

Farm Operators of Marinduque Multi-Purpose Cooperative (FOMMCO)
Building No. 6, Public Market, Barangay Manlibunan, Sta. Cruz, Marinduque
fommco01@gmail.com

REQUEST FOR QUOTATION
Shopping - Works

**Construction of FOMMCO Swine Meat Processing Facility
and Finished Goods Storage Building**

(Marinduque Swine Meat Processing)

PRDP-IR-R04B-MAR-006-000-000-2021

Date: **June 02, 2022**

To : _____

Address : _____

We have received a grant from Philippine Rural Development Project (PRDP) from a Loan from the World Bank. The **Farm Operators of Marinduque Multi-Purpose Cooperative (FOMMCO) Procurement Team** invites you to submit a quotation to construct and complete, on behalf of the community and according to the conditions of this Invitation, the whole of the work items for said project broken down as follows:

Name of I-REAP Subproject: Marinduque Swine Meat Processing			
Name of Contract: Construction of FOMMCO Swine Meat Processing Facility and Finished Goods Storage Building			
Location: Brgy. Angas, Sta. Cruz, Marinduque Contract Duration: 180 Calendar Days (Inclusive of 22 Unworkable Days, Sundays and Holidays)			
Item No.	Scope of Work	Quantity	Unit
<i>I. Construction of Meat Processing Center Building</i>			
Spl I	Construction of Field Office for the Engineer	1.00	lot
Spl II	Mobilization / Demobilization	1.00	lot
Spl III	Project Billboard	2.00	each
Spl IV	Construction Safety and Health Program	1.00	lot
Spl V	Stainless Steel Food Preparation Table	6.00	each
800(1)	Clearing and Grubbing	1,000.00	sq.m.
803(1)a	Structure Excavation (Common Soil)	135.00	cu.m.
900(1)a	Structural Concrete (Footings, Columns, Beams and Slab)	60.81	cu.m.

900(1)b	Structural Concrete (Concrete Pavement)	82.50	cu.m.
902(1)	Reinforcing Steel, Grade 40	6,562.20	kgs.
903(2)	Formworks and Falseworks	120.00	sq.m.
1000(1)	Soil Poisoning	226.29	sq.m.
1001(8)	Sewer Line Works	1.00	lot
1001(13)	Septic Tank	2.00	each
1002(4)	Plumbing Fixtures	1.00	lot
1002(24)	Cold Water Lines	1.00	lot
1003(1)	6mm Marine Plywood on Metal Frame Ceiling	235.00	sq.m.
1,006	Steel Louver Door	1.68	sq.m.
1,008	Aluminum Glass Window (Awning)	13.16	sq.m.
1010(2)a	Hollow Core Flush Door	23.52	sq.m.
1011(1)	Steel Roll-Up Door	1.00	set
1,014	Prepainted Metal Sheets (Rib Type)	265.47	sq.m.
1,018	Unglazed Tiles	7.00	sq.m.
1021(1)a	Plain Cement Floor Finish	160.00	sq.m.
1027(1)	Cement Plaster Finish	427.60	sq.m.
1032(1)a	Painting Works (Masonry Painting)	404.00	sq.m.
1032(1)b	Painting Works (Wood Painting)	235.00	sq.m.
1038(1)	Reflective Insulation	160.00	sq.m.
1,046	125mm CHB Non Load Bearing (including Reinforcing Steel)	427.60	sq.m.
1047(1)	Structural Steel Roof Framing	1.00	lot
1100(10)	Conduit, Boxes and Fittings (Conduit Works/Conduit Rough-In)	1.00	lot
1101(33)	Wires and Wiring Devices	1.00	lot
1102(1)	Panelboard with Main & Branches Breakers	1.00	lot
1103(1)	Lighting Fixtures and Lamps	1.00	lot
1201(1)	Water Pumping System	1.00	lot
II. Construction of Finished Goods Storage			
803(1)a	Structure Excavation (Common Soil)	60.75	cu.m.
900(1)a	Structural Concrete (Footings, Columns, Beams and Slab)	25.85	cu.m.
900(1)b	Structural Concrete (Concrete Pavement)	5.32	cu.m.
902(1)	Reinforcing Steel, Grade 40	2,703.16	kgs.
903(2)	Formworks and Falseworks	115.20	sq.m.
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1001(13)	Septic Tank	1.00	each
1003(1)	6mm Marine Plywood on Metal Frame Ceiling	64.37	sq.m.
1,008	Aluminum Glass Window (Awning)	1.92	sq.m.
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1103(1)	Lighting Fixtures and Lamps	1.00	lot

Kindly read the attached **Terms and Conditions** which include the necessary **drawings and specifications**. Your quotation should be submitted addressed to the Chairman of Bids and Awards Committee/Procurement Team to the **PG official business address or email address** mentioned above.

Your quotation shall be valid for a period of **Ninety (90) calendar days** from the date of submission of the quotation. The price quoted must include taxes and other incidental expenses. It is understood that the contractor shall complete all works enumerated at the total quoted price. Likewise, the contractor agrees to utilize local labor in case the contract is awarded to the firm.

Your quotation should be received by **Farm Operators of Marinduque Multi-Purpose Cooperative (FOMMCO)-Procurement Team** on or before **June 08, 2022 @ 10:00AM**. The quotation shall be opened in public in your or your representative's presence if you choose to attend on **June 08, 2022 @ 10:00AM** at the given address above.

Please attached your registration certificate and eligibility documents together with your quotation.

Very truly yours,

REYNALDO R. REAL

Chairman

PG Procurement Team

Farm Operators of Marinduque Multi-Purpose Cooperative (FOMMCO)

Shopping –Works

Construction of FOMMCO Swine Meat Processing Facility and Finished Goods Storage Building

(Marinduque Swine Meat Processing)

PRDP-IR-R04B-MAR-006-000-000-2021

Php8,128,000.00

TERMS AND CONDITIONS

I. SUBJECT MATTER OF THE SHOPPING

The subject matter of the Shopping is for the award of **Construction of FOMMCO Swine Meat Processing Facility and Finished Goods Storage Building** of the “**Marinduque Swine Meat Processing**”.

II. ESTIMATED PROJECT COST (EPC)

The Estimated Project Cost (EPC) for the **Construction of FOMMCO Swine Meat Processing Facility and Finished Goods Storage Building** of the **Marinduque Swine Meat Processing** is **Eight Million One Hundred Twenty-Eight Thousand Pesos (Php8,128,000.00)**.

III. ELIGIBLE CONTRACTORS

All contractors with legal personality and capacity to undertake the contract are allowed to participate in the procurement. All contractors are required to submit their **valid license** issued by the **Philippine Contractors Accreditation Board (PCAB)**.

All contractors are subject to verification procedures to ensure that contractors have not been blacklisted in any of the Philippine Rural Development Project (PRDP).

IV. QUOTATION

1. The quotation shall be submitted using the **attached Quotation Form** as enumerated in the Bill of Quantities.
2. The quotation shall be inclusive of taxes such as but not limited to VAT, income tax, local tax and other levies.
3. The quotation shall be valid for **ninety (90) calendar days** from the opening of Quotations, and
4. The contractor shall submit only one quotation.

5. 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.

V. AWARD OF CONTRACT

The **BAC/PROCUREMENT TEAM** shall recommend to the Chairman/President of the PG the award of contract on the lowest evaluated cost of the Bidder determined as the Lowest Calculated Responsive Bidder (LCRB).

VI. 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) 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.	Ten percent (10%)
(b) 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 PG 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 PG of the Certificate of Final Acceptance subject to the following conditions:
 - a) There are no pending claims against the Contractor filed by the PG; and
 - b) The Contractor has no pending claims for labor and materials filed against it.

VII. CONTRACT SIGNING

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

1. Contract Agreement;

2. Filled-up Request for Quotation (RFQ);
3. Bill of Quantities (BOQ) including the detailed cost computation of items of work;
4. Terms and Conditions;
5. Plans & Specifications;
6. Eligibility, Technical and Financial Documents;
7. Notice of Award (NOA);
8. Performance Security; and
9. Construction Safety and Health Program (CSHP)

VIII. NOTICE TO PROCEED (NTP)

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

IX. PROGRAM OF WORK

The Contractor shall submit to the PG'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.

X. 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 the 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 **180 calendar days (inclusive of 22 unworkable Days, Sundays and Holidays)**. 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 a 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 permit the Funding Source, PRDP representatives, to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source if so required by the Funding Source.
7. Upon instruction by the Procurement Entity, the contractor will arrange and shall shoulder the cost for the materials and field testing.
The materials and field test shall be conducted by DPWH or its accredited testing laboratories.

For field density test (FDT), it shall be carried out through the following options:

- a) By DPWH or its accredited testing laboratories as default;
- b) By independent accredited Materials Engineer located within the province;
- c) By an accredited Materials Engineer of the Provincial Government; and
- d) By colleges and universities with testing laboratories.

The conditions to affect the other options (2, 3 & 4) mentioned above are described below. Whoever conducts the test must prepare and attest to the veracity of the test report. The contracting parties are the signatory witnesses in the conduct of the FDTs. The FDTs shall be closely witnessed by the contractor, and PPMIU, and Regional Project Coordination Office (RPCO) or Project Support Office (PSO).

Options 2, 3, and 4 may be availed of by the contracting parties in the conduct of FDTs if DPWH facilities will not be available on a timely basis.

- I. The options to be adopted by the contracting parties must be communicated properly to the DPWH regional office where the LGU is covered. The response of the DPWH would trigger the application of the three options. The concurrence of the Project will be based on the evidence of impending or actual delays in the conduct of FDTs through Option 1;
- II. The engagement of accredited Materials Engineers for Options 2 and 3 will follow the limits of authority for ME1 and ME 2 by the Bureau of Research and Standards (BRS) of the Department of Public Works and Highways. The nomination of which will come from the LGU and to be concurred by the Regional Project Coordination Office. However, the test apparatuses to be utilized by the accredited Materials Engineer may either come from the LGU or the contractor. The test apparatuses shall be re-calibrated and tested in the presence of the RPCO or PSO engineers prior to actual use;

The selection of colleges and universities to conduct the FDT must be supported with proof that indeed the laboratory technicians have conducted the same test within the last three years. Records of FDT reports taken from similar projects filed by the laboratory administrator will suffice as proof of capacity to engage the said college or university.

8. The Contractor shall submit to the PG'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.

XI. 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.

XII. ADVANCE PAYMENT

1. The PG 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 PG of an Irrevocable Standby Letter of Credit of equivalent value from a commercial bank, a Bank Guarantee or a Surety Bond callable on 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.

XIII. PROGRESS PAYMENTS

1. The Contractor may submit a request for payment for work accomplished. Such a 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.

XIV. 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.

XV. 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 an 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 PG)*** of the project.

XVI. SPECIAL PROVISIONS

LIABILITY OF THE CONTRACTOR

The Contractor shall submit a list of employees/workers with information of address, age and designation. They should be provided with a 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 for 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 with 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 confirming 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 PG

1. The PG 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 the inspection.
2. The PG's Representative shall issue a Notice of Rejection to the Contractor on materials rejected and a Notice of Acceptance on materials delivered as a 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 PG'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.

5. The Procuring Entity's personnel shall at all reasonable times during the construction of the Work be entitled to examine, inspect, measure, and test the materials and workmanship, and to check the progress of the construction

XVII. 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.

XVIII. RESERVATION CLAUSE

The PG 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 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 for the project.

Shopping -Works

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and Finished Goods Storage Building
(Marinduque Swine Meat Processing)
PRDP-IR-R04B-MAR-006-000-000-2021
(Php8,128,000.00)**

BILL OF QUANTITIES

Name of I-REAP Subproject: Marinduque Swine Meat Processing					
Location: Brgy. Angas, Sta. Cruz, Marinduque					
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TOTAL PROJECT COST				PhP	

Amount in Words:

Signature of Contractor's Authorized Representative: _____

Name of Authorized Representative: _____

Designation: _____

Date: _____

Bid Form

Date: _____

Subproject ID No.: **PRDP-IR-R04B-MAR-006-000-000-2021**

To: Farm Operators of Marinduque Multi-Purpose Cooperative (FOMMCO)
Address: Building No. 6, Public Market, Barangay Manlibunan, Sta. Cruz, Marinduque

We offer to execute the **Construction of Marinduque Swine Meat Processing Facility and Finished Goods Storage Building** in accordance to the Terms and Conditions accompanying this Bid for the contract price of _____ (*amount in words* (P_____)) (*amount in figures*) in Philippine pesos. We will complete the contract within the period specified in the Terms and Conditions.

Furthermore, the undersigned declare that:

1. We have examined and have no reservation to the Bidding Documents, including Addenda, for this Contract;
2. Our Bid shall be valid for a period of *Ninety (90)* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
3. If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ [*insert percentage amount*] percent of the Contract Price for the due performance of the Contract;
4. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
5. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
6. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and sign and execute the ensuing contract for the **Construction of Marinduque Swine Meat Processing Facility and Finished Goods Storage Building for Marinduque Swine Meat Processing of the Farm Operators of Marinduque Multi-Purpose Cooperative (FOMMCO)**.
7. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____
Duly authorized to sign the Bid for and on behalf of: _____
Date: _____

Shopping -Works

**Construction of FOMMCO Swine Meat Processing Facility
and Finished Goods Storage Building**

(Marinduque Swine Meat Processing)

PRDP-IR-R04B-MAR-006-000-000-2021

Php8,128,000.00

PLANS & SPECIFICATIONS

(SEE ATTACHED PLANS & SPECIFICATIONS)

***Note:** Plans may be viewed and/or downloaded using the following link:*

<https://drive.google.com/drive/folders/16w-OsfZEedl4xZJ4g7VsXaUobNjc1qT6>

Shopping – Works

**Construction of FOMMCO Swine Meat Processing Facility
and Finished Goods Storage Building**

(Marinduque Swine Meat Processing)

PRDP-IR-R04B-MAR-006-000-000-2021

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 FOMMCO Swine Meat Processing Facility and Finished Goods Storage Building** for **Marinduque Swine Meat Processing** is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid/Quotation (LCRB/Q) 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,

PG Chairman/President/Authorized Representative

Conforme:

Signature of Contractor's Authorized Representative:

Name of Authorized Representative: _____

Designation: _____

Date: _____

Shopping - Works

**Construction of FOMMCO Swine Meat Processing Facility
and Finished Goods Storage Building
(Marinduque Swine Meat Processing)
PRDP-IR-R04B-MAR-006-000-000-2021**

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT AGREEMENT, made this ____ day of _____, 2022, between the **Farm Operators of Marinduque Multi-Purpose Cooperative (FOMMCO)**, with office address at the **Building No. 6, Public Market, Santa Cruz, Marinduque** represented herein by **Nelson C. Peñaflor**, 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 FOMMCO Swine Meat Processing Facility and Finished Goods Storage Building** for **Marinduque Swine Meat 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) Accomplished 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) Eligibility, Technical and Financial Documents;
 - (f) Notice of Award;

- (g) Performance Security; and
- (h) Construction Safety and Health Program (CSHP)

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 _____ calendar days.

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

Represented by: (Name & Signature)

Represented by: (Name & Signature)

PG Name:

Contractor's Name:

WITNESSES:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Province of _____)
Municipality of _____) S.S.

NAME	Government issued Identification Card No.	Date/Place of Issuance
_____	_____	_____
_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing CONTRACT AGREEMENT consisting of Three (3) 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: **Farm Operators of Marinduque Multi-Purpose Cooperative (FOMMCO),**
Building No. 6, Public Market, Santa Cruz, Marinduque

**Construction of FOMMCO Swine Meat Processing Facility and Finished
Goods Storage Building**

Gentlemen:

In accordance with the provisions of the **Terms and Conditions** on the advance payment of the above-mentioned Contract, *[name and address of contractor]* (hereinafter called "the contractor") shall deposit with *[name of PG]* 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]*.

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 PG]* 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]*

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 PG]* 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 PG]* receives full repayment of the same amount from the contractor.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

