



Republic of the Philippines  
**PROVINCE OF PANGASINAN**

**Office of the Governor**

2F Capitol Compound, Lingayen, Pangasinan

**HON. RAMON V. GUICO III, DPM**

*Governor*

### NOTICE OF AWARD

19 August 2024

**MS. BELLA M. KIM**

President


**BMK Construction Corporation**

10 Calle Lucinda, San Sebastian Village,

Tarlac City

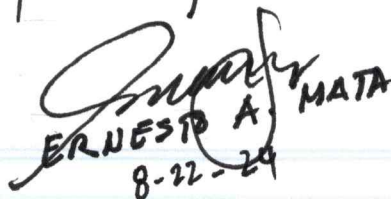
This is to notify you that your Bid dated **May 30, 2024**, for the execution of the **Construction of Provincial Warehouse with Multi-Purpose Drying Pavement in Bugallon with Project ID No. PRDP-SU-IB-R001-PAN-004-000-000-2023-VCI** for the Contract Price of **Forty-Two Million, Thirty-One Thousand Nine Hundred Five Pesos and Eighty-Five Centavos Only (₱42,031,905.85)**, in accordance with the instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to come to the Bids and Awards Committee office located at 2<sup>nd</sup> Floor, Malong Building, Capitol Compound, Lingayen, Pangasinan, to sign the formal agreement, within **seven (7) days** from posting of the performance security and upon compliance of the documentary requirements as form part of the contract.

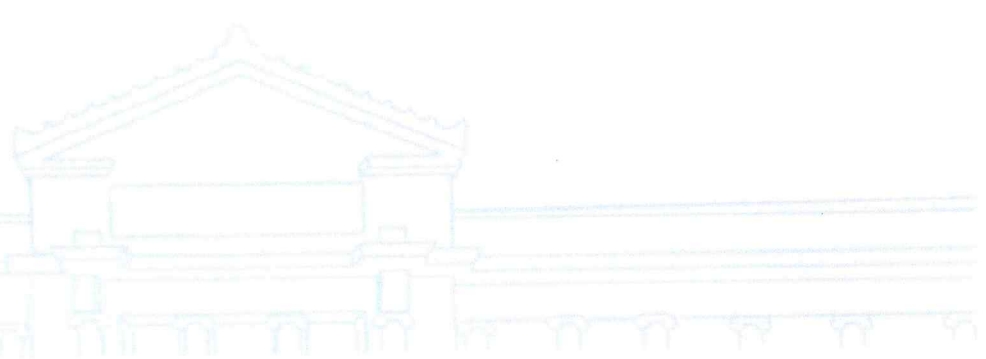


RAMON V. GUICO III

*Rec'd by:*



ERNESTO A. MATA  
8-22-24



CONTRACT AGREEMENT

THIS AGREEMENT, made this 2<sup>nd</sup> day of September, 2024 between *Provincial Government of Pangasinan* (hereinafter called the "Entity") and *BMK Construction Corporation*.

WHEREAS, the Entity is desirous that the Contractor execute the **Construction of Provincial Warehouse with Multi-Purpose Drying Pavement in Bugallon with Project ID No. PRDP-SU-IB-R001-PAN-004-000-000-2023-VCI** (hereinafter called "the Works") and the Entity has accepted the Bid for **Forty-Two Million, Thirty-One Thousand Nine Hundred Five Pesos and Eighty-Five Centavos Only (P42,031,905.85)** 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 shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - a. General and Special Conditions of Contract;
  - b. Drawings/Plans;
  - c. Specifications;
  - d. Invitation to Bid;
  - e. Instructions to Bidders;
  - f. Bid Data Sheet;
  - g. Addenda and/or Supplemental/Bid Bulletins, if any;
  - h. 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;
  - i. Eligibility requirements, documents and/or statements;
  - j. Performance Security;
  - k. Notice of Award of Contract and the Bidder's conforme thereto;
  - l. Environmental And Social Management Plan (ESMP);
  - m. Construction Safety and Health Program (CSHP);
  - n. World Bank Anti-Corruption Guidelines (ACG);
  - o. Other contract documents that may be required by existing laws and/or the Entity.
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 in all respects.
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 at the times and in the manner prescribed by this Contract.

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

Signed, sealed, delivered by **Hon. Ramon V. Guico III**, Governor of the Province of Pangasinan

Signed, sealed, delivered by **Ms. Bella M. Kim**, the President of B.M.K Construction Corporation

Binding Signature of Procuring Entity

Binding Signature of Contractor

SUBSCRIBED AND SWORN TO BEFORE ME A  
 NOTARY PUBLIC THIS 2 DAY OF SEPTEMBER, 2024  
 LINGAYEN, PANGASINAN, AFFLIAN SUBDIVISION TO  
 ME HIS/HER ID NO. \_\_\_\_\_

ATTY. CLINTON CASTILLO CAYAN  
 NOTARY PUBLIC FOR LINGAYEN, PANGASINAN  
 UNTIL DECEMBER 31, 2024 SMC 12-12-2022-I-007  
 ROLL OF ATTORNEYS NO. 10971  
 TR NO. 1203367, 01/02/2024, LINGAYEN, PANGASINAN  
 MCLE COMPLIANCE NO. VII-0013302-UNTIL 04/14/2027  
 IBP O.R. NO. 391628, 01/03/2024, PANGASINAN

TOL. NO. 1100  
 PAGE NO. 90  
 BOOK NO. 71  
 SERIES OF 100

## Fraud and Corruption

### 1. Purpose

1.1. The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

2.1. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any subcontractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2. To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - a. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - b. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate

action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their subcontractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.





Republic of the Philippines  
**PROVINCE OF PANGASINAN**  
**Office of the Governor**  
2F Capitol Compound, Lingayen, Pangasinan

**HON. RAMON V. GUICO III, DPM**  
*Governor*

**NOTICE TO PROCEED**

04 September 2024

MS. BELLA M. KIM  
President  
BMK Construction Corporation  
10 Calle Lucinda, San Sebastian Village,  
Tarlac City

Dear Ms. Kim/ MA'AM:

The attached Contract Agreement having been approved, notice is hereby given to **BMK CONSTRUCTION CORPORATION**, that the work may commence on **Construction of Provincial Warehouse with Multi-Purpose Drying Pavement in Sta. Barbara; PR No. 2024-04-2205; Project ID No. PRDP-SU-IB-R001-PAN-005-000-000-2023-VCI**, effective within seven (7) calendar days after the receipt of this notice.

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

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one and return the other to the **Provincial Government of Pangasinan**.

Very truly yours,

**HON. RAMON V. GUICO III**

I acknowledge receipt of this Notice on  
Name of the Representative of the Bidder  
Authorized Signature

: SEPT. 4, 2024  
: BELLA M. KIM  
:

