

# Repair and Maintenance of Laboratories & Repositories at NMNH

#### **CONTRACT AGREEMENT**

WHEREAS, the Museum is desirous that the Contractor execute Repair and Maintenance of Laboratories at NMNH hereinafter called "the Works" and the Museum has accepted the Bid for Two Million Six Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Pesos and 99/100 ctvs (Php 2,699,999.99) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

#### 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.
- In consideration for the sum of Two Million Six Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Pesos and 99/100 ctvs (Php 2,699,999.99) or such other sums

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as may be ascertained, FJ CONSTRUCTION & ENTERPRISES agrees to Repair and Maintenance of Laboratories at NMNH 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. BARNS, CESO III

birector-General

for:

NATIONAL MUSEUM OF THE PHILIPPINES

FRAZIER W. IBBA

Authorized representative

for

FJ CONSTRUCTION & ENTERPRISES

Signed in the presence of:

MARVIN M. BELGICA

Juliet S- 11mmA

Certified as to availability of funds:

In the amount of Two Million Six Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Pesos and 99/200 ctvs (Php 2,699,999.99)

CONSUELO M. BERNARDO

Accountant III

ORS#02-101101-2025-07-01891

OIC - Accounting Section

## **Acknowledgment**

REPUBLIC OF	THE PHILIPPINES)	
City of	PASAY	) S.S

BEFORE ME, Notary Public in the City of Manila personally appeared Director-General JEREMY R. BARNS, with his <a href="Philippine Passport No. P5076851B">P5076851B</a> issued at <a href="Manila">Manila</a>, on <a href="March 12">March 12</a>, <a href="March 2020">2020</a>, and <a href="FRAZIER W. IBBA">FRAZIER W. IBBA</a> with his/her <a href="P7339748">P7339748</a>, issued at <a href="ZAMPO">ZAMPO</a>, on <a href="Tylul">T/-Lul">T/-Lul"</a> '2018</a> 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 <u>FRAZIER W. IBBA</u> 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.

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Series of 2025.

ATTY, ELENA MELNA CHICATAREDOUBLIC

Notary Public for Pasay City
NOTARIAL COMMISSION UNTIL 12/31/2026
ROLL NO. 38180 / IBP LIFETIME NO. 06732
PTR NO. 8838065 - 1-2-2025 PASAY CITY
MCLE VII-0024746L5-7-2023

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### **NOTICE TO PROCEED**

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

Merchant

FJ CONSTRUCTION & ENTERPRISES

982 Navarro Court Ext., Sta. Maria,

Authorized Representative

FRAZIER W. IBBA

**Business Address** 

**Zamboanga City** 

Name of Project

Repair and Maintenance of Laboratories &

**Repositories at NMNH** 

**Contract Period** 

180 Calendar Days

Contract Amount

PHP 2,699,999.99

Contract Effectivity

**Upon receipt of this Notice** 

Upon the receipt of this notice, you are responsible for performing the services under the terms and conditions of the agreement in accordance with the implementation schedule.

This Notice to Proceed is issued this \_\_\_\_\_day of

ے 2025 at the City of

the Manila, Philippines

JEREMY BARNS, CESO III

Received by:

**ENCL: NONE** CC: NONE

BACSEC/AGCAOILI/mamp