



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: _____ 2018

RONALD C. ROQUE
President/Authorized Representative
RITVIT CONSTRUCTION AND
DEVELOPMENT CORPORATION
2/F URCI Building, Real Street
Pamplone Tres, Las Piñas City

Attention: MR. IAN GERALD V. ROQUE
Authorized Representative

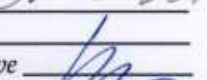
Dear Mr. **ROQUE**:

Notice is hereby given to **RITVIT CONSTRUCTION AND DEVELOPMENT CORPORATION** for the commencement of the Leasehold Improvement of the National Privacy Commission Offices at the Philippine International Convention Center (PICC) in accordance with the terms and conditions of the attached Leasehold Improvement Services Agreement.

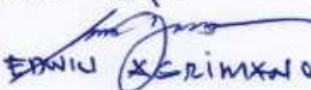
Kindly acknowledge receipt and acceptance of this notice by signing of both copies in the space provided below. Keep one (1) copy and return the other to the NPC within three (3) days upon receipt of this notice.

Very truly yours,


KAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and Chairman

I acknowledge receipt of this notice on 02-20-2018
Name of the authorized representative _____
Signature of the authorized representative 

Ang Kiukok Hall (East Banquet Hall), PICC Delegation Building, PICC Complex,
Roxas Boulevard, Manila 1307.

RECEIVED BY:

EDWIN KERIMANO



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

Date: DEC 28 2017

MR. RONALD C. ROQUE
President/Authorized Representative
RITVIT CONSTRUCTION AND
DEVELOPMENT CORPORATION
2/F URCI Building, Real Street
Pamplone Tres, Las Piñas City

Dear Mr. **ROQUE**:


Upon the recommendation of the National Privacy Commission-Bids and Awards Committee (NPC-BAC), the contract for the **Leasehold Improvement of the National Privacy Commission (NPC) Offices at the Philippine International Convention Center (PICC)** in the total amount of **EIGHTEEN MILLION SEVEN HUNDRED SEVENTY SEVEN THOUSAND SEVEN PESOS and 1/100 (Php18,777,007.01)**, inclusive of all government taxes and charges, other incidental and administrative costs, is awarded to **RITVIT CONSTRUCTION AND DEVELOPMENT CORPORATION** consistent with Republic Act No. 9184 (RA 9184) and its 2016 Revised Implementing Rules and Regulations (IRR).

You are hereby advised to post and/or furnish the required Performance Security and enter into contract with the NPC within ten (10) calendar days from receipt of this Notice.

Very truly yours,


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and Chairman

Conforme:


MR. RONALD C. ROQUE
President/Authorized Representative
RITVIT CONSTRUCTION AND
DEVELOPMENT CORPORATION

Date: 24 DEC 2017

IMPROVEMENT WORKS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered this FEB 20 2018, **CITY OF PASAY**
City, by and between,

NATIONAL PRIVACY COMMISSION, a national government agency created under Republic Act No. 10173 (Data Privacy Act of 2012), with temporary office address at 3/F Core G, GSIS Headquarters Building, Financial Center, Pasay City, Metro Manila, herein represented by its Privacy Commissioner and Chairman, **RAYMUND ENRIQUEZ LIBORO**, hereinafter referred to as the "NPC";

- and -

RITVIT CONSTRUCTION AND DEVELOPMENT CORPORATION, a corporation duly organized and existing under the laws of the Philippines, with principal address at 2/F URCI Building, Real Street, Pamplona, Las Piñas City, herein represented by its President, **RONALD C. ROQUE**, hereinafter referred to as the **CONTRACTOR**.



NPC and **CONTRACTOR** shall hereinafter be referred to collectively as the "Parties".

WITNESSETH: That:



WHEREAS, the NPC published an Invitation to Bid on 22 November 2017 for **The Leasehold Improvement of the NPC Offices at the Philippine International Convention Center (PICC)** with an Approved Budget for the Contract (ABC) in the amount of **NINETEEN MILLION TWO HUNDRED THOUSAND PESOS (PHP19,200,000.00)**; and, posted the same in the Philippine Government Electronic Procurement System (PhilGEPs) website, NPC website, and NPC bulletin continuously for seven (7) days;

WHEREAS, during the opening of bids on 13 December 2017 at 2:00 P.M. as specified in the Bidding Documents, and using a non-discretionary "pass/fail" criterion, only **CONTRACTOR** submitted its bid in the amount of **EIGHTEEN MILLION SEVEN HUNDRED SEVENTY-SEVEN THOUSAND SEVEN PESOS** and **1/100 (PHP18,777,007.01)** and passed the preliminary examination of bids as determined by the NPC Bids and Awards Committee (BAC);

WHEREAS, Section 36 (a) of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184) provides that a Single Calculated and Responsive Bid shall be considered for award "[i]f after advertisement, only one prospective bidder * * * applies for eligibility check, and meets the eligibility requirements or criteria, after which it submits a bid which is found to be responsive to the bidding requirements";



WHEREAS, the NPC BAC declared CONTRACTOR as the Single Calculated and Responsive Bidder (SCRB) and, after conduct of post-qualification evaluation with satisfactory findings on 22 December 2017, recommended the issuance of Notice of Award to CONTRACTOR through its BAC Resolution dated 27 December 2017;

WHEREAS, the NPC Privacy Commissioner and Chairman, as Head of the Procuring Entity (HoPE), issued on 28 December 2017 the Notice of Award to CONTRACTOR;

WHEREAS, CONTRACTOR has represented and warranted itself as capable, competent, and duly licensed to undertake and complete the Leasehold Improvement of the NPC Offices at the PICC (hereinafter referred to as the "LEASEHOLD IMPROVEMENT"), located at East and West Banquet Halls (Ang Kiukok and Abdulmari Asia Imao Halls), at 5th Floor, Delegation Building, Philippine International Convention Center, PICC Complex, 1307 Pasay City (hereinafter referred to as the "SITE");

WHEREAS, CONTRACTOR represents and warrants that it is an independent contractor, which has and will continuously have the authority, license, competence, resources, manpower and qualifications as such, including substantial capital and/or investment to carry on an independent business and undertakes to perform the LEASEHOLD IMPROVEMENT on its own account and resources and under its own responsibility; and,

WHEREAS, on the basis of the Invitation to Bid, Instruction to Bidders, General and Specific Conditions of Contract, Bid Bulletins, the other related Bidding Documents and their attachments (hereinafter collectively referred to as "Bidding Documents"), the CONTRACTOR binds itself to undertake the works of the LEASEHOLD IMPROVEMENT consistent and in accordance with its Bid.

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and stipulations hereinafter set forth, the Parties hereto mutually agree as follows:

ARTICLE I - CONTRACT DOCUMENTS

In accordance with Section 37.2.3 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, the following documents shall form part of this Improvement Works Agreement (IWA), to wit:

DESCRIPTION	ANNEX
Bidding Documents	"A"
Contractor's Bid	"B"
Performance Security	"C"
Notice of Award of Contract	"D"

ARTICLE II - SCOPE OF WORK

CONTRACTOR shall, in accordance with the Bidding Documents and its Bid, execute the following items of work:

1. Prepare and submit Detailed Plans, Program of Work, and such other documents necessary for the LEASEHOLD IMPROVEMENT in accordance with the Bidding Documents and its Bid.
2. Execute any and all works, and tasks stated and enumerated in the Bidding Documents and in accordance with its Bid, including, but not limited to, providing labor, materials, tools and equipment and exercising complete and daily supervision and other tasks/incidentals required for the completion of the LEASEHOLD IMPROVEMENT.
3. Properly monitor and enforce schedule of delivery materials at-site and ensure that all material deliveries comply with the Bidding Documents and its Bid, and, provide a regular report regarding materials delivered and utilized.
4. CONTRACTOR is required to observe and conform to any and all plans and specifications, including the conceptual plans/designs supplied by NPC, and other specifications mentioned in the Bidding Documents, and shall ensure conformity with the desired timeline/construction schedule.
5. Provide regular monitoring reports tracking progress against the timeline, and, recommend solutions to avoid or address any delays that may affect the schedule of the LEASEHOLD IMPROVEMENT. Provide such timely reports/updates and address queries communicated by any means by NPC's duly authorized representatives as often as they may require.
6. CONTRACTOR shall ensure compliance with all applicable occupational safety requirements and applicable rules, regulations, and codes mandated by the PICC and/or national or local government agencies and units.
7. CONTRACTOR shall coordinate, cooperate, and work closely with other contractors working in connection with the LEASEHOLD IMPROVEMENT at the PICC.
8. CONTRACTOR shall observe and abide by all the terms and conditions stated in the Bidding Documents and in its Bid, such terms and conditions are hereby acknowledged to form integral parts of this Agreement.

ARTICLE III - COMMENCEMENT AND COMPLETION OF WORK

1. Upon execution of this Agreement, CONTRACTOR shall commence preparation of detailed/working plans and file all necessary building permit and other necessary applications.
2. CONTRACTOR shall present the detailed shop drawings for approval within TWENTY-ONE (21) DAYS from issuance of the Notice to Proceed (NTP). Mobilization of personnel, materials and equipment shall commence THREE (3) DAYS after approval of the detailed shop drawings.
3. CONTRACTOR shall compete the total LEASEHOLD IMPROVEMENT works within NINETY (90) CALENDAR DAYS, not including the period allotted for preparation of the detailed shop drawings and PICC-mandated work stoppages.

4. The PROJECT is deemed 100% complete and turned-over, if duly accepted in writing by NPC, and, all items are installed according to the plans and specifications, subject to whatever defective works that the NPC might point out during the final inspection and indicated to the CONTRACTOR which shall be included in the punch list for remediation. CONTRACTOR agrees to complete the items in the punch list within a period mutually agreed upon by the Parties.

5. Prepare, secure, and submit to NPC all pertinent preliminary and final As-Built plans and all applicable documents i.e. manuals, specification details, etc., where applicable. CONTRACTOR shall review the accuracy of documents against final plans (with change order details applied) and solicit revision(s) if applicable.

**ARTICLE IV - CONTRACT PRICE, TERMS OF PAYMENT & OTHER
CONDITIONS**

6. Upon satisfactory completion of the LEASEHOLD IMPROVEMENT, CONTRACTOR shall be entitled to full payment/compensation in the amount of EIGHTEEN MILLION SEVEN HUNDRED SEVENTY-SEVEN THOUSAND SEVEN PESOS and 1/100 (PHPP18,777,007.01), according to the payment schedule as provided in the Bidding Documents, and, in compliance with the provisions of RA No. 9184, its 2016 Revised Implementing Rules and Regulations and other applicable government rules and regulations.

7. The above compensation includes costs for temporary facilities consumption (water and electricity), permit applications, and other incidental expenses.

8. In case CONTRACTOR encounters justifiable cause or reason for delay, which cannot be averted and is not due to CONTRACTOR's fault or neglect, such as the occurrence of *comp d'etat*, general strike, typhoon, earthquake, shortage of fuel, or other civil disturbances that will directly affect its work performance schedule, CONTRACTOR shall within FIVE (5) DAYS after encountering such causes of delay, submit to NPC for approval, a written request sufficiently describing therein the specific reason/s for such request for a definite time extension and revised date of final completion of the LEASEHOLD IMPROVEMENT.

9. CONTRACTOR hereby represents and warrants that every fact stated or represented by its authorized agents or employees to NPC in respect of the LEASEHOLD IMPROVEMENT is true and agrees that NPC shall be deemed to have relied on such representation or statement in entering upon this Agreement.

ARTICLE V - INDEPENDENT CONTRACTOR

1. To timely perform the services under this Agreement, CONTRACTOR shall employ an adequate number of competent and qualified personnel in accordance with the Bidding Documents, its Bid, and the needs of the LEASEHOLD IMPROVEMENT.

2. CONTRACTOR shall supervise, control, and maintain efficient and effective discipline over any and all the personnel it may employ or utilize in performing its Services and other obligations under this Agreement. NPC may report to the

Construction Manager any untoward act, negligence, or misconduct, malfeasance, misfeasance, or nonfeasance of CONTRACTOR's personnel but only CONTRACTOR alone shall have the right to impose disciplinary action over the erring personnel.

3. This Agreement does not constitute CONTRACTOR, or any of its officers, employees, or staff to be an agent, legal representative, or employee of NPC. CONTRACTOR shall at all times be personally and directly responsible for the personnel under its employ.

4. CONTRACTOR shall indemnify and hold NPC free and harmless from any and all suits, actions, damages, claims and demands by reason of CONTRACTOR's violation, non-observance or non-performance of rules, regulations, ordinances, and existing laws. This indemnification to be made by CONTRACTOR in favor of NPC hereunder includes, without limitation, any action, claim or demand by third persons for injury or loss and/or damage resulting from the fault or negligence of CONTRACTOR in respect of the obligations herein.

ARTICLE VI - TERMINATION

Termination of this Agreement shall be governed by the Bidding Documents and applicable rules and regulations issued by the government.

ARTICLE VII - VENUE OF ACTIONS

That in case of a court suit, the venue shall be the courts of competent jurisdiction in Pasay City to the exclusion of all other courts subject to prior resort to alternative dispute resolution under Executive Order No. 1008 otherwise known as Construction Industry Arbitration Law.

ARTICLE VIII - ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Agreement, the parties shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In the event that the parties cannot, by exercise of their best efforts resolve the dispute or difference, they shall submit their dispute or difference to for Administrative Settlement or Adjudication pursuant to Article XVIII, Section 59.2 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

IN WITNESS WHEREOF, the parties hereto have signed contract this FEB 20 2018 day of CITY OF PASAY

NATIONAL PRIVACY COMMISSION

RITVIT CONSTRUCTION AND DEVELOPMENT CORPORATION

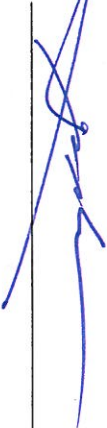
By:

By:


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and Chairman


RONALD C. ROQUE
President

SIGNED IN THE PRESENCE OF:




WITNESS

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
~~CITY OF PASAY~~) SS

BEFORE ME, a Notary Public for and in CITY OF PASAY
City personally appeared
the following:

Name	Passport/Driver's License. No.	Date/Place Issued	Expiry Date
RAYMUND ENRIQUEZ LIBORO			
RONALD C. ROQUE	N11-73-021752	May 09, 2017 / Las Piñas City	May13, 2022

Known to me to me known to be the same persons who executed the foregoing IMPROVEMENT WORKS AGREEMENT, consisting of SIX (5) pages, including this page wherein the Acknowledgment is written, and signed at the left margin of each and every page by the Parties' duly authorized representatives, who acknowledged to me that the same is their free and voluntary act and deed and the entities represented.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this FFB day of _____ 20__.

Doc No. 440
Page No. 9
Book No. 11
Series of 2017.

NOTARY PUBLIC
ATTY. HENRY D. ADASAS
 NOTARY PUBLIC CITY OF MANILA
 UNTIL DECEMBER 31, 2018
 NOTARIAL COMMISSION 17-23
 KNIGHT OF RIZAL BLDG.,
 GROUND FLOOR BESIDE PASAY CITY HALL
 ISP NO. 022841 / 01/03/2018 PASIG
 PTR NO. 5826657 / 01/03/2018 P.C.
 MCLE COMPLIANCE NO. VI-0002830 - R/14/2022
 ROLL OF ATTORNEYS NO. 29679
 © TIN: 172-528-620-000

