



REPUBLIC OF THE PHILIPPINES
NATIONAL IRRIGATION ADMINISTRATION
PANGASINAN IRRIGATION MANAGEMENT OFFICE

JABANES ENTERPRISES

(CONTRACTOR)

By: JUSTINO S. JABANES, JR.
Proprietor

WITNESSES:

Charito A. Tabobo
Gertrudes A. Viado

CHARITO A. TABOBO

GERTRUDES A. VIADO
Division Manager A

NATIONAL IRRIGATION
ADMINISTRATION
(NIA)

THIS AGREEMENT, made this _____ day of **JUL 14 2023**
between the National Irrigation Administration - Pangasinan Irrigation
Management Office of the Philippines (hereinafter called the "Entity") of the
one part and JABANES ENTERPRISES of 91 A.B. Fernandez Avenue,
Dagupan City, Pangasinan (hereinafter called the "Contractor") of the other
part;

WHEREAS, the Entity invited Bids for certain goods and ancillary
services, particularly **SUPPLY, DELIVERY & DISTRIBUTION OF PUMPS
& ENGINE WITH ACCESSORIES FOR 3RD DISTRICT STW (EGPIP CY
2023)** located at **DISTRICTWIDE OF PANGASINAN** under Contract No. **R1-
PIMO-23-05-042** and has accepted a Bid by the Supplier for the supply of those
goods and services in the sum of **TWO MILLION EIGHT HUNDRED
EIGHTY-SIX THOUSAND PESOS ONLY (Php 2,886,000.00)** (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 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 integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements,
Technical and Financial Proposals, and all other documents or
statements submitted;
 - iii. 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;
 - iv. Performance Security;
 - v. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - vi. Other contract documents that may be required by existing laws and/or
the Procuring Entity concerned in the PBDs. Winning bidder 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.





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3. In consideration for the sum of **TWO MILLION EIGHT HUNDRED EIGHTY-SIX THOUSAND PESOS ONLY (Php 2,886,000.00)** or such other sums as may be ascertained, **JABANES ENTERPRISES** agrees to **SUPPLY, DELIVERY & DISTRIBUTION OF PUMPS & ENGINE WITH ACCESSORIES FOR 3RD DISTRICT STW (EGPIP CY 2023)** located at **DISTRICTWIDE OF PANGASINAN** under Contract No. **R1-PIMO-23-05-042** in accordance with his/her/its Bid.
4. The National Irrigation Administration – Pangasinan Irrigation Management Office agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

PROCURING ENTITY:


GERTRUDES A. VIADO
Division Manager A

for:

**NATIONAL IRRIGATION
ADMINISTRATION –
PANGASINAN IRRIGATION
MANAGEMENT OFFICE**

CONTRACTOR:


JUSTINO S. JABANES, JR.
Proprietor

for:

JABANES ENTERPRISES

WITNESSES:


CHARITO A. TABOBO


Armand Segundo



SPECIAL CONDITIONS of the CONTRACT

JABANES ENTERPRISES
(CONTRACTOR)
By: JUSTINO S. JABANES, JR.
Proprietor

WITNESSES:
CHARITO A. TABOBO
Gertrudes A. Viado
Segundo

NATIONAL IRRIGATION
ADMINISTRATION
(NIA)
GERTRUDES A. VIADO
Division Manager A

GCC CLAUSE	
1	Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: “The delivery terms applicable to this Contract are delivered Districtwide of Pangasinan. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.” Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity’s Representative at the Project Site is ENGR. EDUARD C. MARZO (Area Engineer). Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: Select appropriate requirements and delete the rest. a. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and b. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. Spare Parts – The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and



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JABANES ENTERPRISES

(CONTRACTOR)

By: JUSTINO J. JABANES, JR.

Proprietor

WITNESSES:

*Agustina
Francisco Sagundo*

CHARITO A. TABOBO

NATIONAL IRRIGATION
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GERTRUDES A. VIADO

Division Manager A

- ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of One Year.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 6 months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract,



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Proprietor

WITNESSES:

Proceso Segundo

CHARITO A. TABOBO

NATIONAL IRRIGATION
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(NIA)

GERTRUDES A. VIADO
Division Manager A

	shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
4	The inspections and tests that will be conducted are: Performance Test (AMTEC) and Pumping Test. Additional contract documents relevant to the Project that may be required by the Procuring Entity, such as Pump Curved Charts and the Quality Assurance Certificate.



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PANGASINAN IRRIGATION MANAGEMENT OFFICE

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
URDANETA CITY) S. S.

Before me, a Notary Public, for and in URDANETA CITY, Philippines,
personally appeared the following:

ENGR. GERTRUDES A. VIADO
Division Manager A

Valid Gov't I.D. No. : 0025368
Issued on : November 7, 2018
Valid Until : November 16, 2023

Mr. JUSTINO S. JABANES, JR.
Proprietor
JABANES ENTERPRISES

Valid Gov't I.D. No. :
Issued on :
Valid Until :

known to me and to me known to be the same persons who executed and signed the foregoing instrument and who acknowledged to me that the same is their true and voluntary acts and deeds, and that of the agency/entity they respectively represent.

This instrument is a Contract Agreement for the **SUPPLY, DELIVERY & DISTRIBUTION OF PUMPS & ENGINE WITH ACCESSORIES FOR 3RD DISTRICT STW (EGPIP CY 2023)** located at **Districtwide of Pangasinan** under Contract No. **R1-PIMO-23-05-042**, consisting of Six (6) pages including this page where the acknowledgement is written. Page 1 and pages 3 to 5 are signed on the left margin thereof and page 2 is signed on the corresponding spaces provided thereof by the Parties and their instrumental witnesses and sealed with Notarial Seal.

WITNESS MY HAND AND SEAL this day of JUL 14 2023
, at URDANETA CITY.

Notary Public
ADRIANNE IVORY G. NOBLE
NOTARY PUBLIC UNTIL DECEMBER 31, 2024
Commission No. 0-13-23
PTR No. 00000000000000000000
Issued at
on
AT URDANETA CITY, PANGASINAN

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