



# Santa Maria WATER DISTRICT

## CONTRACT AGREEMENT CA-2022-05-017

**PROJECT: SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF BRAND  
NEW PASSENGER LIFT**  
Reference: WR# GSPS-2021-12-012

THIS AGREEMENT, made this 16<sup>th</sup> day of June 2022 between **SANTA MARIA WATER DISTRICT** and **KPI ELEVATORS., INC.**

### KNOWN ALL MEN BY THESE PRESENTS:

**SANTA MARIA WATER DISTRICT**, a Government Owned and Controlled Corporation (GOCC) duly organized and existing under and by virtue of Presidential Decree No. 198, as amended, with principal office address at No. 3 M. de Leon St., Poblacion, Santa Maria, Bulacan, represented by its General Manager, **ENGR. CARLOS N. SANTOS, JR.**, duly authorized for this purpose, hereinafter called the **ENTITY**.

And-

**KPI ELEVATORS, INC.**, a duly organized and existing entity under and by virtue of the laws of the Republic of the Philippines, with principal office address at Mc Arthur Highway, Primus Medicus Corporation Center, Brgy. San Isidro, San Fernando, Pampanga, represented by its Authorized Representative, **VINCENT AMOR C. MACOY**, hereinafter called the **CONTRACTOR**.

### WITNESSETH:

WHEREAS, the Entity is desirous that the Supplier execute the project, "**SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF BRAND NEW PASSENGER LIFT**" (hereinafter called "the Goods;

WHEREAS upon careful evaluation of the proposal, legal, financial and technical capacity of the **CONTRACTOR**, the entity declared the **CONTRACTOR** to be **FINANCIALLY, LEGALLY AND TECHNICALLY** capable to implement the project in pursuant to Guidelines for Negotiated Procurement under TWO FAILED BIDDINGS Annex H of RA 9184.

WHEREAS, the Entity has accepted the Bid for **TWO MILLION FIVE HUNDRED THOUSAND PESOS (Php2,500,000.00)** by the Contractor for the execution and completion of such works and the remedying of any defects therein.

WHEREAS, the terms of payment shall be as follows:

- 15% Down Payment within 15 days upon receipt of Notice to Proceed (NTP).
  - 50% Payable upon delivery of the equipment at the site.
  - 15% Payable upon 50% completion of installation
  - 15% Payable upon 100% completion of installation
  - 5% Payable after testing and commissioning and upon handing-over of  
the permit to operate
- 100% complete payment**

"YOUR WATER. OUR OBLIGATION  
YOUR CONVENIENCE. OUR SERVICE."





# Santa Maria

WATER DISTRICT

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 shall be attached, deemed to form, and be read and construed as an integral part of this Contract Agreement, viz:
  - (a) the Detailed Cost Outline of Cost/Bid Amount;
  - (b) Bill of Quantities
  - (c) Compliance to Technical Specifications
  - (d) the proposal of the contractor with ref. no. 0009944231 dated April 24, 2022
  - (e) Eligibility Documents
  - (f) the Entity's Notification of Award;
  - (g) the Performance Security;
  - (h) Notice to Proceed; and
  - (i) Other contract documents that may be required by the existing laws and/or entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor 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 the Contract.
4. The Entity hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. The completion of the Works is required within one hundred twenty (120) calendar days from receipt of the Notice to Proceed

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

PROCURING ENTITY

SUPPLIER

**SANTA MARIA WATER DISTRICT**

**KPI ELEVATOR, INC.**

By:

By:

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

Sgd.  
**MR. VINCENT AMOR C. MACOY**  
Authorized Representative

*SIGNED IN THE PRESENCE OF:*

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

Sgd.  
**Ms. MARIA LEONORA S. ROMARATE**  
Chairperson - Bids and Awards Committee

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YOUR CONVENIENCE. OUR SERVICE"







# Santa Maria WATER DISTRICT

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

BEFORE ME, this **JUN 21 2022** day of June, 2022 personally appeared:

Name	ID
MR. VINCENT AMOR C. MACOY	TIN: 414-182-124-000
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 three (3) 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.

Doc. No. 460  
Page No. 93  
Book No. 8  
Series of 2022

**ATTY. REYNALDO G. TANTE**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2023  
 3RD UNIT 2ND FLOOR MAXFEL BLDG.,  
 J.C. DE JESUS STREET, POBLACION  
 SANTA MARIA, BULACAN  
 PTR NO. 1000891 01-03-22  
 IBP NO. 155640 01-29-21  
 ROLL NO. 41600  
 MCLE COMPLIANCE VII NO. 0002614-02-29-21  
 PNC 64-MB-2021