



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 Talavera, Nueva Ecija

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, made and executed this **DEC 18** day of **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-

ORIENTECH CONSTRUCTION AND DEVELOPMENT CORPORATION, a corporation with address at MCMP Compound, Brgy. Tulay, Odiongan, Romblon, represented by its Assistant Vice President of Finance, MS. APRIL M. ACANA, 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 Talavera, Nueva Ecija*, 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 09 December 2023 for the *Design and Construction of Registry of Deeds Building of Talavera, Nueva Ecija* in the amount of **PHILIPPINE PESOS: THIRTY MILLION FIVE HUNDRED SIXTEEN THOUSAND SIX HUNDRED FORTY-ONE PESOS AND 29/100 (Php 30,516,641.29)**;



GERARDO PANGA SIRIOS
 Administrator

[Handwritten signature]

[Handwritten signature]

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:

GERARDO P. SIRIOS
Administrator

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;
 - 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.

GERARDO P. SIRIOS
Administrator

4. In consideration for the sum of **PHILIPPINE PESOS: THIRTY MILLION FIVE HUNDRED SIXTEEN THOUSAND SIX HUNDRED FORTY-ONE PESOS AND 29/100 (Php 30,516,641.29)**; or such other sums as may be ascertained, *CONTRACTOR* agrees to perform the Design and Construction of the Registry of Deeds Building of Talavera, Nueva Ecija 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, **FOUR MILLION FIVE HUNDRED SEVENTY-SEVEN FOUR HUNDRED NINETY-SIX PESOS AND 19/100 (PHP 4,577,496.19)**, 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

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:



GERARDO PANGA SIRIOS

ANA Administrator *Y*

ORIENTECH CONSTRUCTION AND DEVELOPMENT CORPORATION, INC.

By:



APRIL M. ACANA

Assistant Vice President- Finance

Signed in the presence of:


TRISTAN E. DE GUZMAN
Director II, Administrative Service *h*

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** - _____ *AKA*
- APRIL M. ACANA** - _____

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 Talavera, Nueva Ecija 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 _____ day of _____, _____

DEC 18 2023

Doc. No. 275
 Page No. 50
 Book No. JW
 Series No. 2025

Concepcion P. Villarena
 ATTY. CONCEPCION P. VILLARENA
 Notary Public for Quezon City
 Until December 31, 2023
 PTR No. 3716371 / January 3, 2023 O.C
 IBP No. 167893 / November 25, 2021 Q.C
 Roll No. 30457 / 05-09-1380
 MCLE VII-066594 / 09/21/2021
 ADM. MATTER No. NP-005 (2022-2023)
 TIN No. 131-942-754

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 - _____ *AMS*

APRIL M. ACANA - _____

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 Talavera, Nueva Ecija 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 _____ day of _____, _____

DEC 18 2023

Doc. No. 275
Page No. 50
Book No. 114
Series No. 2129

Concepcion P. Villarena
ATTY. CONCEPCION P. VILLARENA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3718371 / January 3, 2023 O.G
IRP No. 167803 / November 25, 2021 Q.C
Roll No. 30457 / 05-05-1350
MCLE VII-0005994 / 09/21/2021
ADM. MATTER No. NP-005 (2022-2023)
TIN No. 131-942-754