Signed in the Presence of:

| Sulema | ALEXIUS S. ACADEMIA |
| ALEXIUS Chief, Construction and Management Section |

ROCHELLE R. CERVANTES
Manager, Admin & Finance Division

Chief Executive Officer

BUÑAO

Green-Collar Consulting Services (Name of Consultant)

By:

National Irrigation Administration

By:

JOSEPHENE B. SALAZAR

Regional Manager



REGIONAL OFFICE NO. III (CENTRAL LUZON)

## Rehabilitation and Protection of Water Resources Supporting Irrigation System of TASMORIS (Tarlac RIS)

Tarlac City, Tarlac

## NIAR3-2022-IWRMP-TASMORIS-1

(Contract No.)

## KNOW ALL MEN BY THESE PRESENTS:

This Contract is executed and entered into this 21<sup>st</sup> day of October, 2022 at Tambubong, San Rafael, Bulacan, Philippines, by and between:

The National Irrigation Administration, hereinafter referred to as the Entity, a government instrumentality created under Republic Act No. 3601, as amended by Presidential Decree No. 552 with principal office at NIA Building, Efipanio Delos Santos Avenue, Diliman, Quezon City, represented herein by its Regional Manager, JOSEPHINE B. SALAZAR who is duly authorized to represent it in this Contract:

- and -

Green-Collar Consulting Services herein referred to as the Consultant, a private entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at Toog Avenue, Purok 4, Brgy. 2, San Francisco, Agusan del Sur, represented by its Chief Executive Officer, RAUL R. BUÑAO who is duly authorized to represent said firm in this Contract;

WHEREAS, the Entity is desirous that the Consultant execute Rehabilitation and Protection of Water Resources Supporting Irrigation System of TASMORIS (Tarlac RIS) with Contract No. NIAR3-2022-IWRMP-TASMORIS-1 hereinafter called "the Works" and the Entity has accepted the bid in the total amount of Two Million Eight Hundred Sixty-Two Thousand One Hundred Fifty-Three and 70/100 Pesos Only (Php 2,862,153.70) by the Consultant for the execution and completion of such Consulting Services 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 part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Terms of Reference
  - (c) Request for Expression of Interest;
  - (d) Instructions to Bidders;
  - (e) Bid Data Sheet;
  - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements 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;

- (h) Eligibility requirements, documents and/or statements;
- (i) Performance Security;
- (j) Notice of Award of Contract and the Bidder's conforme thereto;
- (k) 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 Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
- 4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, 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.
- 5. The whole works in this consultancy by this contract shall be completed within One Hundred Eighty (180) Calendar Days.

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

NATIONAL IRRIGATION ADMINISTRATION (NIA) GREEN-COLLAR CONSULTING SERVICES (CONSULTANT)

BY:

BY:

Chief Executive Officer

JOSEPHINE B. SALAZAR

Regional Manager

SIGNED IN THE PRESENCE OF:

ROCHELLE R. CERVANTES

Manager, Admin & Finance Division

Acting Chief, Construction and Management Section

Chief Executive Officer

RAUER BUÑAO

JOSEPHENE B. SALAZAR Regional/Manager ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

Personally appeared before me this 21<sup>st</sup> day of October, 2022 at the Philippines, JOSEPHINE B. SALAZAR of National Irrigation Administration, with Community Tax Certificate No. 20920120 issued on January 16, 2022, at San Rafael, Bulacan and RAUL R. BUÑAO of Green-Collar Consulting Services with Community Tax Certificate No. 00619088 issued at San Francisco, Agusan del Sur on January 4, 2022 who executed the foregoing contract and acknowledged to me that the same is their free and voluntary act and deed.

This Contract consists of three (3) pages including this Notarial acknowledgement, signed by the parties and their witnesses on each on every page thereof. This refers to Contract No. NIAR3-2022-IWRMP-TASMORIS-1 located at Tarlac City, Tarlac.

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

ATTY. CHERRY AMOR VENZON ONGSON
Notary Public in Bulacan
Until Design TARY2PUBLIC
Until Design Capitol Compound
PTR No. 157210/01-03-2022/ Bustos Bul.
Issued at 10628/12-6-2021/Pasig City
On Roll No. 64357
TIN ail Add: Venzon Law@yahoo.com
Tel. No. 044-3053114

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