



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

31 January, 2023

MR. LUISITO R. TIQUI
L.R. TIQUI BUILDERS, INC./
L. EUSEBIO ACE DEVELOPMENT CORP.
JOINT VENTURE
Sta. Maria Bulacan

Dear Mr. Tiqui:

The attached Contract Agreement having been approved, notice is hereby given to ***L.R. TIQUI BUILDERS, INC./L. EUSEBIO ACE DEVELOPMENT CORP. JOINT VENTURE*** that work may proceed on the *Construction of Road with Slope Protection Taytay-Angono-Binangonan Diversion Road (Binangonan Section), Binangonan, Rizal* effective February 4, 2023 (Saturday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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 Provincial Government of Rizal.

Very truly yours,


NINA RICCI A. YNARES
Governor 

I acknowledge receipt of this Notice on:

21.1.2023

Authorized Signature:

Name of the Representative of the Bidder:


LUISITO TIQUI

CONTRACT AGREEMENT 1A
(JOINT VENTURE)

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

L. R. TIQUI BUILDERS INCORPORATED, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Sta Maria, Bulacan, and herein represented by its Proprietor/President/General Manager, **LUISITO R. TIQUI**, of legal age, Filipino citizen, single/married, resident of Sta. Maria, Bulacan, hereinafter referred to as the **CONTRACTOR**;

L. EUSEBIO ACE DEVELOPMENT CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasig City, and herein represented by its Proprietor/President/General Manager, **JUAN PAULO MIGUEL E. MANLAPIT**, of legal age, Filipino citizen, single/married, resident of Pasig City, hereinafter referred to as the **CONTRACTOR**.

WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 17, s. 2022, namely:

**Construction of Road with Slope Protection Taytay-Angono-Binangonan
Diversion Road (Binangonan Section), Binangonan, Rizal**

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 December 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Hundred Fifty-Five Million Three Hundred Thirty-Four Thousand Six Hundred Eighty-Three Pesos & 55/100 (Php255,334,683.55), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within **Four Hundred Forty (440)** calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 17, s. 2022
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract; 1A

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Hundred Fifty-Five Million Three Hundred Thirty-Four Thousand Six Hundred Eighty-Three Pesos & 55/100 (Php255,334,683.55), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seventy-Six Million Six Hundred Thousand Four Hundred Five Pesos & 07/100 (P76,600,405.07) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. 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 work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 31 day of JAN 2023 at Antipolo City.

L.R. TIQUI BUILDERS INCORPORATED
Entity/Firm/Corporation

By:


LUISITO R. TIQUI
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:


NINA RICCI A. YNARES
Governor 

L. EUSEBIO ACE DEVELOPMENT CORPORATION
Entity/Firm/Corporation

By:


JUAN PAULO MIGUEL E. MANLAPIT
Proprietor/Manager/President

WITNESSES


LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT 1A

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal, personally appeared the following

<u>Name/Entity</u>	<u>Valid ID Presented</u>	<u>Date</u>	<u>Place</u>
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
LUISITO R. TIQUI	TIN NO. <u>205-427-856</u>		
JUAN PAULO MIGUEL E. MANLAPIT	TIN NO. <u>000-159-917</u>		

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Road with Slope Protection Taytay-Angono-Binangonan Diversion Road (Binangonan Section), Binangonan, Rizal

WITNESS MY HAND AND SEAL this ____ day of JAN 31 2023, at Rizal Provincial Capitol, Antipolo City, Rizal

Notary Public

Doc. No. 286
Page No. 59
Book No. 1
Series 2023


ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Valid until December 31, 2023
Adm. Matter 22-002
PTR No. 18929923/ January 3, 2023 / Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No.016632 / Rizal
MCLE Compliance No. VII-0023742