



REPUBLIKA NG PILIPINAS
KAGAWARAN NG KATARUNGAN
PANGASIWAAN SA PATALAAN NG LUPAIN
(LAND REGISTRATION AUTHORITY)
East Avenue cor. NIA Road, Diliman, Quezon City

CONTRACT AGREEMENT

Design and Construction of Registry of Deeds Building of Alaminos City, Pangasinan

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, made and executed this 19 day of DEC 2023 at Quezon City, Philippines, by and between:

LAND REGISTRATION AUTHORITY, a government agency under the Department of Justice, with office at the LRA Building, East Ave. cor. NIA Road, Diliman, Quezon City, represented by its Administrator, Hon. GERARDO PANGA SIRIOS, hereinafter referred to as "LRA".

-and-

KAEL CONSTRUCTION AND SUPPLY, a corporation with address at 625 6th St. San Martin Subdivision, Barangay San Isidro, Angono Rizal, represented by its owner, MR. JOSELITO C. DIO, hereinafter referred to as "CONTRACTOR".

WITNESSETH: That-

WHEREAS, in line with the thrust of the LAND REGISTRATION AUTHORITY to upgrade its services and facilities, there is an urgent need for the *Design and Construction of Registry of Deeds Building of Alaminos City, Pangasinan*, which shall be hereinafter referred to as the "Project";

WHEREAS, for the implementation of the said Project, posting requirement of the Invitation to Bid was accomplished on 28 September 2023, in accordance with the provisions of Republic Act (RA) No. 9184;

WHEREAS, the submission and opening of bids was conducted by the LRA in accordance with RA No. 9184, as amended, and its revised implementing Rules and Regulations and other existing laws, and after evaluation of the bids submitted, it was determined that the CONTRACTOR's bid was the single calculated and responsive bid and is advantageous to the government;

WHEREAS, the Notice of Award issued on 04 December 2023 and accepted by the CONTRACTOR on 12 December 2023 for the *Design and Construction of Registry of Deeds Building of Alaminos City, Pangasinan* in the amount of **PHILIPPINE PESOS: TEN MILLION SEVEN HUNDRED SIX THOUSAND SEVEN HUNDRED SEVENTY-EIGHT PESOS AND 26/100 (Php 10,706,778.26)**;



BAGONG PILIPINAS

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions hereinafter set forth, the parties hereto have agreed 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Invitation to Bid;
 - iv. Instruction to Bidders;
 - v. Bid Data Sheet;
 - vi. General and Special Conditions of Contract;
 - vii. Terms of Reference; and
 - viii. Supplemental or Bid Bulletins, if any.
 - b. CONTRACTOR's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents 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;
 - d. Performance Security;
 - e. Notice of Award of Contract and the Bidder's conforme thereto; and
 - f. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **CONTRACTOR agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. To guarantee the faithful performance by the contractor of its obligations under the contract and in accordance with the Bidding Documents, it shall post a performance security prior to the

signing of the contract. The performance security shall be posted within ten (10) calendar days from receipt of Notice of Award in the form and amount prescribed therein. Performance security shall be denominated in Philippine Pesos and posted in favor of the LRA, which shall be forfeited in the event it is established that the CONTRACTOR is in default in any of its obligations under this Agreement.

4. In consideration for the sum of **PHILIPPINE PESOS: TEN MILLION SEVEN HUNDRED SIX THOUSAND SEVEN HUNDRED SEVENTY-EIGHT PESOS AND 26/100 (Php 10,706,778.26)**; or such other sums as may be ascertained, CONTRACTOR agrees to perform the *Design and Construction of the Registry of Deeds Building of Alaminos City, Pangasinan* in accordance with its Bid. The contract price shall be paid to the CONTRACTOR in accordance with the following disbursement, accounting and auditing procedures:

- a) Within ten (10) calendar days from the effectivity of this Agreement as hereinafter provided, LRA shall upon the written request by the CONTRACTOR, make an advance payment as mobilization fee, an amount equivalent to fifteen (15%) percent of the Contract Price, **ONE MILLION SIX HUNDRED SIX THOUSAND SIXTEEN PESOS AND 74/100 (PHP 1,606,016.74)**, to be made in lump sum or in two (2) installments. This advance payment shall be made only upon submission by the CONTRACTOR and accepted by the LRA of an irrevocable Standby Letter of Credit of equivalent value or Surety Bond, callable on demand, issued by a reputable surety or insurance company, acceptable to LRA.
- b) Progress payments shall be made upon submission of progress billings, based upon the estimate of work satisfactorily completed by the CONTRACTOR and accepted by LRA, and shall be subject to such retentions and deductions as may be required by existing laws, but in no case shall retention be less than ten (10%) percent of the billed amount.
- c) Upon completion of the Project, LRA's lead end user shall certify to its completion and recommend to LRA the final acceptance of the same. The LRA shall pay the CONTRACTOR any balance amount still due, excepting therefrom such amount as may be lawfully retained under existing laws or any of the provisions of this Agreement. Final payment of the contract price however, shall not be made until the CONTRACTOR shall have submitted a sworn statement showing that all obligations for materials used and labor employed, in connection with this project have been fully paid; provided, that nothing herein

contained shall be construed as waiver of right of the LRA, which is hereby reserved, to reject the whole or any portion of the Project, should the same be found to have been constructed in violation with the terms of reference, plans, scope of works and specifications or any conditions or covenants of this Agreement.

5. The CONTRACTOR shall execute the Works contemplated in this Contract within Two Hundred Seventy (270) calendar days from the date of receipt of Notice to Proceed (NTP).

i. For the *Design Phase*, the Detailed Architectural and Engineering Design (DAED) must be submitted to LRA for review and approval, within Ninety (90) calendar days from the receipt of Notice to Proceed (NTP).

ii. For the *Construction Phase*, it shall be based on the approved DAED, and must be completed within One Hundred Eighty (180) calendar days from the receipt thereof.

Upon the award of the design and build contract, the CONTRACTOR shall be responsible for the preparation and submission of all necessary detailed engineering investigations, surveys and design in Annex "A" of the IRR of RA 9184 within 90 days from the receipt of the Notice to Proceed.

- i. Schedule of detailed engineering activities:
- ii. Detailed Architectural and Engineering Plans
- iii. Design Analysis
- iv. Survey Data
- v. Quantity Calculation
- vi. Detailed Geotechnical Investigation Report
- vii. Design Report
- viii. As Built Plans [Printed including CAD Files BIM Files (LOD500)]
- ix. Site Investigation
- x. Soils and Foundation Investigation
- xi. Construction Materials Investigation
- xii. Technical Specifications
- xiii. Quantity and Cost Estimates
- xiv. Program of Work
- xv. Proposed Construction Schedule
- xvi. Preparation of Site or Right-of-way Plans including Schedule of Acquisition
- xvii. Utility Relocation Plan

GERARDO P. SIRIOS
Administrator

6. The period of completion of works indicated in *Item (5)* hereof may be extended by LRA upon the recommendation of the Bids and Awards Committee (BAC) for good and valid reasons, provided that the CONTRACTOR submits a written request to the LRA at least ten (10) calendar days before the expiration of such period and stating therein the reasons for such extension. Any extension granted shall not entail additional payment over and above the contract price stipulated in *Item (4)* hereof, unless otherwise mutually agreed upon in writing by both parties. The Contractor expressly agrees that any extension of period which may be granted by the LRA, and any modification and/or deviation from any of the terms and conditions of this Agreement shall be deemed to have been authorized and with express consent of its Surety
7. Should the CONTRACTOR fails to complete the work under this Agreement within the period specified in *Item (5)* above, and/or any extension of time that may be granted under the provisions of this Agreement, and any delay in the prosecution of the works and such is due to the fault or negligence of the CONTRACTOR, it shall pay the LRA by way of liquidated damages but not in the concept of penalty, the amount equivalent to one-tenth (1/10) of one (1%) percent of the total unperformed portion of works for every day of delay, until the work is completed and accepted by the LRA or until such time as the LRA may procure the completion of the work by another contractor to complete the work itself.

It is understood that the payment for delays as herein provided are to be considered as liquidated damages, to which LRA shall not be required to prove that it had incurred actual damages. In case the LRA becomes entitled to payment for liquidated damages as provided herein, the LRA is hereby authorized to deduct the amount from any money due to the CONTRACTOR under this or any other existing contract that the CONTRACTOR may have with LRA and/or collect such liquidated damages from the Performance Security or Surety Bond of the CONTRACTOR, whichever may be more convenient and/or expeditious to LRA. The LRA shall be free to select any of the remedies provided herein and the selection of one shall not preclude LRA to take another remedy.

8. The warranty against defects/ failures, except those occasioned-on force majeure, shall cover **a period of Fifteen (15) years from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.** In case the CONTRACTOR fails to undertake the repair works under Section 62.2.2 of the 2016 Revised IRR of RA No. 9184, LRA shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

The warranty against Structural Defects/Failures, except that occasioned on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the LRA.

9. The PARTIES shall resolve all disputes or differences arising between them, in connection with the implementation of the Contract, amicably. Should any legal or judicial action be necessary to enforce any of the provisions of this Agreement or to remedy any violations thereof, the parties shall first bring their actions to the Construction Industry Arbitration Commission (CIAC). In case the parties do not agree to arbitration, the said legal or judicial action shall be exclusively filed with the proper court of Quezon City, Philippines.

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

LAND REGISTRATION AUTHORITY
By:

KAEL CONSTRUCTION AND SUPPLY
By:




GERARDO PANGA SIRIOS
ASW Administrator



JOSELITO C. DIO
Owner

Signed in the presence of:



TRISTAN E. DE GUZMAN
Director II, Administrative Services

A C K N O W L E D G M E N T

Republic of the Philippines)
Quezon City) S.S

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of _____, personally appeared the following, presenting credible proofs of identity, to wit:

GERARDO PANGA SIRIOS - _____
JOSELITO C. DIO - _____

Known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their own free and voluntary act and deed that of the entities herein represented for the above purpose.

This instrument refers to a Contract for the Design and Construction of Registry of Deeds Building of Alaminos City, Pangasinan consisting of seven (7) pages including this page wherein the Acknowledgment is written, signed by the parties and the instrumental witnesses on the left margin of each and every page hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place first above written.

WITNESS MY HAND AND SEAL, this DEC 19 2023 day of _____, _____

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Series No. 2023

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ATTY. CONCEPCION P. VILLARENA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3719371 / January 3, 2023 O.C
IBP No. 107803 / November 26, 2021 Q.C
Roll No. 30457 / 05-09-1980
MCLE VII-0006994 / 09/21/2021
ADM. MATTER No. NP-005 (2022-2023)
TIN No 131-942-754