



## NOTICE OF AWARD

**April 5, 2021**

**M.O. DE GUZMAN BUILDERS AND SUPPLY**  
 Patpata, Balaoan,  
 La Union

Dear Sir:


We are happy to notify you that the **PURCHASE AND DELIVERY OF CONSTRUCTION MATERIALS FOR THE IMPROVEMENT OF SANTOL DISTRICT OFFICE**, is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract price equivalent **One hundred seventy nine thousand eight hundred sixty nine pesos (Php 179,869.00)**.

You are therefore required, within then (10) day from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders.

FORM OF PERFORMANCE SECURITY	AMOUNT OF BID SECURITY (Equal to percentage of Total Contract Price)
a.) Cash or cashiers/managers check issued by a universal or commercial bank.	Ten Percent (10%) Which is P 17,986.90
b.) Bank draft/ guarantee or irrevocable letter of credit issued by a universal or commercial bank: Provided, however, that is shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank.	
c.) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty Percent (30%) Which is P 53,960.70
d.) Any combination of the foregoing	Proportion to share of form with respect to total amount of security.

Failure to enter into the said contract or award the Performance Security shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,

  
**ENGR. MAGNO A. WAILAN**  
 Municipal Mayor

Conformed:

  
**MARLON O. DE GUZMAN**  
 Name of Representative

**M.O. DE GUZMAN BUILDERS AND SUPPLY**  
 Date: \_\_\_\_\_



Republic of the Philippines  
Province of La Union  
**Municipality of Santol**  
Email Address: lgu\_santol@yahoo.com



Contract No. 2021026

**CONTRACT AGREEMENT**

This Agreement, made this 6<sup>th</sup> day of April, 2021 between the **MUNICIPAL GOVERNMENT OF SANTOL, LA UNION, PHILIPPINES** (hereinafter called as "THE OWNER") **M.O. DE GUZMAN BUILDERS AND SUPPLY** (herein after called as "THE SUPPLIER");

Whereas, the Entity invited Bids for certain delivery of goods and ancillary services, viz., **PURCHASE AND DELIVERY OF CONSTRUCTION MATERIALS FOR THE IMPROVEMENT OF SANTOL DISTRICT OFFICE**, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One hundred seventy nine thousand eight hundred sixty nine pesos (Php 179,869.00)**.

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 hereinafter referred to.

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

- a. The supplier, bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g bidders response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's Bid Evaluation.
- b. The Schedule of Requirements;
- c. The Technical specifications;
- d. The General Condition of Contracts;
- e. The Special Condition of Contract;
- f. Certificate of Product Inspection;
- g. The Performance Security; and
- h. The Entity's Notice of Award

3. In consideration of the payments to be made by the SUPPLIER as hereinafter mentioned, the SUPPLIER hereby covenants with the OWNER to execute and complete the GOODS within **30 Calendar days** and if the SUPPLIER fails to satisfactorily completed the goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned and remedy any defects herein in conformity with the provisions of this contract in all aspects.

4. The OWNER hereby covenants to pay the SUPPLIER in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.



Republic of the Philippines  
Province of La Union  
**Municipality of Santol**  
Email Address: lgu\_santol@yahoo.com




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

  
**M.O. DE GUZMAN BUILDERS AND SUPPLY**  
Supplier

**MUNICIPAL GOVERNMENT OF  
SANTOL, LA UNION**

**MARLON O. DE GUZMAN**  
Authorized Representative  
(Party of the 2<sup>nd</sup> Part)  
Res. Cert. No. 21388204  
Issued on: January 7, 2021  
Issued at: Balaoan, La Union

  
**ENGR. MAGNO A. WAILAN**  
Municipal Mayor  
(Party of the 1<sup>st</sup> Part)  
Res. Cert. No. 21355701  
Issued on January 3, 2021  
Issued at Santol, La Union

SIGNED IN THE PRESENCE OF

  
**ENGR. LORNA M. OMINGA**  
BAC Chairman

  
**LORETA W. MILLARES**  
BAC Vice-Chairman


**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES ]  
PROVINCE OF LA UNION ] SS  
CITY/MUNICIPALITY Santol ]

Before me, a Notary Public, for and in the Province of La Union this 6<sup>th</sup> day of April, 2021 personally appeared the above parties, with their Community Tax Certificate Numbers indicated below their signature, known to me and to me known to be the same person who executed the foregoing instrument and the acknowledged to me that the same is their free act and voluntary deed.

WITNESS MY HAND AND NOTARIAL SEAL.

Doc. No. 113 ;  
Page No. 23 ;  
Book No. VIII ;  
Series 2021 .

  
**ATTY. ROSEMARIE M. WAILAN**  
NOTARY PUBLIC  
NC No. 2019-02/FCS LA UNION UNTIL DEC. 31, 2021  
ROLL No. 62827/TIN No. 928-040-946  
IBP LIFETIME No. G16980/5/10/17/PASIG CITY  
MCLE COMPLIANCE No. VII-0001797  
PTR No. 010729/1/4/2021



Republic of the Philippines  
Province of La Union  
MUNICIPALITY OF SANTOL  
**OFFICE OF THE MUNICIPAL MAYOR**  
Bids and Awards Committee



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## NOTICE TO PROCEED

April 8, 2021

**M.O. DE GUZMAN BUILDERS AND SUPPLY**  
Patpata, Balaoan  
La Union

Dear Sir:


The attached Contract Agreement, having been approved, Notice is hereby given to **M.O. DE GUZMAN BUILDERS AND SUPPLY** to proceed with the contract, **PURCHASE AND DELIVERY OF CONSTRUCTION MATERIALS FOR THE IMPROVEMENT OF SANTOL DISTRICT OFFICE**, for the Municipality of Santol, La Union, with contract price of **One hundred seventy nine thousand eight hundred sixty nine pesos (Php 179,869.00)**, effective upon receipt of this Notice.

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 of this notice by accomplishing/signing the blank spaces provided herein below.

Very truly yours,

  
**ENGR. MAGNO A. WAILAN**  
Municipal Mayor

I acknowledge receipt of this Notice on Marlon O. De Guzman  
Name of Representative of Bidder \_\_\_\_\_  
Authorized Signature  \_\_\_\_\_