

Republic of the Philippines
Province of Nueva Ecija
Municipality of Santa Rosa

BIDS AND AWARDS COMMITTEE

20% Local Development Fund-
Construction of Drainage Canal at Barangay Sta. Teresita (Valenton St.)
Contract No.: 10553548

CONTRACT

THIS CONTRACT, made and entered into this 2nd day of April 2024 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 Manager, **Engr. RONALD D. TALENS**, with office address at Maharlika Hi-way, Zulueta District (Pob.) Cabanatuan City, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Owner received bid proposals in its bid opening dated March 12, 2024 for the 20% Local Development Fund- Construction of Drainage Canal at Barangay Sta. Teresita (Valenton St.) 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 R.D. Talens Construction and Trading, in the sum of to Three Million Five Hundred Ninety Seven Thousand Seven Hundred Fifty Nine and 87/100 pesos only (Php 3,597,759.87) hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (Php)	Contract Duration(in calendar days)
Construction of Drainage Canal at Barangay Sta. Teresita (Valenton St.)	Php 3,597,759.87	120

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 120 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;

JOSEFINO M. ANGELES
Municipal Mayor (Owner)

RUBEN C. ESCUDIO, JR.
Mun. Admin. (Owner's Witness)

AHMIEBACONE
Contractor's Witness

RONALD D. TALENS
Contractor

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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.

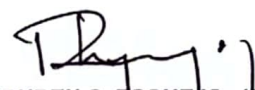
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M. ANGELES
OWNER


Engr. RONALD D. TALENS
CONTRACTOR

SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO, JR.
OWNER'S WITNESS


AHMIE PALCONE
CONTRACTOR'S WITNESS

JOSE LUIS M. ANGELES
Municipal Mayor (Owner)

BEFORE ME, a Notary Public for and in CABANATUAN, Philippines, this 2ND day of APRIL, 2024 personally appeared:

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

NUMBER	ISSUED ON	ISSUED AT
OM - 001	08/02/2019	Santa Rosa, Nueva Ecija

PRC-0035779 07/02/1984 Manila

RUBEN C. ESQUEJO, JR.
Mun. Admin. (Owner's Witness)

AHME PALCONI
Contractor's Witness

ATTY. BERTRAND RUSSELL C. DYSANGCO
NOTARY PUBLIC
Valid Until: **NOTARY PUBLIC 2024**
PTR NO. NE 147214-01-02 2024
IBPN 2 24 00000000000000000000
Roll of Attorneys: 147214-01-02 2024
MILLER, JAMES L. 147214-01-02 2024
CARMICHAEL, JAMES L. 147214-01-02 2024
NOTARIAL COMMISSION NO. 147214-01-02 2024

~~RONALD D. TALENS~~
Contractor