

Republic of the Philippines
Province of Cebu
Municipality of Moalboal

NOTICE TO PROCEED

March 18, 2022

QM BUILDERS
Poblacion, Dumanjug, Cebu


Dear Sir or Madam:

The attached Contract Agreement having been approved , notice is hereby given to QM BUILDERS that work may proceed on the project ; Rehabilitation & Improvement of Evacuation Center.

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

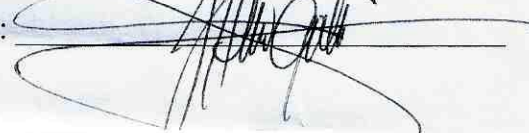
Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Municipality of Moalboal.

Very truly yours ,


PAZ A. ROZGONI
Municipal Mayor

I acknowledge receipt of this Notice on _____

Name of the Representative of the Bidder : JOSEPH HENRY GENEBOIS

Authorized Signature : 

CONTRACT AND AGREEMENT

for the Rehabilitation and Improvement of Evacuation Center

KNOWN TO MEN BY THESE PRESENTS:

This contract made and entered into this 17th day of January, 2022 at Moalboal, Cebu

by and between

The REPUBLIC OF THE PHILIPPINES/(Municipality of Moalboal) represented herein by PAZ A. ROZGONI, Municipal Mayor with office address at Poblacion East, Moalboal, Cebu as the PARTY OF FIRST PART, herein after called the EMPLOYER duly authorized for this purpose,

and

QM BUILDERS, a construction firm existing by virtue of the Laws of the Republic of the Philippines with office address at Poblacion Dumanjug, Cebu City represented by ALLAN B. QUIRANTE, Authorized Managing Officer, who has been authorized for this purpose as the PARTY OF SECOND PART herein after called the CONTRACTOR.

WITNESSTH

WHEREAS, the EMPLOYER is desirous that the certain WORKS should be executed by the CONTRACTOR, viz. : Rehabilitation and Improvement of Evacuation Center and has accepted the OFFER of the CONTRACTOR for the execution and completion of such WORKS and the remedying of any defects therein;

WHEREAS, the above mentioned project has been undertaken through a CONTRACT pursuant to Section 53.4 of R.A. 9184;

WHEREAS, the total amount of award for completion of the WORKS is to FOUR MILLION NINE HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED EIGHTY-EIGHT & 67/100 ONLY (Php 4,986,488.67) ;

WHEREAS, the whole WORKS in this PROJECT as covered by this CONTRACT shall be completed within one hundred eighty (180) calendar days in accordance with the provision of Bid Documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in this Contract and Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to;
2. That the following documents shall be deemed to form and be read and construed as part of this Agreement, viz;
 - a. The Bid Form accomplished and submitted by the Contractor including the following annexes;
 - i. Authority of the Signing Official
 - ii. Bid Prices in the Bill of Quantities
 - iii. Detailed Estimates
 - iv. Construction Schedule
 - v. Construction Methods

QM BUILDERS

By:

ALLAN B. DURANTE
Authorized Managing Officer

ASUNCION D. PALMITOS
MPDC

(Witness)

NOEL C. GRENGIA
Municipal Engineer

(Witness)

Scope of Work

Amount

A. Rehabilitation & Repair of Damages caused by Typhoon Odette		
	14.01%	698,812.43
B. Concreting & Drainage of Perimeter		
I. Base Preparation	5.29%	263,612.48
II. Concreting of Perimeter	40.08%	1,998,419.41
III. Perimeter Drainage with Steel Grating	20.95%	1,044,718.97
IV. Stone Masonry	15.69%	782,460.38
V. Equipment Rental	3.98%	198,465.00
Total	100.00%	4,986,488.67

5. The implementing Rules and Regulations of the amended P.D. 1594, P.D. 1759, other existing laws, decrees, executive and administrative orders, circulars issued by proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contracts adopted and approved by the Government, shall be made and formed as Integral part of the Contract

PAZ A. ROZGONI
Municipal Mayor

NOEL C. GRENGIA
Municipal Engineer
(Witness)

ASUNCION D. PALMITOS
MPDC
(Witness)

QM BUILDERS

By:

ALLAN B. QUIRANTE
Authorized Managing Officer

here

6. That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the EMPLOYER in the form and amount as required in the Instruction to Bidders.
7. In case the CONTRACTOR refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the CONTRACT, the CONTRACTOR shall pay the GOVERNMENT for liquidated damages, and not by way of penalty, an amount to be determined for each calendar day of delay, until the work is completed and accepted or taken over by the Government.

$$TLD = VUUP \times [(1+OCC)^n - 1] \times K$$
$$VUUP = TCP - VCUP$$
$$TLD = \text{Total liquidated Damages, in pesos}$$
$$VUUP = \text{Value of the Uncompleted and Unusable Portion of the contract work, as of the expiry date of the contract, in pesos}$$
$$TCP = \text{Total Contract Prices, in pesos}$$
$$VCUP = \text{Value of the Completed and Unusable portions of the contract work, as of the expiry date of the contract, in pesos}$$
$$OCC = \text{prevailing opportunity cost of capital for government projects set by NEDA, which is currently pegged at 15\%}$$
$$n = \text{total number years that the contract work is delayed after the expiry date of the contract}$$
$$K = \text{adjustment factor to cover additional losses}$$
$$= 1 + C + (I \times n)$$
$$C = \text{cost of construction supervision as a percentage, not exceeding 10\% of construction cost}$$
$$i = \text{annual inflation rate}$$
8. In case the CONTRACTOR lags behind schedule in his work and incurs 15% or more negative slippage, based on his approved PERT/CPM, the Municipal Mayor may, at his discretion, terminate or rescind the contact pursuant to existing laws, rules and regulations.
9. The provision of RA 6685 as implemented by Department Order No. 51, series of 1990 in hereby incorporated as part of this CONTRACT.
10. 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 labor and other labor laws as per Ministry Order No. 9 series of 1981.
11. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employee of the EMPLOYER (or any Philippine Government Instrumentality) to secure this CONTRACT.
12. The Joints Guidelines on Change Orders, Extra Works Orders, Etc. as provided under the pertinent provisions of the Implementing Rules and Guidelines of the RA 9184 as amended are hereby incorporated as part on this CONTRACT.
13. Within a period of twelve (12) moths after completion and final acceptance of the PROJECT, the CONTRACTOR, shall remain liable for any damages or defects discovered on the works due to faulty construction or the use of materials of inferior quality or violation of terms of the CONTRACT.
14. That the warranty of the project including its warranty securities shall govern by Section 62 of R.A. 9184.
15. This CONTRACT becomes binding and valid upon approval by the proper authorities.

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

MUNICIPALITY OF MOALBOAL

QM BUILDERS

(PARTY OF FIRST PART)

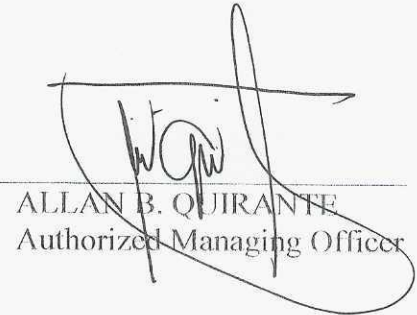
(PARTY OF SECOND PART)

BY:

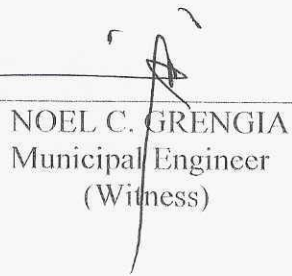
BY:



PAZ A. ROZGONI
Municipal Mayor



ALLAN B. QUIRANTE
Authorized Managing Officer




NOEL C. GRENGIA
Municipal Engineer
(Witness)



ASUNCION D. PALMITOS
MPDC
(Witness)

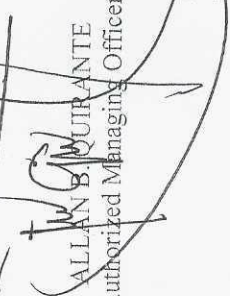
Approved this 17th day of March, 2022.

APPROVED :



PAZ A. ROZGONI
Municipal Mayor

REPUBLIC OF THE PHILIPPINES)
CEBU CITY)S.S

QM BUILDERS
By: 
ALLAN B. QUIRANTE
Authorized Managing Officer

ACKNOWLEDGEMENT

ASUNCION D. PALMITOS
MPDC
(Witness)

BEFORE ME, as the Notary Public for and within the City of Cebu, personally appeared PAZ A. ROZGONI, Municipal Mayor, representing the Municipality of Moalboal, Cebu with Residence Certificate No.24151929 issued on January 14, 2022 and ALLAN B. QUIRANTE, Authorized Managing Officer, representing QM BUILDERS with Residence Certificate No. _____ issued on _____ known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledge to me that the same is their true act and deed and in behalf of the parties they represented.

This instrument consist of five (5) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witness on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my signature and Official Seal this _____ day of _____, 2022.

NOEL C. GRENGIA
Municipal Engineer
(Witness)

Doc. No. 258
Page No. 7
Book No. 7
Series of 2022

Notary Public

ATTY. JOHN DEXTER P. CABAHUG

Notary Public for Cebu City

Notarial Commission No. 100272, dated August 31, 2022

Roll of Notaries and Public

PTR No. 698330; issued at Cebu City on January 03, 2022

IBP No. 197896; issued on January 10, 2022

MCLE Compliance Exempted pursuant to Resolution No. 1 series of 2009

jdrcabahug201@gmail.com

Page 5 of Five Pages (Rehabilitation and Improvement of Evacuation Center)

Republic of the Philippines
Municipality of Moalboal, Cebu
By:

PAZ A. ROZGONI
Municipal Mayor