



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

NOTICE OF AWARD

March 25, 2024

KIN JOY CONSTRUCTION AND SUPPLY
Poblacion, Santol
La Union

Dear MS SOLIMAN:

We are happy to notify you that the **REHABILITATION OF MALANAS DIVERSION DAM**, is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract price equivalent **Three hundred eighty nine thousand eight hundred seventy four pesos and 37/100 (Php 389,874.37)**.

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 38,987.43
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 116,962.31
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:


LENY B. SOLIMAN
Name of Representative

KIN JOY CONSTRUCTION AND SUPPLY

Date: March 25, 2024

Contract No2024013

CONTRACT AGREEMENT

This Agreement, made this 26th day of March, 2024 between the **MUNICIPAL GOVERNMENT OF SANTOL, LA UNION, PHILIPPINES** (hereinafter called as "THE OWNER") and **KIN JOY CONSTRUCTION AND SUPPLY** (herein after called as "THE CONTRACTOR");

Whereas, the Entity invited Bids for certain civil works and ancillary services, viz., **REHABILITATION OF MALANAS DIVERSION DAM**, and has accepted a Bid by the Contractor for the supply of those civil works and services in the sum of **Three hundred eighty nine thousand eight hundred seventy four pesos and 37/100 (Php 389,874.37)**.


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 **18 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

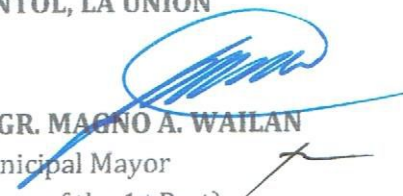
become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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.

KIN JOY CONSTRUCTION AND SUPPLY
Contractor

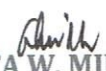

LENY B. SOLIMAN
 Owner/Manager
 (Party of the 2nd Part)
 Res. Cert. No. **19910652**
 Issued on **January 4, 2024**
 Issued at: **Santol, La Union**
 ID No.

**MUNICIPAL GOVERNMENT OF
 SANTOL, LA UNION**


ENGR. MAGNO A. WAILAN
 Municipal Mayor
 (Party of the 1st Part)
 Res. Cert. No. **19910801**
 Issued on **January 4, 2024**
 Issued at **Santol, La Union**
 ID No.

SIGNED IN THE PRESENCE OF


ENGR. LORNA M. OMINGA
 BAC Chairman


LORETA W. MILLARES
 BAC Vice-Chairman

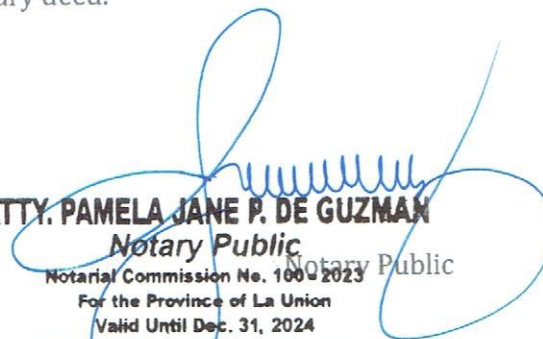
ACKNOWLEDGMENT

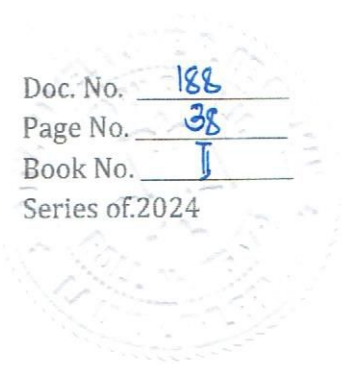
REPUBLIC OF THE PHILIPPINES]
 PROVINCE OF LA UNION] SS
 SAN FERNANDO CITY, LA UNION

Before me, a Notary Public, for and in the Province of La Union this **26th day of March, 2024** personally appeared the above parties, with their valid identification cards as 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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 Book No. I
 Series of 2024


ATTY. PAMELA JANE P. DE GUZMAN
 Notary Public
 Notarial Commission No. 100-2023
 For the Province of La Union
 Valid Until Dec. 31, 2024
 Roll of Attorneys No. 75473; July 27, 2020; Manila
 PTR No., SEC 2412461, January 4, 2024
 IBP No., 375351; December 27 2023; Pasig City
 MCLE Compliance No. VII-005149; May 12, 2021





Republic of the Philippines
Province of La Union
MUNICIPALITY OF SANTOL

OFFICE OF THE MUNICIPAL MAYOR
Bids and Awards Committee

NOTICE TO PROCEED

April 1, 2024

KIN JOY CONSTRUCTION AND SUPPLY

Poblacion, Santol
La Union

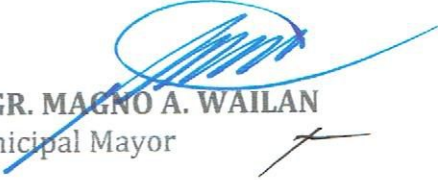
Dear Madam:

The attached Contract Agreement, having been approved, Notice is hereby given to proceed with the contract, **REHABILITATION OF MALANAS DIVERSION DAM, LETTAC SUR, SANTOL, LA UNION** for the Municipality of Santol, La Union, with contract price of **Three hundred eighty nine thousand eight hundred seventy four pesos and 37/100 (Php 389,874.37)**, 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 April 1, 2024
Name of Representative of Bidder _____
Authorized Signature 