

BIDS AND AWARDS COMMITTEE

20% Development Fund – Site Improvement of Santa Rosa Polyclinic
at Barangay Soledad, Santa Rosa, Nueva Ecija
Contract No.: 9542574

CONTRACT

THIS CONTRACT, made and entered into this 18th day of April 2023 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M. ANGELES**, hereinafter referred to as the "Owner" of the one part and R.D. Talens Construction and Trading, represented herein by its Owner/Manager, **DANIEL S. PAMINTUAN**, with office address at Barangay Santa Barbara, San Antonio, Nueva Ecija, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Owner received bid proposals in its bid opening dated March 31, 2023 for the 20% Development Fund– Site Improvement of Santa Rosa Polyclinic at Barangay Soledad, Santa Rosa, Nueva Ecija and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

WHEREAS, the Owner approved a resolution to award in favor of D.S. Pamintuan Construction, in the sum of to **Seven Hundred Ninety Thousand Three Hundred Forty Nine and 39/100 pesos only (Php790,349.39)** hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (PhP)	Contract Duration(in calendar days)
Site Improvement of Santa Rosa Polyclinic at Barangay Soledad	Php790,349.39	60

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - 2.1 Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
 - 2.2 Performance Security;
 - 2.3 Credit line issued by a commercial or universal bank, if applicable;
 - 2.4 Owner's Notice of Award of contract; and
 - 2.5 Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
3. The contract duration or completion period shall be **60** calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;

- 5 The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.
- 6 The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
- 7 The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
- 8 The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.


IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M. ANGELES
OWNER


DANIEL S. PAMINTUAN
CONTRACTOR

SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO JR.
OWNER'S WITNESS


MARLYN M. CARANAY
CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES
MUNICIPALITY/CITY OF CABANATUAN

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in CABANATUAN, Philippines, this 18th day of APRIL, 2023
personally appeared:

NAME

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

NUMBER

ISSUED ON

ISSUED AT

JOSEFINO M. ANGELES
OWNER 08/02/2019

OM-001

08/02/2019

Santa Rosa, N.E.

DANIEL S. PAMINTUAN
CONTRACTOR

CO5-96-094962 01/03/20 CABANATUAN CITY

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

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

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ATTY. JOMAR Z. ECLIPSE
NOTARY PUBLIC

Roll of Attorneys No. 76738/05-05-22
PTR No. CBN-1706943 | 1-03-2023 | Cabanatuan City
IBP OR No. 256466 | 12-30-2022 | Pasig City
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