Republic of the Philippines
Province of Oriental Negros
MUNICIPALITY OF AYUNGON
BIDS AND AWARDS COMMITTEE
Web Site:ayungon.gov.ph Tel No: 09178952561
E-mail Add:ayungonmpdo@yahoo.com

NOTICE OF AWARD

November 16, 2020

Silliman Avenue Construction & Supply
Dumaguete City
Tel.No.

Dear Sir/Madame:

We are happy to notify you that your Bid dated **November 11, 2020** for execution of the **Improvement of Food Section at Ayungon, Neg. Or. BID ID No. 2020-10-63** for the Contract Price of equivalent;

* Total Price : **Nine Hundred Ninety Seven Thousand Sixty Eight Pesos & 98/100 Only (Php. 997,068.98)**

You are hereby required to provide within ten (10) days the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

EMARIE F. AGUSTINO
Municipal Mayor/HoPE

Conforme:

Silliman Avenue Construction & Supply
Date: 11/16/2020

Republic of the Philippines
Province of Negros Oriental
MUNICIPALITY OF AYUNGON
Ayungon Negros Oriental

Contract Agreement Form

0 2 DEC 2020

THIS AGREEMENT made on the ____day of _____2020 between **Municipality of Ayungon** (hereinafter called "the Entity") of the one part and **SILLIMAN AVENUE & CONSTRUCTION SUPPLY** of Bogo, Brgy. Taclobo, Dumaguete City. (hereinafter called "the Contractor") of the other part:

WHEREAS the Entity Bids for certain works and ancillary services, viz. **Improvement of Food Section at Ayungon, Neg. Or.** ***(Bid Identification Number 2020-10-63),*** has accepted a Bid by the Contractor for the supply of those goods and services for ***NINE HUNDRED NINETY SEVEN THOUSAND SIXTY-EIGHT PESOS AND NINETY-EIGHT CENTAVOS (Php 997,068.98)*** hereinafter called "the Contract Price"

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

(a) the Bid Form and the Price Schedule by the Bidder;
(b) the Schedule of Requirements;
(c) the Technical Specifications;
(d) the General Conditions of Contract;
(e) the Special Conditions of Contract; and
(f) the Entity's Notification of Award

3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. 4. The Entity hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provision of the Contract at the time in the manner prescribed by the contract terms of payment.

TERMS OF PAYMENT:

1. **Contract Price**

The total contract amount is P 997,068.98

2. **Procedure for Payment**

(a) Progress payment based on statement presented by the contractor and accepted by the project Municipal Engineer based on the following:

- Upon signing of contract advance payment of 15% for mobilization.
- succeeding payments made when works reaches 50% physical accomplished;
- 90% physical accomplished and;
- 100% physical accomplished.

Statement shall show the value of the works implemented.

(b) Progress payments shall be subjected to the ten (10%) percent retention.

(c) Statement shall be supported by an itemized breakdown of physical accomplished for the period.

(d) The Entity shall pay only those claims duly approved by the Municipal Engineer .

3. Place and Mode of Payment

Amounts due to the contractor shall be paid through the issuance of commercial checks by the Municipal Treasurer.

4. Advance Payment

(a) The Entity may agree to pay the Contractor and advance for mobilization corresponding the fifteen (15%) percent of the Total Contract Price against provision by the Contractor of an Unconditional bank Guarantee and by a bank acceptable to the Entity in the amount equal to the advance payment.

(b) This Advance will be made within 15 calendar days after approval of request by the Municipal Engineer.

(c) Repayments or recoupment of the advance shall start after the accumulated amount of works reaches 50% of the Contract Price. The total advance shall have been recouped when the accumulated amount of work reaches 90% of the Total Contract Price.

(d) The Payments will be proportional to the value of the physical accomplishments claimed.

5. Release of Retention Security

Retention money shall only be released either:

- Upon Entity issuance of the Certificate of Acceptance, or
- After the issuance of the Certificate of Completion and when the contractor presents and acceptable guarantee or bond in the same amount.

6. Performance Security

(a) The Performance Security shall be provided to the Entity no later than 7 calendar days after receipt of the Notice of Award in the form of a bank guarantee or performance bond equivalent to 10% of the Contract Price.

(b)Performance security shall be valid for One Hundred Eighty (180) calendar days plus twenty eight (28) calendar days from date of issue of Certificate of Completion or a total of two hundred eight (208) calendar days.

7. Liquidation Damages.

(a) Failure by the contractor to complete the works within the contract completion period established by B. 1 above, or any extended period granted by the Municipal Engineer, shall render the Contractor liable to forfeit.. ---

(i) For contracts of less than one year duration: 1/10 of 1% of the value of the contract of every day delay beyond the contract completion date

(b) The maximum sum which will be forfeited will be 10% of the original value of the Contract, after which, the Entity may rescind the contract.

8. Entity's Default

If payment to the contractor is delayed for more than 30 days after approval by the Municipal Engineer , the Contractor may suspend work and withdraw its equipment and personnel from the project site until such time as the payment are normalized and a return to work agreement satisfactory to both parties is agreed upon.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by **EMARIE F. AGUSTINO,** the **Municipal Mayor** (for the Entity)

Signed, sealed, delivered by **FRANKLIN H. PAG-ONG**, the **Proprietor** (for the Contractor)

For Availability of Funds:

KAREN JOY D. MENTE, CPA
Municipal Accountant

Binding Signature of PROCURING ENTITY:

EMARIE F. AGUSTINO
Municipal Mayor

GERARDO O. CIPRIANO JR.
Witness

Binding Signature of CONTRACTOR:

FRANKLIN H. PAG-ONG
Proprietor

EDGAR L. MARTINEZ
Witness

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY OF MUN OF SIBULAN, NEG OR S.S.

BEFORE ME, this 0 2 DEC 2020 day of ____________, FRANKLIN H. PAG-ONG and EMARIE F. AGUSTINO, with Identification No.____________,issued in Ayungon,Negros Oriental on ____________ and FRANKLIN H. PAG-ONG, with Identification No. DRL LIC NO: TAG - issued in ____________ on ____________ known to me to be the same persons who executed the foregoing instrument and acknowledge to me that the same is their own free act and deed.

This instrument consist of five(5) pages, the left hand margin of each is signed by the party and there instrumental witness except this official seal.

IN WITNESS, I have hereunto set my hand and seal, this 0 2 DEC 2020 ,at MUN OF SIBULAN, NEG. OR above written.

Notary Public

Until 31 December 2020
PTR No. ____________
Issued at: ____________
Issued on: ____________

ATTY. ROWTIR JOHN L. BANQUERIGO
Notary Public until 12-31-21 for Dgte. City & Mun. of Sibulan, Valencia, Bacong, Dauin, Zamboanguita, & Siaton, all of the Province of Negros Oriental
IBP No. 068009 | 01-04-20 | Negros Oriental
SERIAL NO. 2020-019 / ROLL NO. 70587
PTR NO. 3959240 A | 01-10-20 | Sibulan
MCLE Compliance No. VI – 0027826 | 04-14-22
Rm.1, 2nd Flr, DND Bldg, Perdices St., Dgte. City

Doc No. 235
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