Manager/President ____ Governmer WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHB (PPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON, REBECCA A. YNARES Passport No. P8239281 A August 5, 2028 Manilu CONTOXOR CACHO 1TN RG. 131-342-125 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: Melo, P∘reso, Atsal

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

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 September, 2021.

MR, CLARENCE C. CACHO ANROL CONSTRUCTION Sampaior Manufa

Dear Mr. Cachor

The attached Contract Agreement having been approved, notice is betchy given to ANROL CONSTRUCTION—that work may proceed on the Rehabilhation of Stone Musonry for Nide Protection of Lanatin River and Maysawa River, Barangay Laiban, Tanay. Rigal effective on the day you received this Notice to Proceed.

Opon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing 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 Provincial Government of Rizal.

LA LA LA LACHO

Very truly yours,

REBECCA A. VNARES

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

CONTRACT AGREEMENT 7

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	a soid pre	prictorship/private corpor
organized and existing under the laws of the	Republic of the Philipp	unes, with principal place
and office and open relative	, · ·	and herein represented
Proprietor/President/General Manager, citizen, single/martied, resident of		, hereinafter referred
CONTRACTOR, WITNESSETH, 15al,		, neremaner referred
	energy CACSS	
WHEREAS, the PROVINCE declar	es that certain intrastru	cture works should be con
outsuant of the Sangguniany Panlalawigan (bromance No.	I,
	tosn	Admir eV 2021
which Ast in Cold florer (1900) to undertake the above that full this was the bidding held last the construction and completion of the about	into has been declared	as the Lowest Calculated
ollowing standards set forth in the bid docum	n enus, ap proved plans, r	rorks affectly to accordant
consideration of the amount of	LLASSTELL L. K. L E	and a second special s
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NOW, THEREFORE, for and in	Cold and Blood Blood	wei Committee Therene 31
nereby agree as follows: 1. The whole works subject a	natter of this Agree	ment shall be complet
I. The whole works subject a Cocuments, Approved Plans, Program of W. Contract, Supplemental, on Bid Bulksins, if	alendar days, in accord looks and Specifications any, and supportingly	once with the provisions i, General and Special Co dated documents as requi
I. The whole works subject a	alendar days, in accord forks and Specifications any, and supporting/re lations of Republic Act	once with the provisions i, General and Special Co dated documents as requi
I. The whole works subject a comments, Approved Plans, Program of W Contract. Supplemental on Bid Bulketins, if 016 Revised Implementing Rules and Regulard incorporated herein by way of reference,	alendar days, in accord forks and Specifications any, and supporting/re lations of Republic Act	once with the provisions i, General and Special Co dated documents as requi
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4. The CONTRACTOR warrants that he has not given not 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 Transport of the Performance of PESOS Transport of the Performance of PESOS Transport of the Performance of PESOS Transport of

- 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 occordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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 fok 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 reseind or terminate the contract, without projudice 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, knows 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;
- 1). 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 my third party, and that the same shall be the sale 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

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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 violetion 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 hereumo sign Antipolo City.	ned this Agreement (\$\$ <u>P 2027</u> day of	
AND Entity Farm/Corporation	RIZAI. P	ROVINCIAL GOVE	RENMENT	
By: Ly Ly Ly Prosident ProprietS#Methogel/President	By:	By: REBECCA A. YNARES (iovernor ◆)		
	WITNESSES			
GINA ANORMA		A. VICTORA B. TI	EJADA	
NC	TARIAL ACKNOWLEDG	MENT		
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.	•			
BEFORE ME, a Notary Put	blic for and in Antipolo City, p	ersonally appeared th	e following	
Name/Entity	Valid ID Presented	Date	Ptacc	
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Munita	
CLARGE CACES All known to me and to me k acknowledgment that the same is the present.	TYV CO. 151-542-125 mown to be the same person's w fir free voluntary act and deed at			
This instrument, consisting written and has been signed by the pa	of three (3) pages including thi rties bereto in each and every pa			
Rehabilitation of Stone Med Mauscom haver, Pegy. Leiter WEINESS MY HAND AND	tency for Side Protection, Tangy, Sizei	20 (2)		
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 September, 2021

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaioc Manifa

Dear Mr. Cacho.

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Rehabilitation of Stone Masonry for Side Protection (portion) of Maseap Riser, Barangay Maseap, Rodriguez, Rical effective on the day you received this Notice to Proceed.

Upon receipt of this name, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing 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 Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder.

CONTRACT AGREEMENT &

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scal of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque. Antipulo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
	, 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 and herein represented by its Proprietor/President/General Manager, of legal age, Filipine citizen, single/married, resident of hereinofter 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.
	renged Highlian of Tione Processy (or Sides Librarian (sertion) of the reverse state of the services of the se
	WHEREAS, the CONTRACTOR, warranting that it has the linearial 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, 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
	This course of the Proces of the Course of t
	NOW, THERRIFORE, for and in-consideration of the foregoing premises, the parties hereto hereby agree as follows:
M	1. The whole works subject matter of this Agreement shall be completed within Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents us 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, numely:
	a. SP Ordinance No
Ž,	c. Scope/Program of Work and Detailed Estimate
ダゲガ	 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning hidder/s two (2) bidding envelopes h. Bid Security i. Addends and Supplemental Bulletins
Ş,	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 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
	Currency, in consideration of the construction and only upon completion of the infrastructure weeks
7	Currency, in consideration of the construction and only upon completion of the infrastructure weeks

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,

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 Section Seven Seminor intensity Thousand Four Seven Seminor intensity Thousand Four 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 "Structura) Defects and Faihures" 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 restination 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 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 fox every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the annual of the contract, the Procuring Entity may rescind or terminate the contract, without prefudice 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;
- 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 dumages 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 reson to other alternative modes of disputes resolution.

Without projudice 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, at A	the parties have hereunto sign antipolo City.	icd this Agreeméra ti	his <u>and</u> day of
Entity/Firm/Corporation	RIZAL P	ROVINCIAI, GOVI	ERNMENT
By: ff f fel Proprietor/Manager/President	By:	SUEBECCA A. YNA:	RES
/.	WITNESSES	,	
GINA ZIANORMA	Ma	L VICTORIAR, TI	EJADA
יסא	TARIAL ACKNOWLEDGY	MENT	
REPUBLIC OF THE PHILIPPINES; ANTIPOLO CITY) 8.8			
BEFORE ME. a Notary Publ	ic for and in Antipolo City, po	ersonally appeared th	ic following
Name/Entity	Valid ID Presented	Date	Pface
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manita
G178 1300 GF030	<u> </u>		
All known to me and to me ke acknowledgment that the same is their present.	own to be the same person's wi free voluntary act and deed as		
This instrument, consisting of written and has been signed by the part	f three (3) pages including thi ies hereto is each and every pag	s page wherein this . ge hereof, refers to the	acknowledgment is Agreement for:
Aebsbilitation of Stone M	igera, Marel. 2 7 SEP A		of Mascar
WITNESS MY HAND AND S Antipole City.			Provincial Capitol.
Doc No. 416 Page No. 25 Buck No. 2 Series 20 2/		ATT WOMEN PERSON	YMSTER MALADEMOLI TELEVISION SERVICES TELEVISION SERVICES TELEVISION SERVICES TELEVISION SERVICES