



Department of National Defense
PHILIPPINE VETERANS AFFAIRS OFFICE
Quality Management System for Pension Management System
ISO 9001:2015 Certified



Certificate Number: SCU001713Q

NOTICE OF AWARD

31 MAY 2022

MR. JOSE R. GIROY
Owner
GIROY STUDIO ARTS
L8 B3 Cairo St., Nile Village
Marikina City

Dear Mr. Giroy:

This is to notify you that the **Conceptualization, Creation and Installation of Concrete Bas-Relief at FSEO-8 Palo, Leyte** is hereby awarded to your company pursuant to Section 53.6(a) of the 2016 R-IRR of RA 9184 in the total amount of **One Million Nine Hundred Ninety-Five Thousand Pesos (P 1,995,000.00)**.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to submit to us the Performance Security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184 as condition for the signing of the Contract.

You are also required within the said ten (10) calendar days to formally sign the Contract Agreement.

Failure on your part to comply with these requirements shall constitute a sufficient ground for cancellation of this award.

Very truly yours,

LTGEN ERNESTO G CAROLINA AFP (RET)
Administrator

Conforme:

JOSE R. GIROY
Date: JUNE 1, 2022

Serbisyo sa Beterano, Serbisyo sa Bayan

Veterans Compound, Camp General Emilio Aguinaldo, Quezon City
Website: pvao.gov.ph / Tel. No. (02) 8912-4526



Department of National Defense
PHILIPPINE VETERANS AFFAIRS OFFICE
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Certificate Number: SCUR001713Q

NOTICE TO PROCEED

24 JUN 2022

MR. JOSE R. GIROY
Owner
GIROY STUDIO ARTS
L8 B3 Cairo St., Nile Village
Marikina City


Dear **Mr. Giroy**:

The attached Contract Agreement having been approved, notice is hereby given to **GIROY STUDIO ARTS** for the **Conceptualization, Creation and Installation of Concrete Bas-Relief at FSEO-8 Palo, Leyte**, within one hundred eighty (180) calendar days effective upon receipt and acceptance of this Notice.

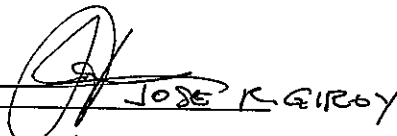
You are responsible for performing the services under the terms and conditions of the Contract Agreement.

Please acknowledge receipt and acceptance of this Notice by signing both copies in the space provided below. Keep one copy and return the other to the PHILIPPINE VETERANS AFFAIRS OFFICE.

Very truly yours,


LTGEN ERNESTO G. CAROLINA AFP (RET)
Administrator

Conforme:


Date: June 27, 2022

Serbisyo sa Beterano, Serbisyo sa Bayan

Veterans Compound, Camp General Emilio Aguinaldo, Quezon City
Website: pvao.gov.ph / Tel. No. (02) 8912-4526



Department of National Defense
PHILIPPINE VETERANS AFFAIRS OFFICE
Veterans Compound
Camp General Emilio Aguinaldo
Quezon City

CA-20-2022

Contract Agreement

**CONCEPTUALIZATION, CREATION AND INSTALLATION OF CONCRETE
BAS-RELIEF AT FSEO-8 PALO, LEYTE**


This Contract made and entered into by and between –

THE PHILIPPINE VETERANS AFFAIRS OFFICE (PVAO), a government agency with principal office address at PVAO Compound, Camp General Emilio Aguinaldo, Quezon City, represented by its Administrator, **LTGEN. ERNESTO G. CAROLINA, AFP (Ret)** hereinafter called the “**PROCURING ENTITY**”,

-and-

GIROY STUDIO ARTS, having its principal place of office located at Lot 8, Block 3, Cairo St., Nile Village, Marikina City, represented by the owner, **MR. JOSE R. GIROY**, hereinafter called the “**CONTRACTOR**”.

WITNESSETH THAT:




WHEREAS, the **PROCURING ENTITY** wishes to have the **CONTRACTOR** perform the **Conceptualization, Creation and Installation of Concrete Bas-Relief at FSEO-8 Palo, Leyte** pursuant to the Terms and Conditions of the **Approved Terms of Reference** referred herein as “**Approved TOR**” attached hereto to **Annex “A”** which is made an integral part of this contract;

WHEREAS, the **CONTRACTOR** is willing to perform the services;

NOW, THEREFORE, the parties hereby agreed as follows:

1. **SERVICES:** The Contractor shall perform the **SERVICES** specified as to wit:

a. **Conceptualization**

- 
- i. Gather pertinent documents, reference materials, photographs, footage and any available reference with regard to the stated project objective of the Approved TOR.
 - ii. Computer aided presentation of the design concept.
 - iii. Submission of three (3) copies computer print-out design concept in A3 size bond paper.

b. **Creation and Installation of Bas Relief**

- i. The work includes furnishing of labor, materials, tools, equipment, supplies, and appurtenance necessary to complete the construction of bas relief in accordance with the approved conceptual design. Also includes the mobilization and demobilization of materials, equipment and employees at the site. Also includes securing of permits to national and local authorities such as but not limited to building permit, sanitary and environmental permit necessary to start the project.
- ii. Concrete Bas Relief may either be created directly on site in PVAO FSEO-8 or created in the shop and installed afterwards. The dimension of the Bas Relief is 2 meters by 15 meters which is equivalent to 30 square meters or 78.74 inches x 590.55 inches which is equivalent to 46,499.907 square inches.

2. PROJECT DURATION

The Conceptualization and Construction of Bas Relief shall have a duration of **One Hundred Eighty (180) calendar days** from receipt of the Notice to Proceed (NTP). The following is the breakdown of the engagement periods, respectively:

- a. **Design Conceptualization** – The period is within **Thirty (30) calendar days** from receipt of the NTP to include the approval of the Design Concept and related documents prior to construction of bas relief.
- b. **Creation and Installation of Bas Relief** – The duration shall not exceed **One Hundred Eighty (180) calendar days** from receipt of NTP.



3. PAYMENT

a. Contract Amount

For the Services rendered, the PROCURING ENTITY shall pay the CONTRACTOR in the amount of **One Million Nine Hundred Ninety-Five Thousand Pesos (P 1,995,000.00)**. This amount is based on the submitted Cost Proposal of the CONTRACTOR inclusive of profits and applicable taxes imposed by the government but not to exceed the Approved Budget for the Contract.

b. Schedule of Payments

In consideration of the services required, payment to the CONTRACTOR shall be made in the following breakdown:



Billing Particulars	Condition/Requirements
1. First Progress Billing	Twenty percent (20%) of the Contract Price upon submission and acceptance by PVAO of the conceptual design
2. Second Progress Payment	Covers fifty percent (50%) accomplishment of the Contract with proper documentation such as progress photos, statement of works accomplished including letter request for progress payment
3. Third Progress Payment	Cover seventy-five percent (75%) accomplishment of the Contract with proper documentation such as progress photos, statement of works accomplished including letter request for progress payment
4. Final Payment	Upon completion of all scope of works as indicated in the approved conceptual design, upon rectification of defects noted during final inspection and upon acceptance by the PVAO Project TIAC

No claim for payment shall be processed and paid unless duly-supported with complete documents.

4. PERFORMANCE STANDARD

The CONTRACTOR shall fulfill its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The CONTRACTOR shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of the PROCURING ENTITY.

The services shall be conducted by the CONTRACTOR in accordance with the instructions or directions made or to be made by the PROCURING ENTITY at any time before its completion. The CONTRACTOR shall conduct regular consultation with PROCURING ENTITY in relation to the undertaking of its responsibilities under the Contract Agreement.

5. INSURANCE

The CONTRACTOR, at its own cost, shall be responsible for taking out or maintaining any appropriate insurance policy against any risk related to the project.

The PROCURING ENTITY undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the CONTRACTOR and each of their Personnel or for the dependents of the CONTRACTOR or any such Personnel.

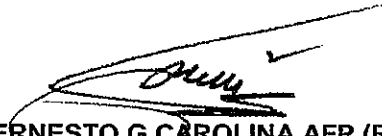
6. ASSIGNMENT

The CONTRACTOR shall not assign this Contract or Sub-Contract any portion of it without the PROCURING ENTITY'S prior written consent.

7. LIQUIDATED DAMAGES

If the CONTRACTOR fails to submit the required deliverable or output in the form and within the time-periods specified in Item 2 "Project Duration", the PROCURING ENTITY shall, without prejudice to its other remedies under the Contract and under Philippine Laws, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the Services for each day of delay based on the approved contract schedule.

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



LTGEN ERNESTO G CAROLINA AFP (Ret)
Administrator, PVAO

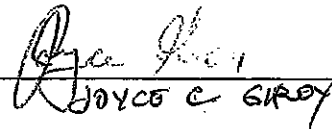


MR. JOSE R. GIROY
Owner, Giroy Studio Arts

SIGNED IN THE PRESENCE OF:



ENGR. DIOMEDES C. PALOR
Head, Procurement Management Section



JOYCE C. GIROY

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) s.s.

BEFORE ME, a Notary Public for and in MARIKINA CITY this JUN 23 2022 day of _____ 2022, personally appeared presenting their government issued IDs.

	ID Presented	Date of Issue	Place of Issue
LTGEN ERNESTO G CAROLINA AFP (RET)	DND-2010-001	2/26/2019	Quezon City
MR. JOSE R. GIROY	Professional Driver's License (Serial Number: 142977602)		

Known to me as the same persons who executed the foregoing Contract and acknowledged to me that the same is their free and voluntary act and deed.

I further acknowledge that the foregoing Contract including this page on which this acknowledgement is written, consist of _____ pages, all signed by the parties and their witness and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC

Doc. No. 353
Page No. 72
Book No. 307
Series of 2022

~~ATTY. CESAR T. CHING~~
Notary Public
MARIKINA CITY-NOTARY PUBLIC
Com. Appt. No. 03-(2020-2021 until December 31, 2021)
Extended until June 30, 2022 as per Supreme Court Ruling
"B.M. No. 3795"
Roll of Attorneys No. 24427, IBP No. 122500, January 5, 2021 Pasig
PTR No. #153190, January 4, 2021, Marikina City
MCLE Compliance No. VI-0017254 January 24, 2019
No. 1 J. Chausson Street, Sta. Elena, Marikina City
B-0020 ed-12-18