



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



## NOTICE OF AWARD

**January 26, 2023**

**RAPHAEL CONSTRUCTION**  
#31 Quintarong, Bangar  
La Union

Dear MR. LIBAO:

We are happy to notify you that the **IMPROVEMENT OF FLOOD CONTROL ALONG MALUYO RIVER, CORRO-OY**, is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract price equivalent **Nine hundred eighty one thousand one hundred thirty nine pesos and 92/100 (981,139.92)**.

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.


<b>FORM OF PERFORMANCE SECURITY</b>	<b>AMOUNT OF BID SECURITY (Equal to percentage of Total Contract Price)</b>
a.) Cash or cashiers/managers check issued by a universal or commercial bank.	Ten Percent (10%) Which is P 98,113.99
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.	
.) 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 294,341.97
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. MACNO A. WAILAN**  
Municipal Mayor

Conformed:

  
**NELSON O. LIBAO**  
Name of Representative

**RAPHAEL CONSTRUCTION**  
Date: Jan 26, 2023



Contract No. 2023001

## CONTRACT AGREEMENT

This Agreement, made this 27<sup>th</sup> day of January, 2023 between the **MUNICIPAL GOVERNMENT OF SANTOL, LA UNION, PHILIPPINES** (hereinafter called as "THE OWNER") and **RAPHAEL CONSTRUCTION** (herein after called as "THE CONTRACTOR");

Whereas, the Entity invited Bids for certain civil works and ancillary services, viz., **IMPROVEMENT OF FLOOD CONTROL ALONG MALUYO RIVER, CORRO-OY**, and has accepted a Bid by the Contractor for the supply of those civil works and services in the sum of **Nine hundred eighty one thousand one hundred thirty nine pesos and 92/100 (Php 981,139.92)**.

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. General and Special Conditions of Contract;
- b. Drawings/Plans;
- c. The Technical Specifications;
- d. Invitation to Bid;
- e. Instruction to Bidders;
- f. Bid Data Sheet;
- g. Addenda and/or Supplemental/Bid Bulletins, if any;
- h. Bid From, including all documents/statements contained in the Bidders bidding envelopes, as annexes, and all other documents submitted (e.g., Bidders response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid Evaluation;
- i. Eligibility requirements, documents and/or statements;
- j. Performance Security;
- k. Notice of Award of Contract and the Bidder's conforme thereto;
- l. Other contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the CONTRACTOR hereby covenants with the OWNER to execute and complete the CIVIL WORKS and remedy any defects herein in conformity with the provisions of this Contract in all respects.

4. In consideration of the payments to be made by the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the OWNER to execute and complete the WORKS within **16 Calendar days** and if the CONTRACTOR fails to satisfactorily complete the work under the contract within the specified work schedule, as provided in the RA9184 IRR Section 42.4. The contract Termination Guidelines as provided in Annex "I" of this IRR. III Grounds for Termination of Contracts – 2-The Procuring Entity shall terminate a contract for default when any of the following conditions attend its implementation: a-c (IRR).

5. The OWNER hereby covenants to pay the CONTRACTOR 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.





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.

**RAPHAEL CONSTRUCTION**  
Contractor

**NELSON O. LIBAO**  
Owner/Manager  
(Party of the 2<sup>nd</sup> Part)  
Res. Cert. No. 02619444  
Issued on January 6, 2023  
Issued at: Bangar, La Union

**MUNICIPAL GOVERNMENT OF  
SANTOL, LA UNION**

**ENGR. MAGNO A. WAILAN**  
Municipal Mayor  
(Party of the 1<sup>st</sup> Part)  
Res. Cert. No. 02625601  
Issued on January 5, 2023  
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 **27<sup>th</sup> day of January, 2023** 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.

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Page No. 44  
Book No. III  
Series of 2023

**ATTY. ROSEMARIE M. WAILAN**  
NOTARY PUBLIC  
ANC No. 2022-01N - /FOR LA UNION UNTIL DEC. 31, 2023  
ROLL No. 68827 / TIN No. 928-040-946  
IBP LIFETIME No. 016580/5/10/17/PASIG CITY  
MCLE COMPLIANCE No. VII-0001797



Republic of the Philippines  
Province of La Union  
MUNICIPALITY OF SANTOL



**OFFICE OF THE MUNICIPAL MAYOR**

**Bids and Awards Committee**

**NOTICE TO PROCEED**

**January 31, 2023**

**RAPHAEL CONSTRUCTION**

#31 Quintarong, Bangar  
La Union

Dear Sir:

The attached Contract Agreement, having been approved, Notice is hereby given to proceed with the contract, **IMPROVEMENT OF FLOOD CONTROL ALONG MALUYO RIVER, CORRO-OY**, for the Municipality of Santol, La Union, with contract price of **NINE HUNDRED EIGHTY ONE THOUSAND ONE HUNDRED THIRTY NINE PESOS AND 92/100 (Php 981,139.92)**, 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 Jan 31, 2023

Name of Representative of Bidder \_\_\_\_\_

Authorized Signature  \_\_\_\_\_