



Republic of the Philippines
Province of Batangas
Capitol Site, Batangas City

INVITATION TO QUOTE

CONSTRUCTION OF COFFEE PROCESSING CENTER IN BRGY. AGA, NASUGBU, BATANGAS
ID No. PRDP-IR-R04A-BTG-001-000-000-2017
Loan No.: 8421-PH
Estimated Project Cost: PhP918,000.00

March 09, 2021

The Government of the Philippines (GoP) has received a Loan from the World Bank towards the cost of Philippine Rural Development Project and it intends to apply part of the proceeds of this Loan to payments under the contract for **CONSTRUCTION OF COFFEE PROCESSING CENTER IN BRGY. AGA, NASUGBU, BATANGAS.**

1. The Provincial Local Government Unit of Batangas hereinafter referred to as the End-User, now requests interested applicants to submit quotations for the:

Name of Project: CONSTRUCTION OF COFFEE PROCESSING CENTER IN BRGY. AGA, NASUGBU, BATANGAS
Location: Brgy. Aga, Nasugbu, Batangas
EPC: PhP918,000.00
Contract Duration: 65 Calendar Days inclusive of 9 unworkable days

2. The Provincial Government of Batangas will hold a **Pre-Bid Conference** on **March 16, 2021** at **10:00 a.m.** at **2nd Floor BAC Office, Capitol Compound, Batangas City.**
3. Quotations must be delivered at the address below not later than **10:00 a.m. on March 23, 2021.**

2nd Floor BAC Office
Capitol Compound, Batangas City

4. The Bidder must submit its bid "Through Sealed Envelope (hand-carry): PLGU BAC Chairman and Official Address".

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, shall be declared "Late" and shall not be accepted by the Procuring Entity.

5. The procurement procedures shall be conducted in accordance with the provisions of the **World Bank Guidelines** and taking into consideration the related provisions in the Project Loan Agreement and Guidelines in the Procurement under the IBRD loans and IDA credits.
6. The Provincial Government Unit of Batangas reserves the right to accept or reject any quotation and to annul the procurement process or reject all bids at any time prior to contract award, without hereby incurring liability to the affected bidder/s.

ENGR. GILBERT P. GATDULA
Chairman, Bids and Awards Committee
Province of Batangas
Tel. No.: (043) 757-3988



Republic of the Philippines
Province of Batangas
Capitol Site, Batangas City

REQUEST FOR QUOTATION

Shopping for Works

CONSTRUCTION OF COFFEE PROCESSING CENTER IN BRGY. AGA, NASUGBU, BATANGAS
ID No. PRDP-IR-R04A-BTG-001-000-000-2017
Loan No.: 8421-PH
Estimated Project Cost: PhP918,000.00

March 09, 2021

(Name/Company & Address)

Sir/Madame:

The Government of the Philippines (GoP) has received a Loan from the World Bank towards the cost of Philippine Rural Development Project and intends to apply part of the proceeds of the Loan to payments under the Contract for **CONSTRUCTION OF COFFEE PROCESSING CENTER IN BRGY. AGA, NASUGBU, BATANGAS**.

The Estimated Project Cost is **Nine Hundred Eighteen Thousand Pesos (PhP918,000.00)**.

The Provincial Government Unit of Batangas will hold a **Pre-Bid Conference** on **March 16, 2021** at **10:00 a.m. at 2nd Floor BAC Office, Capitol Compound, Batangas City**.

Please quote your lowest price, inclusive of taxes for the above-cited package, based on the attached Specifications/Drawings, and Bill of Quantities (BOQ) and submit your quotation duly signed by you or your authorized representative not later than **March 23, 2021** at **10:00 a.m. at 2nd Floor BAC Office, Capitol Compound, Batangas City** through Sealed Envelope (hand-carry).

The **opening of quotations** will be conducted immediately after the closing date and time, **March 23, 2021** at **10:00 a.m.**

ENGR. GILBERT P. GATDULA
Chairman, Bids and Awards Committee
Province of Batangas
Tel. No.: (043) 757-3988

QUOTATION FORM

(Date)

Sir,

In connection with the above request, I/We submit our quotation indicated in the attached signed Bill of Quantities/Price Schedule based on the required Specifications/Drawings. Total quotation is _____ (amount in words) (**PhP**_____).

We agree to abide by this Bid for the bid validity of _____ () **calendar days** and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.

(Signature/Name of Authorized Personnel/Position/Tel. No./email add/Date)

Enclosures:

1. Specifications/Drawings;
2. Bill of Quantities/Price Schedule; and
3. Contract form

TERMS AND CONDITIONS

**Shopping for the
CONSTRUCTION OF COFFEE PROCESSING CENTER IN BRGY. AGA, NASUGBU, BATANGAS**
ID No. PRDP-IR-R04A-BTG-001-000-000-2017
Loan No.: 8421-PH
Estimated Project Cost: PhP918,000.00

P.R. No.: 112020-0001

I. SUBJECT MATTER OF THE SHOPPING

The subject matter of the Shopping is for the award of **CONSTRUCTION OF COFFEE PROCESSING CENTER IN BRGY. AGA, NASUGBU, BATANGAS**.

II. ESTIMATED PROJECT COST (EPC)

The Estimated Project Cost (EPC) for the **CONSTRUCTION OF COFFEE PROCESSING CENTER IN BRGY. AGA, NASUGBU, BATANGAS** is **Nine Hundred Eighteen Thousand Pesos (PhP918,000.00)**.

III. ELIGIBILITY DOCUMENTS

The prospective bidders shall be required to provide copy of their valid license from **Philippine Contractors Accreditation Board (PCAB)** and **PhilGEPS Certificate of Registration**. The proposal shall be accompanied by the aforementioned document. However, **non-submission of PhilGEPS Certificate of Registration** during the Bid/Quotation opening shall not result to automatic disqualification of proposal. Such document shall be complied during post evaluation as mandatory requirement prior to signing of Contract Agreement.

IV. FINANCIAL DOCUMENTS

Official Request for Quotation form including its supporting detailed computation of costs for each item of work as per Bill of Quantities.

V. QUOTATION

1. Quotation shall be submitted using the attached Quotation Form and must be duly supported by the Bidder's detailed computation of costs for each item of work as enumerated in the Bill of Quantities.
2. Quotation shall be inclusive of taxes such as but not limited to VAT, income tax, local tax and other levies.
3. Quotation shall be valid for **ninety (90) calendar days** from the opening of Quotations.

VI. DETAILED COMPUTATION OF COSTS

1. The supporting Detailed Computation of Costs shall contain the labor, materials, equipment, OCM, profit and tax for the construction, installation, testing, and commissioning of works to be done by the Contractor.
2. The attached Bill of Quantities shall be used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

VII. AWARD OF CONTRACT

The BAC shall recommend to the Head of the Procuring Entity the award of contract to the Bidder with the Lowest Calculated Responsive Quotation (LCRQ) or the Single Calculated Responsive Quotation (SCRQ).

VIII. PERFORMANCE SECURITY

1. The Performance Security shall be in an amount equal to a percentage of the total Contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not Less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Ten percent (10%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it 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.	Thirty percent (30%)

2. The Performance Security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
3. The Performance Security shall remain valid until **twenty-eight (28) days** from the issuance by the Procuring Entity of the **Certificate of Final Acceptance** subject to the following conditions:
 - a) There are no pending claims against the Contractor filed by the Procuring Entity; and
 - b) The Contractor has no pending claims for labor and materials filed against it.

IX. CONTRACT SIGNING

The Procuring Entity shall enter into Contract with the successful Bidder upon posting of the required Performance Security. The following documents shall form part of the Contract:

- a) Contract Agreement;
- b) Filled-up Request for Quotation (RFQ);
- c) Bill of Quantities (BOQ) including the detailed cost computation of items of work;
- d) Terms and Conditions;
- e) Plans & Specifications;
- f) Addenda and/or Supplemental, if any;
- g) Eligibility, Technical and Financial Documents;
- h) Notice of Award (NOA);
- i) Performance Security; and
- j) Construction Safety and Health Program (CSHP) approved by the Department of Labor and Employment.

X. NOTICE TO PROCEED (NTP)

The Procuring Entity shall issue the Notice to Proceed (NTP) to the successful Bidders upon approval of the Contract by the Head of the Procuring Entity. The Contract's effectivity date shall commence within ten (10) calendar days after the receipt of the Notice to Proceed by the Contractor.

XI. PROGRAM OF WORK

The Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order and timing for all activities in the Works and updates which shall show the actual progress achieved on each activity including any changes to the sequence of the activities.

XII. CONTRACTOR'S OBLIGATION

1. The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labor, materials, plant and equipment required for the project. All materials on site shall be deemed property of the Procuring Entity.
2. The **Contractor shall commence execution of the Works within 10 days after the receipt of the Notice to Proceed** and shall carry out the Works in accordance with the Contract. The Contractor shall complete the project per approved Contract time of **65 Calendar Days inclusive of 9 unworkable days**. No Contract time extension shall be allowed for unjustifiable reasons or at Contractor's fault that causes delay. Any delay will be penalized applying the provisions on Liquidated Damages. Contract time extension may be allowed based on the provisions of RA 9184 and to be supported by a written report of the Procuring Entity's Representative and Letter Request of the Contractor and reasons for the purpose of work extension certified by the concerned Component/Unit Head and approved by the Head of the Procuring Entity.
3. The Contractor shall assign an **Engineer/Foreman** to carry out the supervision of the Works and shall provide list of **laborers/workers** to the Procuring Entity's Representative for proper identification and monitoring. The Contractor shall notify the Procuring Entity's Representative of any replacement of key personnel and workers.
4. The Contractor shall be responsible for the safety of all activities on the Site.
5. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
6. The Contractor shall submit to the Procuring Entity's Representatives the **geotagged photos taken before, during and after construction** of each item of work especially the embedded items and standard **materials test applicable to the project** shall be conducted by DPWH or its accredited testing laboratories at the time that the claim for payment is made and the Statement of Work Accomplished (SWA) is executed.

XIII. LIQUIDATED DAMAGES

The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day of delay. The applicable liquidated damages is at least one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this contract the Procuring Entity shall rescind this Contract, without prejudice to the other course of action and remedies open to it.

XIV. ADVANCE PAYMENT

1. The Procuring Entity shall, upon a written request of the contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price and to be recouped every progress billing.
2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an Irrevocable Standby Letter of Credit of equivalent value from a commercial bank, a Bank Guarantee or a Surety Bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.

3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.

XV. PROGRESS PAYMENTS

1. The Contractor may submit a request for payment for work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative. Materials and equipment delivered on the site but not completely and properly installed shall not be included for payment.
2. Progress payment may be paid by the Procuring Entity to the Contractor **monthly** based on the work that has been accomplished as certified by the Procuring Entity's Representative.

XVI. CONTRACTOR'S RISK AND WARRANTY SECURITY

1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work..
2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
3. In case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its property (ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GoP in his favor shall be offset to recover the costs.
4. The Warranty Security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.
5. The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
 - a) Contractor's All Risk Insurance;
 - b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
 - c) Personal injury or death of Contractor's employees; and
 - d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.

XVII. RETENTION MONEY

1. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until the whole value of Works, as determined by the Procuring Entity's Representative, are completed.

2. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.
3. The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Procuring Entity shall be valid for a period of ***One Year from the completion date*** of the project and will answer for the purpose of which the ten percent (10%) retention is intended *i.e.* to cover uncorrected discovered defects and third party liabilities.
4. On completion of the whole Works, the Contractor may substitute retention money with irrevocable standby letter of credit from a commercial bank, bank guarantee or surety bond callable on demand, to be posted in favor of the Procuring Entity which shall be valid for a period of ***One Year from the completion date (duly certified by Procuring Entity)*** of the project.

XVIII. SPECIAL PROVISIONS

LIABILITY OF THE CONTRACTOR

The Contractor shall submit list of employees/workers with information of address, age and designation. They should be provided with Company/Contractor's Identification Card (ID).

1. The Contractor or its duly authorized representative shall enforce and be responsible for the following policy for its personnel/workers within site premises:
 - a) No drinking of liquor;
 - b) No gambling;
 - c) No carrying of firearms/deadly weapons/explosives;
 - d) No loitering/littering;
 - e) Curfew hours from 9:00 pm to 4:00 am. (in the case of overtime works);
 - f) Wearing of IDs.
2. The Contractor shall be held liable and responsible for the misdemeanor/misbehavior of its workers. Similarly, the Contractor shall also be liable and responsible to losses/damages incurred on the properties caused by its workers, after proper investigation by the Procuring Entity and/or the local PNP.
3. The Contractor shall replace all materials found not in accordance to the Plans & Specifications within five (5) calendar days. The Procuring Entity's Representative must record in the logbook delivery of materials not in accordance with specifications.
4. The Contractor must sign a written agreement conforming that it may tap/use electricity and water of the office based on the established average consumption of the City office/office concerned. As such, the Contractor shall shoulder all expenses incurred in the implementation of the project such as water and electricity bills in excess of average monthly consumption of the City office/office concerned to be determined by the Procuring Entity's Representative and the payment of the established excess monthly average consumption shall be paid separately by the Contractor.
5. The Contractor shall allow the inspection of its delivery truck/vehicles including laborers' baggage prior to entry/exit.

OBLIGATIONS OF THE PROCURING ENTITY

1. The Procuring Entity shall assign a Representative who shall inspect all material deliveries as to the set specifications and intended for the Project in the presence of the Contractor or

his authorized representative. The Procuring Entity's Representative may invite a COA representative during the conduct of inspection.

2. The Procuring Entity's Representative shall issue a Notice of Rejection to the Contractor on materials rejected and Notice of Acceptance on materials delivered as replacement. The Notice of Inspection shall indicate the following:
 - a) Item
 - b) Description/Specification
 - c) Quantity
 - d) Unit
 - e) Reason/Cause of rejection
3. The Procuring Entity's Representative shall determine the equipment/utilities that will consume electricity and water.
4. The Contractor shall be paid on the basis of percentage of work completed upon request and submission of the work accomplishment report resulting from the evaluation and assessment of the Procuring Entity's Representative duly certified by the Procuring Entity's representative and approved by the Head of the Procuring Entity.

XIX. FINAL PAYMENT

Final payment of the Contract price shall be made upon submission of the following complete supporting documents:

- a) Affidavit stating full payment of all obligations due for labor, equipment rentals, taxes;
- b) Certificate of Completion to be prepared and signed by the Procuring entity's Representative duly certified by the Procuring Entity's concerned Component/Unit Head and approved by the Head of the Procuring Entity;
- c) Notice of Award (Photocopy);
- d) Notice to Proceed (Photocopy);
- e) Contract Agreement (Photocopy);
- f) Progress Accomplishment Report.

XX. RESERVATION CLAUSE

The Provincial Government Unit of Batangas reserves the right to accept or reject any or all other Quotations, to waive any formalities or defects found therein and to annul the Procurement (Shopping) process and reject all Quotations at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders/sand to accept only such Quotations most advantageous to the government.

ENGR. GILBERT P. GATDULA

Chairman, Bids and Awards Committee
Province of Batangas
Tel. No.: (043) 757-3988

BILL OF QUANTITIES
CONSTRUCTION OF COFFEE PROCESSING CENTER IN BRGY. AGA, NASUGBU, BATANGAS
ID No. PRDP-IR-R04A-BTG-001-000-000-2017
Loan No.: 8421-PH
Estimated Project Cost: PhP 918,000.00

P.R. No.: 112020-0001

No.	Description	QTY	UNIT	UNIT PRICE	TOTAL PRICE
PROCESSING CENTER					
803 (1)a	STRUCTURE EXCAVATION (COMMON SOIL)	19.16	cu.m		
804(4)	GRAVE FILL	6.86	cu.m		
804(1) b	EMBANKMENT FROM BORROW	13.69	cu.m		
902(1)a1	REINFORCING STEEL (DEFORMED) Grade 40	1,268.08	kgs.		
900(1)c1	STRUCTURAL CONCRETE (Class A)	13.6	cu.m.		
1046(2) a2	MASONRY UNITS (150mm CHB Non Load Bearing)	130.16	sq.m		
1000(1)	SOIL POISONING	5.00	lit.		
1005 (1)	RESIDENTIAL CASEMENT	8.64	sq.m.		
1010 (2) a	WOODEN DOORS (Flush Doors)	8.40	sq.m.		
1014 (1) b2	PREPAINTED METAL SHEET	84.66	sq.m.		
1032(1) a	PAINTING WORKS (Masonry)	120.00	sq.m		
1047(8)	STRUCTURAL STEEL (Roof Framing)	1.00	l.s		
1100 (30)	CONDUITS, BOXES & FITTINGS	1.00	l.s		
1101 (42)	WIRES & WIRING DEVICES	1.00	l.s		
1102 (27)	POWER LOAD CENTER, SWITCHGEAR AND PANEL BOARD	1.00	l.s		
1103 (1)	LIGHTNING FIXTURE	13.00	Set		
1202 (24) a1	FIRE EXTINGUISHER, 10lbs (ABC with BRACKET)	2.00	Set		
1208(2)	SMOKE DETECTOR with BASE	2.00	Set		
SPL 1	MISCELLANEOUS SURVEY AND STAKING	1.00	l.s		
SPL 2	HEALTH AND SAFETY	1.00	l.s		
SPL 3	MOBILIZATION/DEMOBILIZATION	1.00	l.s		
SPL 4	PROJECT BILLBOARD/SIGNBOARD	1.00	Ea.		
TOTAL QUOTATION AMOUNT					

Total Quotation Amount in Words:

PLANS & SPECIFICATION

(SEE ATTACHED PLANS & SPECIFICATIONS)

CONSTRUCTION OF COFFEE PROCESSING CENTER IN BRGY. AGA, NASUGBU, BATANGAS

NOTICE OF AWARD

Date: *[insert date]*

To: *[Name and address of Contractor]*

Dear Sir/Madame:

We are happy to notify you that the **CONSTRUCTION OF COFFEE PROCESSING CENTER IN BRGY. AGA, NASUGBU, BATANGAS** of the "Batangas Kapeng Barako Production Processing" is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Quotation (LCRQ) at a Contract Price equivalent to _____ (Php _____).

You are therefore required within ten (10) days 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 as stipulated in the Terms and Conditions of the RFQ. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground for cancellation of this award.

Very truly yours,

HERMILANDO I. MANDANAS
Governor

Conforme:

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Designation: _____

Date: _____

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT AGREEMENT, made this ____ day of _____, 2021, between the PROVINCIAL GOVERNMENT OF BATANGAS, with office address at the Provincial Capitol, Batangas City, Batangas, represented herein by **HERMILANDO I. MANDANAS**, Provincial Governor, hereinafter referred to as the "ENTITY"

and

_____ with office address at _____, represented herein by _____, (position), hereinafter referred to as the "CONTRACTOR".

WHEREAS, the Entity is desirous that the CONTRACTOR execute the works under the **CONSTRUCTION OF COFFEE PROCESSING CENTER IN BRGY. AGA, NASUGBU, BATANGAS** of the "Batangas Kapeng Barako Production Processing", hereinafter referred to as the "WORKS," and the ENTITY has accepted the Quotation of the CONTRACTOR, for the execution and completion of the WORKS for the total Contract Price of _____ (Php_____).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Terms and Conditions 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) Filled-up Request for Quotation (RFQ);
 - (b) Bill of Quantities (BOQ) including the detailed computation of costs per item of work;
 - (c) Terms and Conditions;
 - (d) Plans and Specifications;
 - (e) Addenda and/or Supplemental, if any;
 - (f) Eligibility, Technical and Financial Documents;
 - (g) Notice of Award;
 - (h) Performance Security; and
 - (i) Construction Safety and Health program approved by the Department of Labor and Employment.
3. In consideration of the payments to be made by the ENTITY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the ENTITY to execute and complete the WORKS and remedy any defects therein in conformity with the provisions of this Contract Agreement in all respect.
4. The ENTITY 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 Agreement at the times and in the manner prescribed by this Contract Agreement.
5. The Duration of the WORKS is **65 Calendar Days inclusive of 9 unworkable days.**

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

PROVINCIAL GOVERNMENT OF BATANGAS
Provincial Capitol, Batangas City, Batangas

Represented by:

Represented by:

Provincial Governor

WITNESSES:

=====

ACKNOWLEDGEMENT

Republic of the Philippines]
City of _____] s.s

BEFORE ME, this _____ date of _____ at _____, personally
appeared the following:

Name	Competent Evidence of Identity
_____	TIN: _____
_____	TIN: _____

Known to me and to me known to be the same persons who executed the foregoing
CONTRACT AGREEMENT consisting of _____ (____) pages including this page, and who
acknowledged to me that the same is their free and voluntary act and deed.

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

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

(With Bank's Letter Head)

Bank Guarantee for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen:

In accordance with the provisions of the Terms and Conditions Clause XV.2 of the above-mentioned Contract, *[name and address of contractor]* (hereinafter called "the contractor") shall deposit with *[name of PROCURING ENTITY]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*¹

We, the *[Bank or Financial Institution]*, as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of PROCURING ENTITY]* on his first demand without whatsoever right of objection on our part and without his first claim to the contractor, in the amount not exceeding *[amount of Guarantee] [amount in words]*²

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between *[name of PROCURING ENTITY]* and the contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of PROCURING ENTITY]* receives full repayment of the same amount from the contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

¹ An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in the specified currency of the Advance Payment as specified in the Contract.

² An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in the specified currency of the Advance Payment as specified in the Contract.