



# Santa Maria WATER DISTRICT

## Contract Agreement

Project: Design and Construction of Pump House with Booster Pump and Glass-Fused-To-Steel Bolted Ground Level Reservoirs  
Reference No.: WDDSP-STM-OCB-CWO5b

THIS AGREEMENT made on the 20<sup>th</sup> day of October, 2021,

BETWEEN

(1) The **SANTA MARIA WATER DISTRICT**, a corporation incorporated under the laws of the Republic of the Philippines and having its principal place of business at J.P. Rizal St., Poblacion, Santa Maria Bulacan (hereinafter called "the Employer"), and (2) **GLOBAL SUPPLY SOLUTIONS CORPORATION**, a corporation incorporated under the laws of Philippines and having its principal place of business at Unit 315 Armons Building, 142 Anonas St., cor. Kamias, Quezon City (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. reservoirs and booster pump station ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

### Article 1

#### Contract Documents

#### 1.1 Contract Documents (Reference GCC Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendixes hereto
- (b) Letter of Bid and Price Schedules submitted by the Contractor
- (c) Special Conditions of Contract
- (d) List of Eligible Countries that was specified in Section 5 of the Bidding Document
- (e) General Conditions of Contract
- (f) Specifications
- (g) Drawings
- (h) Other completed Bidding Forms submitted with the Letter of Bid
- (i) Any other documents forming part of the Employer's Requirements

#### 1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

#### 1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.



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### Article 2

#### Contract Price and Terms of Payment

#### 2.1 Contract Price (Reference GCC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of **Thirty Seven Million One Hundred Forty Five Thousand Six hundred Thirty Three Pesos and 12/100 (Php37,145,633.12)** as specified in Price Schedule No. 5 (Grand Summary) Thirty Seven Million One Hundred Forty Five Thousand Six Hundred Thirty Three Pesos and 12/100 )Php37,145,633.12) or such other sums as may be determined in accordance with the terms and conditions of the Contract.

Php37,145,633.12 (Inclusive of Taxes)

Php2,321,602.07 (Taxes)

Php34,824.031.05 (Exclusive of Taxes)

#### 2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

The Employer shall instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of [ . . . amount equal to the total named in Schedule 1 less the advance payment to be made for plant and mandatory spare parts supplied from abroad. . . ]; and shall be subject to the Uniform Customs and Practice for Documentary Credits 1993 Revision, ICC Publication No. 500.<sup>2</sup>

In the event that the amount payable under Schedule No. 1 is adjusted in accordance with GCC 11.2 or with any of the other terms of the Contract, the Employer shall arrange for the documentary credit to be amended accordingly.

### Article 3

#### Effective Date

#### 3.1 Effective Date (Reference GCC Clause 1)

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from is the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor.
- (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee.
- (c) The Employer has paid the Contractor the advance payment.
- (d) The Contractor has been advised that the documentary credit referred to in Article 2.2 above has been issued in its favor.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

#### 3.2 If the conditions listed under 3.1 are not fulfilled within 2 months from the date of this Contract notification because of reasons not attributable to the Contractor, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

### Article Communications

- 4.1 The address of the Employer for notice purposes, pursuant to GCC 4.1 is: J.P. Rizal St. Poblacion, Santa Maria Bulacan
- 4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is: Unit 315 Armons Building, 142 Anonas St., cor. Kamias, Quezon City



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- Article**      **5.**    5.1    The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.
- Appendixes**      5.2    Reference in the Contract to any Appendix shall mean the Appendixes attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

PROCURING ENTITY

CONTRACTOR

**SANTA MARIA WATER DISTRICT**

**GLOBAL SUPPLY SOLUTIONS CORPORATION**

By:

By:

Sgd.  
**ENGR. CARLOS N. SANTOS, JR.**  
General Manager

Sgd.  
**MR. REYNATO A. ELORTA**  
Authorized Managing Officer/CSO

SIGNED IN THE PRESENCE OF:

Sgd.  
**Ms. TEODORA J. CATIIS**  
Chairperson, SMWD Board of Directors

Sgd.  
**MR. JUAN CARLO S. SANTIAGO**  
HEAD - GSS RBU



# Santa Maria

WATER DISTRICT

REPUBLIC OF THE PHILIPPINES)  
PROVINCE OF BULACAN ) S.S.  
MUNICIPALITY OF STA. MARIA)

BEFORE ME, this OCT 20 2021 day of \_\_\_\_\_, 2021 personally appeared:

Name	ID
MR. REYNATO A. ELORTA	TIN : 240-591-117-000
ENGR. CARLOS N. SANTOS JR.	TIN : 163-672-791-000

Who made known to me that they are the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities they respectively represent.

This instrument refers to a CONTRACT AGREEMENT, consisting of four (4) pages including this page, each of which is duly signed by the parties to the instrument and those of the witnesses and sealed with the notarial seal.

WITNESS MY HAND AND SEAL on the day, year and place first above written.

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Page No. 59  
Book No. 11  
Series of 2021

**ATTY. REYNALDO G. TANT**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021  
IPTR NO. 0919959/11 4-21  
SANTA MARIA, BULACAN  
ROLL NO. 41600  
IBP NO. 132045/11-06-20  
MCLE COMPLIANCE NO. VII-0002614/17-29-21  
PNC-53-MB-2019