



Republic of the Philippines
CITY GOVERNMENT OF MUNTINLUPA
Bids and Awards Committee

NOTICE TO PROCEED

AYANA CONSTRUCTION & TRADING
 Sto. Domingo Nueva Eclja


Dear Sir / Madame:

The attached Contract Agreement having been approved, notice is hereby given to **AYANA CONSTRUCTION & TRADING** that the CONTRACT of the City Government of Muntinlupa for the "Completion of Various Improvement Works at COA Office, City Hall Putatan, Muntinlupa City", shall commence effective FIVE (5) DAYS after acknowledging receipt hereof.

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


Please acknowledge receipt and acceptance of this notice by signing both copies on the space provided below. Kindly keep one (1) copy and return the other copy to the Bids and Awards Committee Secretariat.

Very truly yours,


 Hon. **ROZZANO RUFINO B. BIAZON**
 City Mayor

I acknowledge receipt of this Notice on 05/19/2023

Name of the Bidder or Representative AYANA CONSTRUCTION

Authorized signature 

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Republic of the Philippines
CITY GOVERNMENT OF MUNTINLUPA
National Road, Putatan, Muntinlupa City

NEGOTIATED CONTRACT AGREEMENT

FOR THE
**Completion of Various Improvement Works at COA Office, City Hall Putatan,
Muntinlupa City**

KNOW ALL MEN BY THESE PRESENTS:

MAY 10 2023

This CONTRACT AGREEMENT, made this ___ day of _____ 20___, at Muntinlupa City,
by and between:

The CITY GOVERNMENT OF MUNTINLUPA, represented herein by HON. ROZZANO RUFINO B. BIAZON, City Mayor, with the office address at City Hall, National Road, Putatan, Muntinlupa City, as the FIRST PARTY, hereinafter called the "PROCURING ENTITY", duly authorized for this purpose;

- and -

AYANA CONSTRUCTION & TRADING, a single proprietorship duly organized and existing by virtue of the Laws of the republic of the Philippines, with office address of Sto. Domingo Nueva Ecija, represented by LEO CABATBAT, Authorized Representative, who has been authorized for this purpose, as the SECOND PARTY, hereinafter called the "CONTRACTOR";

WITNESSETH; That -

WHEREAS, the PROCURING ENTITY is desirous that the certain WORKS be executed through Negotiated Contract Procurement by the CONTRACTOR for the **"Completion of Various Improvement Works at COA Office, City Hall Putatan, Muntinlupa City"**;

WHEREAS, the BAC has recommended to undertake, thru Negotiated Procurement with JERIS CONSTRUCTION & SUPPLY, the above-mentioned works in accordance with *"Section 53.9. Small Value Procurement. Where the procurement does not fall under Shopping in Section 52 of this IRR and the amount involved does not exceed the thresholds prescribed in Annex "H" of this IRR."*

WHEREAS, the Contractor, as evaluated by the City Engineering Office, has the capacity to perform the works in terms of technical experience, financial capabilities, license classification, equipment and manpower, per its track record;

WHEREAS, the total amount of award for the execution of the WORKS is **Five Hundred Thirty Thousand Pesos (Php530,000.00)**

WHEREAS, the whole WORKS in this NEGOTIATED CONTRACT shall be completed within **thirty (30) calendar days** in accordance with the provision of the contract documents;

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. That in this Contract Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form, be read and construed as part of this contract, viz:
 - a. BAC Resolution recommending the use of Alternative Method of Procurement and *Recommending Award of Contract to the Contractor*;
 - b. Procuring Entity's offer to the Contractor;
 - c. Contractor's Acceptance to the Offer of the Procuring Entity;
 - d. Notice of Award with Contractor's Conformance;
 - e. Performance Security;
 - f. Approved Plans/Drawing with Specifications;
 - g. Approved Program of Works and Detailed Estimates;
 - h. Conditions of Contract, addenda, if any;
 - i. PERT/CPM Network Diagram, S-Curve, Cash Flow, Equipment and Manpower Utilization;
 - j. Construction Safety and Health Program;
 - k. Valid Contractor's PCAB License;
 - l. Approved Budget for the Contract;
 - m. Funding Source;
 - n. Latest Income Tax and Business Tax Return duly stamped by the BIR and Tax Clearance to prove full and timely payment; and,
 - o. Certification from the BAC Secretariat that the Notice of Award was posted in the PhilGEPS, the website of the procuring entity and any conspicuous place in the premises of the procuring entity.
3. That in consideration of the payments to be made by the PROCURING ENTITY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the PROCURING ENTITY to execute and complete the WORKS, and remedy any defects, in all respects in conformity with the provisions of this CONTRACT.
4. That the PROCURING ENTITY hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the WORKS based on the agreed unit prices and Bill of Quantities. It is understood that the quantities listed in the AGREEMENT do govern final payment to the CONTRACTOR and will be made only for actual quantities of contract items performed in accordance with the plans and specifications and as accepted by the PROCURING ENTITY.
5. That the award is for the completion of the **"Completion of Various Improvement Works at COA Office, City Hall Putatan, Muntinlupa City"** in the amount of is **Five Hundred Thirty Thousand Pesos (Php530,000.00)** to be completed within **thirty (30) calendar days** as reflected in the attached PERT/CPM, Bar Chart and Cash Flow.
The Items of Works covered under this Contract are herewith attached and made an integral part hereof as Annex "A".
6. That in case the CONTRACTOR refuses or fails to satisfactorily complete the WORKS within the specified contract time, plus any time extension duly granted, and is hereby in default under the CONTRACT, the CONTRACTOR shall pay the PROCURING ENTITY liquidated damages, and not by


7. the way of penalty, an amount as provided in the Conditions of Contract, equal to at least one tenth (1/10) of one (1) percent of the unperformed portion of the works for every day of delay, until the work is completed and accepted or taken by the PROCURING ENTITY.
8. In case the CONTRACTOR lags behind schedule in his work and incurs 15% or more slippage based on its approved PERT/CPM, the Head of the PROCURING ENTITY may, at his discretion, terminate or rescind the contract pursuant to existing laws, rules and regulations.
9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws as per Ministry Order No. 9 Series of 1981. Likewise, the guidelines for the implementation of DOLE D.O. No. 13, Series of 1998, regarding Occupational Safety and Health shall be strictly followed.
10. That the CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle the PROCURING ENTITY to suspend payment for services delivered by the CONTRACTOR in accordance with Section 3 of the Executive Order No. 398 Series of 2005.
11. That the CONTRACTOR shall likewise regularly present within the duration of the contract, Tax Clearance duly stamped and received by the BIR, and duly validated with the tax payment made thereon.
12. That the CONTRACTOR warrants that he has not given nor promised to give money or gift to any employee or the PROCURING ENTITY to secure this CONTRACT.
13. That within the period of twelve (12) months after completion to final acceptance of the WORKS, the CONTRACTOR shall remain liable for any damages or defects discovered due to faulty construction or the use of inferior quality of materials in violation of terms of the CONTRACT.
14. That if any dispute or difference of any kind whatsoever should arise between the PROCURING ENTITY or its ENGINEER and the CONTRACTOR in connection, with the arising out of, the CONTRACT or in carrying out the WORK, it shall first be referred to and settled by the Head of the PROCURING ENTITY before the dispute may be submitted to the Construction Industry Arbitration Commission (CIAC) for arbitration.
15. That this contract becomes binding and valid upon approval of the Head of the PROCURING ENTITY.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Contract to be executed the day, month and year first above written.

CITY GOVERNMENT OF MUNTINLUPA
Procuring Entity

AYANA CONSTRUCTION & TRADING
Contractor


By:



Hon. **ROZZANO RUFINO B. BIAZON**
City Mayor

By:


AYANA CONSTRUCTION & TRADING

SIGNED IN THE PRESENCE OF:


IRENE MAGANDA


Belinda Blessie Macagga

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and within the City of Muntinlupa, personally appeared the following parties with their respective Valid Government-Issued Identification:

NAME	GOVERNMENT ISSUED ID NO.
Hon. ROZZANO RUFINO B. BIAZON <u>Regin Allan Torres</u>	Driver's License-N03-86-030998 <u>Driver's License D06-93-117416</u>

known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledged to me that the same is their true act and deed for and in behalf of the parties they represent.

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

Doc. No. 274
Page No. 16
Book No. 17
Series of 2023.


MEYNARD R. JOB

Notary Public for Muntinlupa City
Notarial Commission No. 23-009
Until December 31, 2024
PTR No. 4347537 / Jan. 03, 2023 / Muntinlupa City
IBP Lifetime O.R. No. 1010271 / Jan. 04, 2016
Roll No. 49786 / PPLM
MCLE Compliance No. VII-0016417 / April 26, 2022
2731-C Bruger Street, Bruger Subdivision,
Putatan, Muntinlupa City