

## Modernization/Automation of Upper Maasim Dam's Operation

**NIAR3-2020-BUL-AMRIS-AUTOMATION-G2**

(Contract No.)

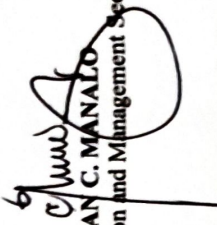
THIS AGREEMENT, made this \_\_\_\_ day of 02 JUL 2020 between  
**NATIONAL IRRIGATION ADMINISTRATION**, Tambubong, San Rafael, Bulacan  
hereinafter called the "Procuring Entity" and **CAANA CONSTRUCTION CORP.** of  
6546 J. De Leon St., Gatchalian, San Dionisio, Parañaque City, Metro Manila,  
hereinafter called "the Supplier" of the other part

WHEREAS, the Entity invited Bids for certain goods and ancillary services,  
viz., **Modernization/Automation of Upper Maasim Dam's Operation** located in  
**Candaba, Pampanga** and within the area of NIA-Region III and has accepted a Bid  
by the Supplier for the supply of those goods and services and be delivered one  
hundred fifty (150) calendar days from receipt of purchase order in the sum of  
**Thirty Seven Million Two Hundred Thousand Pesos (P 37,200,000.00)**  
hereinafter called "the Contact Price".

### 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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, to wit:
  - (a) Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Condition of Contract;
  - (e) the Special Condition of the Contract;
  - (f) the Performance Security; and
  - (g) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provision of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the good and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

Signed in the Presence of:

  
**CHRISTIAN C. MANALO**  
OIC Chief, Construction and Management Section

  
**ROCHELLE R. CERVANTES**  
Manager, Admin & Finance Division

**CAANA CONSTRUCTION CORP.**  
(Name of Contractor)

  
**ANTHONY V. EUGENIO**  
President

National Irrigation Administration  
By:

  
**JOSEPHINE B. SALAZAR**  
Regional Manager

IN WITNESS whereof the parties thereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


NATIONAL IRRIGATION  
ADMINISTRATION (NIA)

CAANA CONSTRUCTION CORP.  
(SUPPLIER)


BY:

BY:

  
**JOSEPHINE B. SALAZAR**  
Regional Manager

  
**ANTHONY V. EUGENIO**  
President

SIGNED IN THE PRESENCE OF:

  
**ROCHELLE R. CERVANTES**  
Manager, Admin & Finance Division

  
**CHRISTIAN C. MANALO**  
OIC – Chief, Construction and Management Section

# ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at the Philippines, JOSEPHINE B. SALAZAR of National Irrigation Administration, with Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_, at \_\_\_\_\_ **ANTHONY V. EUGENIO** of **CAANA CONSTRUCTION CORP.** with Community Tax Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_ 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. **NIAR3-2020-BUL-AMRIS-AUTOMATION-G2** located at **NIA-REGION III**.

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

**NOTARY PUBLIC**  
Until **December 31, 2020**  
PTR No. \_\_\_\_\_  
Issued at \_\_\_\_\_  
On \_\_\_\_\_  
TIN \_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC  
Notary Public  
Until December 31, 2020  
Roll of Attorney No. 40369  
IBF No. 100363-1/2/2020  
PTR No. 0863830-1/2/2020  
STA. MARIA, BULACAN

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Book No. VII  
Series of 2020

By: \_\_\_\_\_  
National Irrigation Administration

**JOSEPHINE B. SALAZAR**  
Regional Manager

By: \_\_\_\_\_  
CAANA CONSTRUCTION CORP.  
(Name of Contractor)

**ANTHONY V. EUGENIO**  
Owner/Manager

**ROCHELLE R. CERVANTES**  
Manager, Admin & Finance Division

Signed in the Presence of:

**CHRISTIAN C. MANALO**  
OIC Chief, Construction and Management Section