

NATIONAL IRRIGATION ADMINISTRATION

By:

  
**MGEN ROMEO G GAN (Ret)**

Deputy Administrator for  
Administrative and Finance

CIVIC MERCHANDISING, INC.

By:

  
**AUBREY FE C. BARTOLATA**

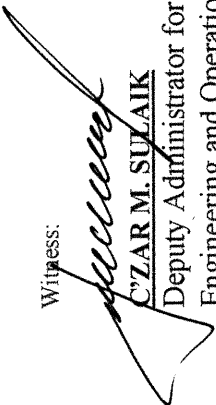
Machine Sales Engineer

Witness:

  
**ROBERTO B. LAMO**

Sales Manager

Witness:

  
**C'ZAR M. SULAIK**

Deputy Administrator for  
Engineering and Operations

## Contract Agreement

Contract No. NIACO-S-6R

THIS CONTRACT AGREEMENT is made this day JAN 14 2020 of ADMINISTRATION, with principal office address at NIA Bldg., EDSA, Quezon City, represented by its Deputy Administrator for Administrative and Finance, **MGEN ROMEO G GAN (Ret)**, (hereinafter called the Entity”), and **CIVIC MERCHANDISING, INC.**, with principal office address at 710-716 Quirino Highway, San Bartolome, Novaliches, Quezon City, represented by its Machine Sales Engineer, **AUBREY FE C. BARTOLATA** (hereinafter called “the Supplier”).

**WHEREAS**, the Entity invited Bids for certain goods and ancillary services, viz., Supply and Delivery of Eight (8) Units Wheel Loader, 1.5 cu.m. (minimum), Invitation to Bid No. NIACO-S-6R, and has accepted the Bid by the Supplier for the supply of those Goods and Services in the sum of **Forty Five Million Five Hundred Four Thousand and 00/100 Pesos (PhP45,504,000.00)** (hereinafter called “the Contract 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 constitute the Contract between the Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement;
  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications);
  - (e) The Supplier’s Bid and original Price Schedules;
  - (f) Invitation to Bid;
  - (g) Bid Data Sheet;
  - (h) Supplemental/Bid Bulletin 1;
  - (i) BAC-A Resolution No. SC-04-2019;
  - (j) Notice of Award; and
  - (k) Performance Security;


3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. 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 provisions of this Contract, broken down as follows:

PARTICULAR	UNIT						Total Price Delivered Final Destination	Delivery Period
	Qty	Unit Price EXW per item	Transportation and Insurance and all other cost incidental to delivery, per item	Sales and other taxes payable per item if Contract is awarded	Cost of Incident al Services , if applicab le, per item	Total Prices, per unit		
Wheel Loader, 1.5 cu.m. (min) / SDLG L938 / China	8	PhP5,078,571.43	-	PhP609,428.57	-	PhP5,688,000.00	PhP45,504,000.00	120 cd

5. The Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods 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 times and in the manner prescribed by the Contract.

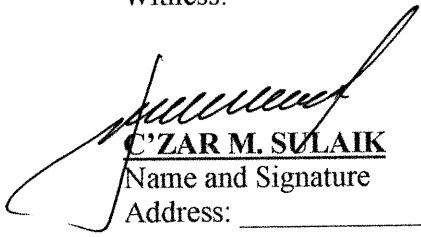
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Republic of the Philippines on the day, month and year indicated above.

Signed by:


  
**MGEN ROMEO G GAN (Ret)**  
 Deputy Administrator for  
 Administrative and Finance

**NATIONAL IRRIGATION  
 ADMINISTRATION**

Witness:

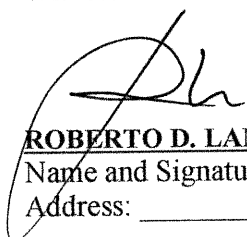
  
**C'ZAR M. SULAIK**  
 Name and Signature  
 Address: \_\_\_\_\_

Signed by:

  
**AUBREY FE C. BARTOLATA**  
 Machine Sales Engineer


**CIVIC MERCHANDISING, INC.**

Witness:

  
**ROBERTO D. LAMO**  
 Name and Signature  
 Address: \_\_\_\_\_

Date : \_\_\_\_\_

FUNDS AVAILABLE CHARGEABLE ACCOUNTING: <b>HEPIS 2018</b>	
<b>PARTICULARS</b>	<b>AMOUNT</b>
BUR # 501-2019-12-024	45,504,000.00
LFPs	
GAA 2018	
<b>TOTAL</b>	<b>45,504,000.00</b>

  
**HELEN T. LAOYAN**  
 Acting Manager,  
 Accounting Division

CIVIC MERCHANDISING, INC.

By:

AUBREY FE C. BARTOLATA

Machine Sales Engineer

Witness:

ROBERTO B. LAMQ

Sales Manager

Witness:

C'ZAR M. SULAIK

Deputy Administrator for  
Engineering and Operations

NATIONAL IRRIGATION ADMINISTRATION

By:

MGEN ROMEO G GAN (Ret)

Deputy Administrator for  
Administrative and Finance

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY

) S.S.

Personally appeared before me this \_\_\_\_\_ day of JAN 14 2020 at Quezon City, **MGEN ROMEO G GAN (Ret)**, Deputy Administrator for Administrative and Finance, National Irrigation Administration, with Valid Identification No. 000002 issued by the National Irrigation Administration on May 8, 2017, and **AUBREY FE C. BARTOLATA**, Machine Sales Engineer, **CIVIC MERCHANDISING, INC.**, with Valid Identification, Driver's License No. NO2-18-022894 issued by the Land Transportation Office (LTO), East Avenue, Quezon City, expire on October 10, 2022, known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their own free and voluntary act and deed.

This Contract Agreement, consisting of three (3) pages, including this notarial acknowledgement, duly signed by both parties and their instrumental witnesses on each and every page thereof, refers to the Supply and Delivery of Eight (8) Units Wheel Loader, 1.5 cu.m. (minimum), Invitation to Bid No. NIACO-S-6R.

**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 \_\_\_\_\_  
Issued on \_\_\_\_\_  
TIN No. \_\_\_\_\_

ATTY. M. MADRID  
JUL 12  
NOT. NO. 20153  
PTR NO. 056188-12-06-18  
PTR NO. 7601773-1-25-19  
MCLE EXEMPTION NO. VI-001552  
VALID UNTIL APRIL 14, 2022  
NOTARIAL COM NO. NP-083 (2019-2020)

Doc. No. 316 ;  
Page No. 64 ;  
Book No. XXII ;  
Series of 201 9.