

PAMBANSANG MUSEO NG PILIPINAS
NATIONAL MUSEUM OF THE PHILIPPINES

NOTICE TO PROCEED

**This CONTRACT therefore having been approved, copy of which will be furnished,
NOTICE is hereby given to:**

Contractor : 401 Development & Construction Corporation

Sole Proprietor : M^{rs}. Jessie I. Cervatos

Business Address : Lot 3, Block 18, 4th Avenue
Beverly Hills Subdivision
Antipolo, Rizal

Name of Project : Repair of Typhoon Damaged
Casa Rocha

Contract Period : The Project's actual construction is
Expected to be completed in
Ninety (90) calendar days.

Contract Amount : Php 989,888.96

Contract Effectivity : Upon Receipt of this Notice

This Notice to Proceed is issued this 01 day of June, 2022 at the City of
Manila, Philippines

Received by:

JESSIE I. CERVATOS
Date: 06/11/2022

JEREMY BARNS, CESO III
Director - General

**Infrastructure Contract
Repair of Typhoon Damaged Casa Rocha**

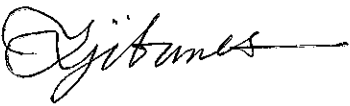
CONTRACT AGREEMENT

THIS AGREEMENT, made this day of MAY 3 2022 between **NATIONAL MUSEUM OF THE PHILIPPINES, National Museum Complex, Rizal Park, Manila 1000, Philippines** (hereinafter called the "MUSEUM") and **401 DEVELOPMENT AND CONSTRUCTION CORPORATION, Lot 3, Blk.18 4th Avenue, Beverly Hills Subd., Antipolo, Rizal** (hereinafter called the "CONTRACTOR").

WHEREAS, the Museum is desirous that the Contractor execute *Repair of Typhoon Damaged Casa Rocha* hereinafter called "the Works") and the Museum has accepted the Bid for *Nine Hundred Eighty Nine Thousand Eight Hundred Eighty Eight Pesos and Ninety-Six Centavos (Php 989,888.96)* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

WHEREAS the drafting and preparation of the Contract was conducted on May 20, 2022 .

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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:

- a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;



Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;



c. Performance Security;

d. Notice of Award of Contract and the Bidder's conform thereto; and

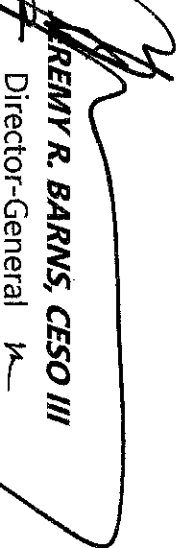
e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *Nine Hundred Eighty Nine Thousand Eight Hundred Eighty Eight Pesos and Ninety-Six Centavos (PHP 989,888.96)* or such other sums as may be ascertained, *401 Development and Construction Corporation* agrees to the *Repair of Typhoon Damaged Casa Rocha* in accordance with his/her/its Bid.

4. The **NATIONAL MUSEUM OF THE PHILIPPINES** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. It is understood that the Contractor is bound to fulfill all the requirements and conditions provided in this contract and as such, the conditions on liquidated damages in accordance with Sec. 68 of the 2016 Revised Implementing Rules and Regulations of R.A. 9184 shall be strictly implemented

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.


JEREMY R. BARNES, CESO III
Director-General

for:

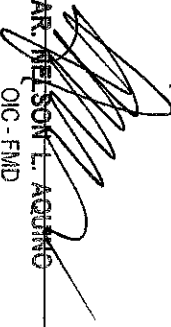

JESSIE I. CERVATOS
Authorized Representative


for:

**NATIONAL MUSEUM OF THE
PHILIPPINES**

**401 DEVELOPMENT AND
CONSTRUCTION CORPORATION**

Signed in the presence of:



ARNELSON L. AQUINO
OIC - FMD


R. LOPEZ JOY C. BRUNDES
ASST. OPERATIONS MANAGER

Certified as to availability of funds:

In the amount of

*Nine Hundred Eighty Nine Thousand Eight Hundred Eighty Eight Pesos and
Ninety-Six Centavos (PHP 989,888.96)*


ALVIN CARL C. FORTES
Accountant IV

ORSH 02-102107-2022-05-00654

Acknowledgment

REPUBLIC OF THE PHILIPPINES)

CAINTA RIZAL

) S.S.

BEFORE ME, Notary Public in **CAINTA RIZAL** Ila personally appeared Director-General JEREMY R. BARNS, with his _____ issued at _____ on _____ and JESSIE I. CERVATOS with his _____ issued at _____ on _____ known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same are their free and act and deed.

This instrument consisting of three (3) pages, including the page on which this Acknowledgment is written, has been signed on the left margin on each and every page thereof by Director-General JEREMY R. BARNS and JESSIE I. CERVATOS and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place first above-written.

NOTARY PUBLIC

Doc. No. 147
Page No. 30
Book No. 10
Series of 2022.

Jibmas
Jibmas

MARCENSO R. ARELLANO
NOTARY PUBLIC
UNIT 108-31, 2022
PTR No. 772881 / I-A-2021
REG. No. 00829 (P.T.M.) - RIZAL ISSUED ON 7-5-1986
MCLE COMPLIANCE NO. JN-0020453/3-18-2019
ATTYS. REG. NO. 34555 UNIT 1 2nd FLR. STA. RITA BLDG.
CORNER No. 59 BUSINESS ST. BRGY. SAN JOSE ANZAPALL CITY.

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