

Republic of the Philippines
NATIONAL IRRIGATION ADMINISTRATION
PAMPANGA BATAAN IRRIGATION MANAGEMENT OFFICE
Solib, Floridablanca, Pampanga

MICCA F. XAMANA
Acting Finance Head

Improvement of Perimeter Fence and Parking Space of PAMBAT IMO
Floridablanca, Pampanga

NIA-PAMBAT-2024-CAPITAL OUTLAY-26
(Contract No.)

KNOW ALL MEN BY THESE PRESENTS:

This Contract is executed and entered into this 13 day of AUG 2024, 2024 at Floridablanca, Pampanga, Philippines, by and between:

The **NATIONAL IRRIGATION ADMINISTRATION**, hereinafter referred to as the NIA, a government instrumentality created under Republic Act No. 3601, as amended by Presidential Decree No. 552 with principal office at NIA Building, Epifanio Delos Santos Avenue, Diliman, Quezon City, represented herein by PAMBAT IMO Division Manager, **RUBEN R. LLAMAS**, who is duly authorized to represent it in this Contract:

- and -

TDC II PRO BUILDERS, herein referred to as the Contractor, a private entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at Mabalat City, Pampanga, represented by its Owner/General Manager, **GILBERT N. DEANG** who is duly authorized to represent the said firm in this Contract;

WITNESSETH, THAT

WHEREAS, the NIA, in its Invitation to Bid No. NIA-PAMBAT-2024-CAPITAL OUTLAY-26 called for tenders for Improvement of Perimeter Fence and Parking Space of PAMBAT IMO located in Floridablanca, Pampanga in accordance with the Bid Documents;

WHEREAS, on August 06, 2024, the Contractor submitted the lowest responsive bid for the abovementioned works in the total amount of **THREE MILLION FIVE HUNDRED NINETY THOUSAND EIGHT HUNDRED FIFTY-FIVE PESOS AND TWENTY-EIGHT CENTAVOS ONLY (P 3,590,855.28)**.

WHEREAS, NIA finds this bid of the CONTRACTOR to be the lowest calculated and responsive bid, the same being P 3,590,855.28 or P 9,144.72 lower than the Approved Budget for the Contract (ABC) of P 3,600,000.00;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have mutually agreed and do hereby agree as follows:

C-1 CONTRACT DOCUMENTS

The following pertinent documents attached to this Contract or on file with the NIA are hereby incorporated and expressly made integral parts of this Contract as though fully written out and set forth herein;

Witnesses:

ANGELITO D. DAVID
Senior Engineer A /
Chief, Engineering Section

by:

GILBERT N. DEANG
Owner/General Manager

TDC II PRO BUILDERS

by:

National Irrigation Administration

by:

RUBEN R. LLAMAS
Division Manager A

Advertisement or Evidence of Publication

1. Invitation to Bid No. NIA-PAMBAT-2024-CAPITAL OUTLAY-26
2. Instruction to Bidders
3. General Conditions
4. Special Conditions
5. Local Conditions
6. Technical Specifications
7. Notice of Post Qualifications
8. Resolution No. 28, s. 2024 of the Bids and Award Committee
9. Notice of Award of Contract and Contractor's "Conforme"
10. Contractor's Performance Security
11. Bid Forms including the following:

- a) Bid Prices in the Bill of Quantities
- b) Detailed Breakdown of Estimates
- c) Cash flow and payment schedule
- d) Registration Certificate from SEC
- e) Mayor's Permit at the business address of bidder
- f) List of ongoing or completed projects
- g) PCAB License; Audited financial statement received by BIR
- h) NFCC or cash deposit certificate equal to 10% of ABC
- i) Bid security (not less than or equal to 5% of ABC)
- j) Organizational chart for the contract, list of personnel
- k) List of contractor's equipment units owned
- l) Sworn statement: that it is not blacklisted; that all documents submitted are an authentic copy of the original; that it is authorizing the BAC or its duly authorized representative/s to verify any or all of the documents submitted; that the signatory is the duly authorized representative of the bidder; that it complies with the provision of disclosure of provision in Section 47 of the Act in relation to other provision of RA 3019; that it complies the bidder's responsibilities in IB-3-1 (A) to (D) of these Bid Documents; and that its compliance with existing labor laws and standard.

All codes, designations, standards, standard specifications, and similar materials that are referred to in the Conditions and Technical Specifications are being made part of this Contract.

All of the above documents are referred to herein as the Contract Documents and shall remain as the property of NIA.

It is expressly agreed and understood that in case of any irreconcilable conflict between this contract and the provision of any of the Contract Documents, the former shall be controlling.

C - 2 ACCEPTANCE OF BID

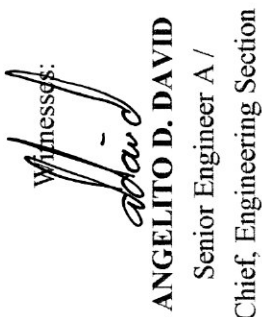
The NIA has accepted the offer of the CONTRACTOR for the Improvement of Perimeter Fence and Parking Space of PAMBAT IMO located in Floridablanca, Pampanga in conformity and in accordance with and subject to all of the terms and conditions of the Contract Documents and as provided in the Contract;

It is expressly agreed by both parties that no upward change in the Contract price as of the date of the signing of this Agreement shall be made as a result of among others, any fluctuation in the cost of materials and labor or for any reason whatsoever.

C - 3 AGREEMENT

The Contractor agrees to furnish all equipment, supplies, materials, labor, superintendence, and other incidentals and to perform and complete all of the Contract Work under this Contract and the NIA agrees to pay for such, as described in the Contract Documents.

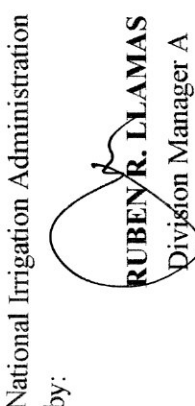

MICCA F. P. XAMAMA
Acting Finance Head

Witnesses:

ANGELITO D. DAVID
Senior Engineer A /
Chief, Engineering Section

by:


GILBERT N. DEANG
Owner/General Manager

TDC II PRO BUILDERS
by:

National Irrigation Administration
by:

RUBEN R. LLAMAS
Division Manager A


National Irrigation Administration
by:


RUBEN R. LLAMAS
Division Manager A

TDC II PRO BUILDERS
by:


GILBERT N. DEANG
Owner/General Manager

by:

Witnesses

ANGELITO D. DAVID
Senior Engineer A /
Chief, Engineering Section


MICCA F. MAXAMANANA
Acting Finance Head

C - 4 OBLIGATIONS OF CONTRACTOR

The Contractor agrees to perform well and faithfully all of the contract works indicated in the contract documents and as described in Clause C-1 herein before, and to furnish all of the equipment, materials, supplies, labor and superintendence and other facilities requisites for or incidental to the successful completion of the works and the carrying out of all the duties and obligations imposed by the Contract Documents.

The Contractor agrees to satisfactorily complete all of the contract works under the Contract within One Hundred Eighty (180) calendar days from receipt of the Notice to Proceed.

The Contractor also agrees to hire laborers at least fifty percent (50%) of the required manpower in the contract works from the members of the Irrigator's Association wherein the project will be undertaken.

C - 5 OBLIGATIONS OF THE NIA

The NIA agrees, subject to the terms and conditions in the Contract Documents, to pay to the Contractor the total **THREE MILLION FIVE HUNDRED NINETY THOUSAND EIGHT HUNDRED FIFTY-FIVE PESOS AND TWENTY-EIGHT CENTAVOS ONLY (P3,590,855.28)** at the rates and times and in the manner set forth in the Contract Documents.

C - 6 MUTUAL OBLIGATIONS

The NIA and the Contractor mutually agree to perform, fulfill, abide by, and submit to any and all of the provisions and requirements and all matters and things contained or expressed in, or reasonably to be inferred from the contract documents.

C - 7 LIQUIDATED DAMAGES

The parties hereby expressly agree that Liquidated Damages, under this Contract, shall be settled in accordance and subject to such terms and conditions as set forth under Contract Implementation Guidelines for Procurement of Infrastructure Projects of the 2016 Revised IRR Annex E-Article 9.

C - 8 PERFORMANCE BOND

In compliance with the conditions in the contract documents, the contractor hereby posts his Performance Security in the form of Performance Bond in the amount of **ONE MILLION SEVENTY-SEVEN THOUSAND TWO HUNDRED FIFTY-SIX PESOS AND FIFTY-EIGHT CENTAVOS (P1,077,256.58)** which is valid and in effect for the entire duration of the contract, including any extension.


The Performance Security shall be released by the NIA after completion of the works and issuance of the Certificate of Completion, provided liquidated damages and other claims, if any, had been settled and the submission of an acceptable guarantee bond to be issued by the GSIS or any reputable bonding institution acceptable to NIA equivalent to 30%; or cash deposit, cash bond or letter of credit equivalent to 5%; or Bank Guarantee of 10% of the final contract amount to assure NIA that the Contractor shall made good any defects that may be found in the project within a period of one (1) year from the acceptance thereof, it being understood that nothing in these condition extinguishes that liability of the Contractor for damages, except those occasioned by *force majeure*, within 15 years from the completion of the project, if the same should collapse on account of defects in the construction and the use of materials of inferior quality furnished by it or due to any violation of the terms of the contract, as provided for in the Civil Code.

National Irrigation Administration
by:


RUBEN R. LLAMAS
Division Manager A

TDC II PRO BUILDERS
by:


GILBERT N. DEANG
Owner/General Manager

Witnesses:


ANGELITO D. DAVID
Senior Engineer A /
Chief, Engineering Section


MICCA F. MAXAMANANA
Acting Finance Head

For this purpose, the document transmitting and/or evidencing the performance bond in the form of cash, manager's check, cashier's check, bank guarantee, letter of credit, or a combination thereof, shall contain the following;

"The right to institute action on the penal bond pursuant to Act No. 3688 of any individual firm, partnership, corporation, and association supplying the prosecution of the work is hereby acknowledged and confirmed."

C-9 NOTICES

All notices called for the terms of this Contract shall become effective only at the time of receipt thereof and only when received by the parties to whom they are addressed at the following addresses:

N I A: **Division Manager A**
National Irrigation Administration
Pampanga Bataan IMO
Floridablanca, Pampanga

CONTRACTOR: **The Owner/General Manager**
TDC II PRO BUILDERS
Mabalacat City, Pampanga

Any change in address by either party shall be made known to the other who will acknowledge the change for purposes of this paragraph.

All notices called for by the terms of this Contract shall be in the English language and shall be sent by messenger, registered mail, or telegram. However, telegrams shall be confirmed by a letter on the same day.

C - 10 INTEGRATION

The NIA and the CONTRACTOR agree that this Contract including the contract documents, expresses and integrates all of the agreements, understandings, promises, and covenants of the parties and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral, and that no modification or alteration of this Contract shall be valid or binding to either party unless expresses in writing and executed with the same formality as this Contract except as may otherwise be specifically provided in this Contract.

C - 11 JURISDICTION

The parties hereby mutually agree that the venue of the action for any cause or causes of action which may arise from this Contract shall be the proper court of Pampanga.

C - 12 COUNTERPARTS

The Contract is executed in seven (7) identical counterparts, six (6) copies for the NIA and one (1) for the CONTRACTOR.

C - 13 WARRANTY

The CONTRACTOR warrants that it has not given or promised to give any money or gift to any official or employee of the NIA and any violation of the warranty shall be sufficient grounds for the NIA to revoke or extra-judicially cancel this contract.

C - 14 DOCUMENTATION

Documentation/Notarial fees and documentary stamps in connection with this contract shall be for the account of the CONTRACTOR.

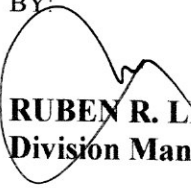
C - 15 APPROVAL

This contract shall be subject to the approval of proper authorities in accordance with pertinent laws, rules, and regulations.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the place and date first above written.


**NATIONAL IRRIGATION
ADMINISTRATION (NIA)**

BY:


RUBEN R. LLAMAS
Division Manager A


**TDC II PRO BUILDERS
(CONTRACTOR)**

BY:


GILBERT N. DEANG
Owner/General Manager

SIGNED IN THE PRESENCE OF:


MICCA F. LAXAMANA
Acting Finance Head


ANGELITO D. DAVID
Senior Engineer A

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
City of San Fernando, Pampanga

13 AUG 2024

Personally appeared before me this _____ day of _____, 2024 at the Philippines, RUBEN R. LLAMAS, National Irrigation Administration, with PRC License No. 0088819 issued on December 29, 2000, and GILBERT N. DEANG, TDC II PRO BUILDERS, with Driver's License No. C10-92-085786 who executed the foregoing contract and acknowledged to me that the same is their free and voluntary act and deed.

This Contract consists of six (6) pages including this Notarial acknowledgment, signed by the parties and their witnesses on each on every page thereof. This refers to Contract No. NIA-PAMBAT-2024-CAPITAL OUTLAY-26, Improvement of Perimeter Fence and Parking Space of PAMBAT IMO located in Floridablanca, Pampanga.

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

ATTY. MICHAEL E. TABAT
NOTARY PUBLIC
~~UNNOTARY PUBLIC 24~~
CUntilission NO. 35-23

ROLL NO. PTR No. LIFETIME NO. 010637
PTR NO. 31-10001-1-1-3-2023 / PAMPANGA
Issued at
On
TIN

National Irrigation Administration
by: RUBEN R. LLAMAS
Division Manager A

TDC II PRO BUILDERS
by: GILBERT N. DEANG
Owner/General Manager

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Book No. XL
SERIES of 2024

Witnessed:
ANGELITO D. DAVID
Senior Engineer A /
Chief, Engineering Section

MICCA F. DAKAMANA
Acting Finance Head