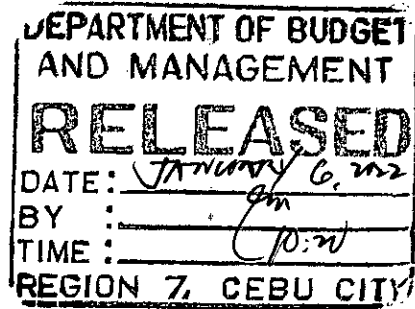




REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGION VII
SUDLON. LAHUG. CEBU CITY



Notice of Award

January 2, 2022

MARILOU P. VISITACION

Corporate Secretary
Marljavis Construction, Inc.
Room 309 Geson Building, D. Jakosalem Street
Cebu City, Philippines

Dear **Ms. Visitacion**:

We are happy to notify you that your Bid received by this office on November 24, 2021 for execution of the **Renovation of Office Space at the 2nd Floor of DBM ROVII Building**, for the Contract Price of equivalent to PESOS: NINE HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE PESOS AND 80/100 (Php 934,999.80), in accordance with the Instructions to Bidders is hereby accepted.

You are hereby required to provide within ten (10) days the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Truly yours,

Digitally signed
by Sanchez
Ricky Lee

RICKY L. SANCHEZ

Director IV

Conforme:



MARLOLANO RODEL GESON BUILDING
Marljavis Construction, Inc.
Date: 01/02/22

CONTRACT AGREEMENT

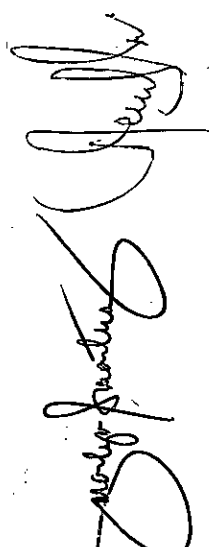
THIS AGREEMENT, made this 24 day JAN 24 2022, 2022 between the **DEPARTMENT OF BUDGET AND MANAGEMENT REGIONAL OFFICE NO. VII**, a Government entity organized and existing under the laws of the Philippines, with principal place of business at **Sudlon, Lahug, Cebu City**, represented in this Contract by **LENIN S. BERNALES, OIC-Director IV**, hereinafter called the "Entity" of the one part and **MARLJAVIS CONSTRUCTION INC.** with principal place of business at **Room 309, A. Geson Building, D. Jakosalem Street, Cebu City, Philippines**, represented by **JAIME G. VISITACION, JR., President and General Manager**, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Entity is desirous that the Contractor execute PUBLIC BIDDING NO.: **DBMRO7-2021-16 – RENOVATION OF OFFICE SPACE AT THE 2ND FLOOR OF DBM ROVII BUILDING**, hereinafter called "the Works" and the Entity has accepted the Bid in the sum of PESOS: **NINE HUNDRED THIRTY FOUR THOUSAND NINE HUNDRED NINETY NINE PESOS AND 80/100 (Php 934,999.80) ONLY** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

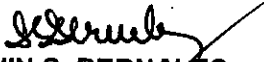
- 
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed 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; and,
 - v. Supplemental or Bid Bulletins, if any;
- 

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;

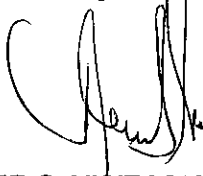
- c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and,
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed 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 THIRTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE PESOS AND 80/100 (Php 934,999.80) ONLY** or such other sums as may be ascertained, **MARLJAVIS CONSTRUCTION, INC.** agrees to execute and complete the Works and remedy any defects therein in accordance with his/her/its Bid.
4. The **DEPARTMENT OF BUDGET AND MANAGEMENT REGIONAL OFFICE NO. VII** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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


LENIN S. BERNALES
OIC-Director IV

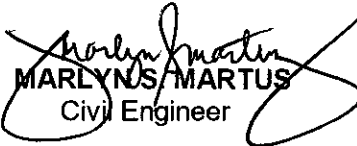
for:
Department of Budget and Management
Regional Office VII


JAIME G. VISITACION JR.
President and General Manager

for:
Marljavis Construction Inc.

SIGNED IN THE PRESENCE OF:


MARICOR U. BAQUIAL
OIC-Director III


MARLYN S. MARTUS
Civil Engineer

CERTIFIED FUNDS AVAILABLE:


JANINA I. MAMALO
Accountant III / OIC- Chief Administrative Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CEBU) S.S.

BEFORE ME, a Notary Public for and in the City of Cebu, Philippines, this
day of JAN 24 2022 2022 personally appeared:

NAME IDENTIFICATION NUMBER
LENIN S. BERNALES DDM JD No. 1900
JAIME G. VISITACION JR. PRC ID NO. 12565

all known to me to be the same persons who executed the foregoing Contract Agreement and acknowledged that the same is executed with their own free and voluntary act and deed in the capabilities in which they appear.

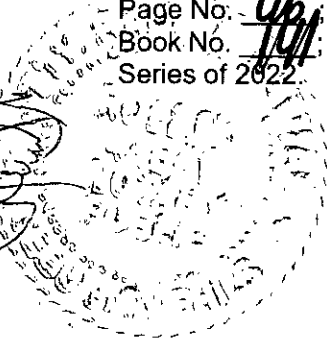


This instrument refers to the Contract Agreement consisting of eight (8) pages including this page on which the acknowledgement is written, all of which have been signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I hereto set my hand and affix my Notarial Seal on the date and at the place indicated.

Vertical handwritten text on the left margin, possibly a signature or name.

Doc. No. 101
Page No. 46
Book No. 101
Series of 2022



Handwritten signature of Atty. Raul L. Patual
ATTY. RAUL L. PATUAL
NOTARY PUBLIC CEBU CITY
UNTIL DEC. 31, 2022
PTR NO. 3513529-1/3/22
ROLL NO. 43641
NOTARIAL COMMISSION 0121
LIFETIME NO. 07936
OFF D. JAKO SALEM ST., CEBU CITY
BAYANIHAN BLDG. PROV. OF CEBU
MCLE COMPLIANCE NO. V1005073

SUMMARY OF WORK

1.0 DESCRIPTION OF THE PROJECT

Complete all works for the **RENOVATION OF OFFICE SPACE AT THE 2nd FLOOR OF DBM ROVII BUILDING**, including supply of all materials, equipment, and systems, as well as performance of all necessary labor and processes, in accordance with the plans, specifications, the Philippine Bidding Documents and other related contract documents. Completion of work is **90 Calendar Days from receipt of the Notice to Proceed (NTP)**.

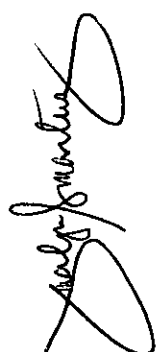
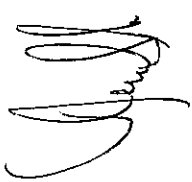
All works to be done shall be in the highest quality of workmanship to the fullest intent and meaning of the plans and specifications unless otherwise specified.

2.0 PERMITS, LICENSES AND TAXES

- A. Secure and pay all permits, fees, licenses, taxes, etc. necessary for the execution of the general construction works.
- B. Prepare a monthly progress report which shall include an overall progress chart based on actual physical accomplishment of construction work and a progress chart based on actual value of accomplished construction work, among others.

3.0 MOBILIZATION & TEMPORARY FACILITIES

- A. Mobilization of all necessary personnel, labor, tools, facilities, and equipment to commence work on the project.
- B. Construction, proper maintenance, and ordering of Temporary Facilities like storage structures such as warehouses or bodega, materials storage yard, worker housing, proper sanitation facilities, health and safety facilities, among others.
- C. Secure all existing equipment, materials, structures, and facilities for re-use with proper inventory. Provision of security and safety measures for the protection of the general public during construction work.
- D. Take all necessary measures to protect all existing facilities, site development, and equipment from damage, loss and dirt. Contractor is responsible for the restoration of all existing equipment, materials, structures, and facilities damaged or otherwise affected during construction work.
- E. The *Marjavis Construction, Inc.* shall assume responsibility for losses or damages that may occur to the property or properties of the *DBM ROVII* during the renovation period, provided it has been fully established after due investigation conducted by *DBM ROVII* and *Marjavis Construction, Inc.* that the said losses or damages were the result of the act, omission, negligence or fault of the *Marjavis Construction, Inc.*'s personnel on-site. However, the *Marjavis Construction, Inc.* shall not be held responsible where such losses or damages were due to force majeure or fortuitous event.



The *DBM ROVII* shall immediately, or as soon thereafter, notify *Marljavis Construction, Inc.* in writing of any loss or damage, furnishing the latter a complete inventory of such loss or damage to be accompanied by supporting papers/documents to establish the fact of loss or damage as well as the value of the things lost or extent of damage done.

4.0 DEMOBILIZATION AND CLEANING

- A. Demobilize, dismantle and remove all temporary facilities, including all workmen's houses, construction equipment, tools, personnel and debris out of the project site and premises.
- B. Cleaning of the building and site to a spic and span state, ready for use.
- C. *Marljavis Construction, Inc.*'s personnel are prohibited to stay overnight at the *DBM ROVII*'s building unless authorized. The *Marljavis Construction, Inc.* shall agree to subject its personnel assigned to the project site to security check by authorized security personnel when coming in and leaving the premises.

5.0 SCOPE OF WORK

A. Preliminaries/General Requirements

- Mobilization and Demobilization
- Construction of temporary facilities and installation of board-ups and billboards including removal thereof after the completion of the project.
- Provision for bonds and insurances
- Preparation of building plan and as-built plans
- Safety requirements

B. Site Preparation

- Removal of drywall, ceiling, doors, windows & lighting fixtures

C. Ceiling, Drywall and Countertop Installation

- Labor and materials for the installation of the ceiling, drywall (FAD area and Records Extension), and countertop

D. Installation of Doors and Windows

- Labor and Materials for the installation of glass doors and hollow core doors
- Labor and Materials for the installation of clear glass windows

E. Painting Works

- Supply of materials for the painting works of the ceiling and drywall.

Application: All application and use method shall follow strictly the manufacturer's instructions and specifications.

Surface Treatment: All surfaces shall be thoroughly cleaned, applied with putty, smoothed with sand paper and rubbed to polish.

F. Electrical Works

- Supply and Installation of materials for the electrical roughing-ins, and wires and cables
- Supply and Installation of lighting fixtures and devices

6.0 ADDITIONS AND REPAIRS

Demolitions and repairs due to *Marljavis Construction, Inc.*'s fault shall be done by the *Marljavis Construction, Inc.* without extra compensation from the DBM ROVII.

7.0 ACCEPTANCE OF WORKS

- A. As soon as the project is satisfactorily inspected and it conforms to the plans and specifications, the *Marljavis Construction, Inc.* shall submit to *DBM ROVII* a written notice that said project is completed and is subject to the latter's approval.
- B. Within seven (7) days after receipt of notice, authorized representatives of the *DBM ROVII* shall execute notice of approval of the said completed project.
- C. Upon inspection of an affidavit that the *DBM ROVII* has approved the completion of the project and acceptance thereof, the work is automatically terminated.

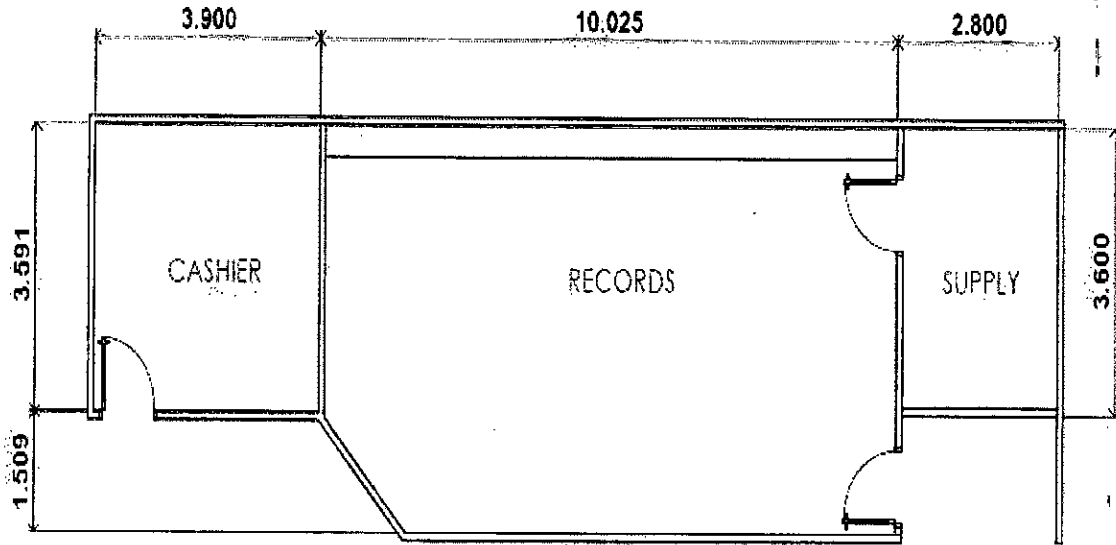
8.0 OTHERS

- A. The *Marljavis Construction, Inc.* must have a Project Engineer who will supervise the project onsite. The *Marljavis Construction, Inc.* shall inform *DBM ROVII* in case of replacement/changes of personnel assigned at the project site. The replacement must have relevant qualifications and abilities equal to or better than the replaced personnel as evidenced by his/her training certification to be submitted to *DBM ROVII*.
- B. Organization Set-up: The *Marljavis Construction, Inc.* should have a physical office in Cebu Province with good office set-up, personnel, and office tools and equipment and working phone number for easy contact.
- C. Liquidity of the *Marljavis Construction, Inc.*: Current Asset minus Current Liabilities based on Balance Sheet as of December 31, 2020 matches at least 25% of the ABC.

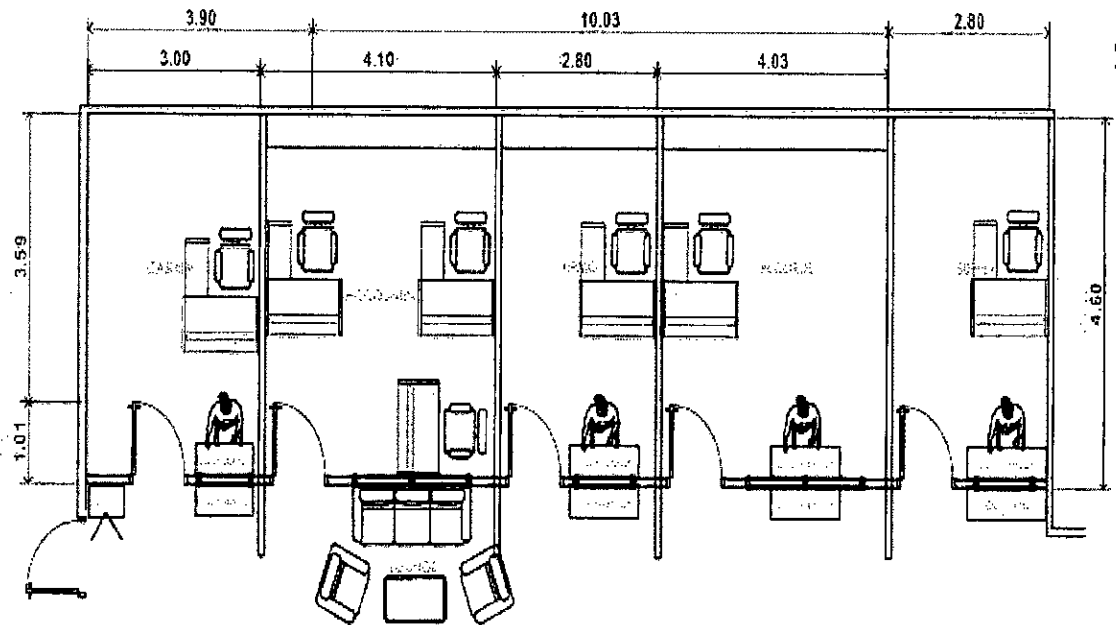
ANNEX B

DRAWINGS

Existing Floor Plan



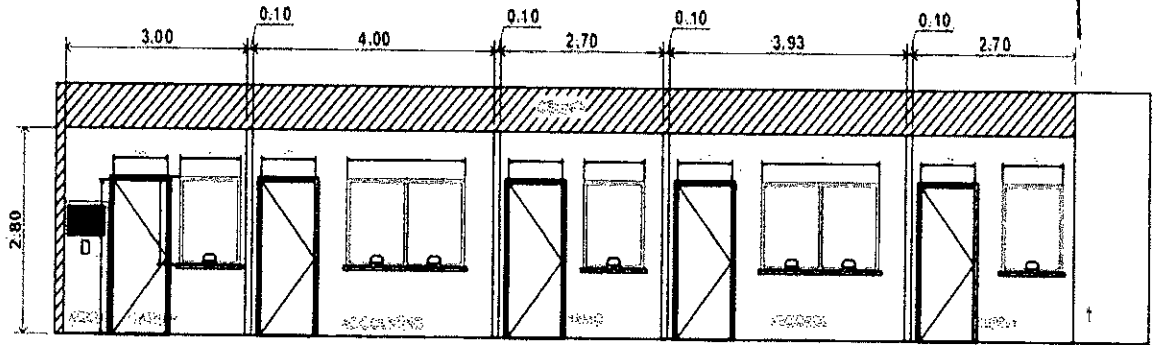
Proposed Floor Plan



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Front Elevation



FAD AREA
FRONT ELEVATION



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SUPPLY - only



DEPARTMENT OF BUDGET AND MANAGEMENT
RELEASED
DATE: JANUARY 25, 2022
BY: [Signature]
REGION 7, CEBU CITY

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGION VII
SUDLON, LAHUG, CEBU CITY
Tel. No 236-2875

NOTICE TO PROCEED

January 24, 2022

JAIME G. VISITACION JR
President and General Manager
Marljavis Construction, Inc.
Room 309 Geson Building, D. Jakosalem Street
Cebu City, Philippines

Dear **Mr. Visitacion**:

The attached Contract Agreement having been approved, notice is hereby given to **Marljavis Construction Inc.** that work may commence on the **Renovation of Office Space at the 2nd Floor of DBM ROVII Building**, effective **February 2, 2022.**

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Contract Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Please keep one copy and return the other to the **Department of Budget and Management, Regional Office No. VII.** Thank you.

Truly yours,


Digitally signed by Bernales Lenin Sotto

LENIN S. BERNALES
OIC-Director IV



I acknowledge receipt of this Notice on 1/25/22

Name of the Representative of the Bidder: Adeline Baroman

Authorized Signature: 