



REPUBLIC OF THE PHILIPPINES  
NATIONAL IRRIGATION ADMINISTRATION  
PANGASINAN IRRIGATION MANAGEMENT OFFICE

A.P. TAGARINO ENGINEERING AND  
CONSTRUCTION SERVICES  
(CONTRACTOR)

By: ARMANDO P. TAGARINO  
Proprietor

WITNESSES:

VERITAS H. JUAN

CHARITO A. TABOBO

NATIONAL IRRIGATION  
ADMINISTRATION  
(NIA)  
  
JOHN N. MOLANO  
Acting Division Manager

THIS AGREEMENT, made this SEP 14 2023 day of SEP 14 2023 between the National Irrigation Administration, Pangasinan Irrigation Management Office, Urdaneta City, Pangasinan, represented herein by its Acting Division Manager, ENGR. JOHN N. MOLANO (hereinafter called the "Entity"), and A.P. TAGARINO ENGINEERING AND CONSTRUCTION SERVICES, KM 249 Bautista, Caba, La Union represented herein by its Proprietor, Mr. ARMANDO P. TAGARINO (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor executes the AGNO RIS (ISRNIS CY 2023) – PACKAGE 2 located at San Manuel, Pangasinan under Contract No. R1-PIMO-23-06-054 (hereinafter called the "Works"), and the Entity has accepted the Bid for the said project in the amount of FOUR MILLION SEVEN HUNDRED NINETY-ONE THOUSAND FIVE HUNDRED SIXTEEN & 95/100 PESOS ONLY (Php 4,791,516.95) by the Contractor for the execution and completion of such works and remedying of any defects therein.

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 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.:
3.
  - a. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. 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

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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.

4. In consideration for the sum of **FOUR MILLION SEVEN HUNDRED NINETY-ONE THOUSAND FIVE HUNDRED SIXTEEN & 95/100 PESOS ONLY (Php 4,791,516.95)** or such other sums as may be ascertained, **A.P. TAGARINO ENGINEERING AND CONSTRUCTION SERVICES** agrees to execute and complete the project in accordance with its Bid.
5. 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 thereto have caused this Agreement to be executed the day and year first before written.

**PROCURING ENTITY:**

  
**JOHN N. MOLANO**  
Acting Division Manager

**CONTRACTOR:**

  
**ARMANDO P. TAGARINO**  
Proprietor  
**A.P. TAGARINO ENGINEERING  
AND CONSTRUCTION SERVICES**

WITNESSES:

  
**CHARITO A. TABOBO**







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A.P. TAGARINO ENGINEERING AND  
CONSTRUCTION SERVICES  
(CONTRACTOR)

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WITNESSES:

CHARITO A. TABOBO

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|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.1  | The <b>Intended Completion Date</b> is <b>Three Hundred (300)</b> Calendar Days from the effectivity of the Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7.2  | <i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</i>                                                                                                                                                                                                                                                                                                         |
| 10   | No <b>dayworks</b> are applicable to the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 13   | The amount of the <b>advance payment</b> is fifteen percent (15%) of the Contract Price, to be made as per herein schedule:<br>a. First (1st) Installment, 7.5% of the Contract Price – upon submission to and acceptance by NIA of an irrevocable Standby Letter of Credit from a commercial bank, a bank guarantee or a surety bond, callable upon demand in accordance with Clause 39.2 and duly signed Construction Safety and Health Program approved by the DOLE.<br>b. Second (2nd) Installment, 7.5% of the Contract Price – after the Contractor has fully mobilized the initial equipment and manpower required for the project as specified in this Bid Documents. |
| 15.1 | The date by which “as built” drawings are required is prior to the submission of the Final Billing Claims.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 15.2 | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is Total Amount in the Final Billing in Pesos.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

