



Republika ng Pilipinas  
**Pambansang Pangasiwaan ng Patubig**  
(NATIONAL IRRIGATION ADMINISTRATION)  
Lungsod ng Quezon

OFFICE ADDRESS: NATIONAL GOVERNMENT CENTER  
E. DE LOS SANTOS AVENUE  
QUEZON CITY PHILIPPINES

TELEPHONE NOS.: 97-60-71 to 78  
CABLE NIAPHIL  
TELEX 42802 NIA PM

OUR REFERENCE:

MC No. 10, s. 1995

MEMORANDUM CIRCULAR

TO : THE DEPUTY ADMINISTRATOR, ASSISTANT ADMINISTRATORS, DEPARTMENT/STAFF HEADS, REGIONAL IRRIGATION DIRECTORS, OPERATION/PROJECT MANAGERS, PROVINCIAL IRRIGATION OFFICERS, PROJECT ENGINEERS, IRRIGATION SUPERINTENDENTS AND ALL OTHERS CONCERNED

SUBJECT : Pacquiao Contract Form

Pursuant to the provisions of Administrative Order No. 130 dated 19 May 1994 of the Office of the President and Memorandum Circular No. 2, Series of 1994 of the Office of the Government Corporate Counsel and circularized under NIA M. C. No. 30, s. 1994 requiring contract review of proposed contracts/agreements of government corporations, the attached pro-forma Pacquiao Contract shall henceforth be utilized in the execution of such contract which was given due course by the Office of the Government Corporate Counsel under Contract Review No. 052, series of 1995 dated February 6, 1995.

Any alteration/modification of the pro-forma contract shall be subject to prior clearance from this Office, Attn.: The Manager, Legal Department.

All pacquiao contract executed at your end should likewise be furnished the Office of the Government Corporate Counsel on a monthly basis utilizing the attached form letter.

Compliance hereon is enjoined.

  
APOLONIO V. BAUTISTA  
Administrator

March 3, 1995

ACS:

"PACQUIAO CONTRACT"

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into by and between the National Irrigation Administration, represented by \_\_\_\_\_, hereinafter referred to as NIA,

- a n d -

\_\_\_\_\_, of legal age and a resident of \_\_\_\_\_ (in case of a corporation, state "with business address at \_\_\_\_\_, represented by \_\_\_\_\_), hereinafter referred to as the "CONTRACTOR".

W I T N E S S E S:

- I. That notices to call for bid for this contract have been posted from \_\_\_\_\_, 19\_\_\_\_ to \_\_\_\_\_, 19\_\_\_\_ in \_\_\_\_\_;
- II. That, pursuant thereto, bids submitted were publicly opened on \_\_\_\_\_, 19\_\_\_\_ in the Office of the \_\_\_\_\_;
- III. That, after due deliberation, the contract was awarded by NIA to the CONTRACTOR;
- IV. That for and in consideration, of the sum of \_\_\_\_\_ (P \_\_\_\_\_), Philippine Currency to be paid by NIA in the manner herein specified, the CONTRACTOR hereby agrees to furnish materials and labor and to construct and complete the work as described below, in accordance with the approved plans and specifications furnished the latter, copies of which are on file with the Office of the former.

LOCATION AND DESCRIPTION OF WORK

NATURE OF WORK	LOCATION OF WORK From Station To Sta.	APPROXIMATE VOLUME	UNIT PRICE	COST	TOTAL
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:	:	:	:	:	:
:	:	:	:	:	:
:	:	:	:	:	:

(CONTRACTOR

WITNESSES:

NATIONAL IRRIGATION ADMINISTRATION (NIA)

By:

V. That this contract is subject to the following terms and conditions:

- a. The period of completion of the work shall be \_\_\_\_\_ calendar days from the date the CONTRACTOR received a copy of this contract after its due execution;
- b. Work shall begin immediately upon the receipt by the CONTRACTOR of the Notice To Proceed. NIA reserves the right to cancel the contract in the following cases:
  1. If NIA determines that the work is not being implemented in accordance with NIA's approved design and specifications;
  2. If the CONTRACTOR fails to comply with the terms and conditions of this contract;
  3. Unnecessary delay in its construction that it cannot be completed within the stipulated time;
  4. Unjust abandonment of the works; and
  5. Failure on the part of the CONTRACTOR to pay his laborer and materials with their just and lawful claims as soon as they become due and demandable. For this purpose, the \_\_\_\_\_ is authorized to withhold and apply such portions of any amount that is due or to become due the CONTRACTOR for the satisfaction of these claims.
- c. Upon cancellation of this contract, all money withheld from or such percentage due or to become due to the CONTRACTOR by reason of this contract shall be deemed forfeited in favor of NIA, without prejudice to any claim for damages by NIA against the CONTRACTOR. The CONTRACTOR, however, waives any claim for damages against NIA;
- d. The NIA will lend to the CONTRACTOR, free of charge, during the period of the contract, the following equipment and tools:

CONTRACTOR

WITNESSES:

NATIONAL IRRIGATION ADMINISTRATION  
(NIA)

By:

Transportation expenses from NIA Office to project site shall be for the account of the CONTRACTOR. The maintenance and security of the borrowed equipment and tools shall be the responsibility of, and all expenses therefor shall be borne by, the CONTRACTOR.

Immediately upon completion of the work and before final payment is made to the CONTRACTOR, all the above listed tools and equipment shall be returned in good condition, at the CONTRACTOR's expense, at such place as may be designated by the \_\_\_\_\_. In case of loss or destruction of such equipment and tools before they are received by the \_\_\_\_\_, the CONTRACTOR shall pay its book value chargeable against any amount retained under Item F below, or such amount due or become due to him, until fully paid;

- e. It should be understood that the earthwork quantities above-given are only approximate, and that payment referred hereunder shall be based on actual quantities accurately determined during the progress of the work. It should likewise be understood that the payment for common, rock excavation shall be made at unit price for each, and shall be based on the actual quantity of each class of materials found in excavation;
- f. Payment shall be made semi-monthly based upon the actual quantity of work completed and/or materials delivered as determined by the \_\_\_\_\_, ten percent (10%) thereof being withheld pending completion of the work, subject to the provisions of paragraph V, Items 4(c) and (d)(last sentence of this contract);
- g. Upon the signing of the Agreement or immediately thereafter, the he CONTRACTOR shall, at its expense, furnish and submit to NIA a performance bond equivalent to ten percent (10%) of the total contract price, in the form of a bond, bank guarantee, or letter of credit satisfactory and acceptable to the NIA, on condition that the CONTRACTOR shall well and faithfully perform all its commitments and undertakings under this Agreement. The said bond shall also answer for

(CONTRACTOR)

WITNESSES

NATIONAL IRRIGATION ADMINISTRATION  
(NIA)

By:

unpaid cost of labor or for any liability that may be suffered by the NIA resulting from the violation by the CONTRACTOR of the Labor Code and all other labor and social legislation.

In case the NIA grants the CONTRACTOR an extension of contract time, the CONTRACTOR agrees to renew or extend effectivity of the same. The premiums and other charges that may be due in connection with the renewal or extension shall be for the account and expense of the CONTRACTOR.

In the event of the rescission or termination of this Agreement for breach thereof, the NIA may immediately proceed against the bond. The bond shall remain and continue to remain in full force and effect until the aforementioned obligations as to the complete and faithful compliance of the terms and conditions of this contract and cost of materials shall have been fully satisfied, discharged, settled, and paid by the CONTRACTOR and the bond shall be released by the NIA.

- h. The acceptance of the work from time to time for purposes of making partial payments mentioned in preceeding paragraph shall not be considered as full acceptance of the work in question neither shall it be construed as a waiver of the right of the \_\_\_\_\_ to reject the whole or any portions of the work specified in the contract, or to require the CONTRACTOR to complete the same in accordance with this contract thereof should the work be found to have been either constructed in violation of any of the conditions of the CONTRACTOR or to have been destroyed prior to final acceptance.
1. Whenever this contract, in the opinion of the \_\_\_\_\_ shall have been completely performed on the part of the CONTRACTOR, the \_\_\_\_\_ shall promptly proceed to measure the work and prepare the final estimate and certificate of acceptance. He shall then prepare the necessary vouchers for final payments to the CONTRACTOR, deducting therefrom such sum or sums as may be lawfully retained under

WITNESSES:

NATIONAL IRRIGATION ADMINISTRATION  
(NIA)

By:

(CONTRACTOR)

any of the provisions hereof; and

- j. It is understood that the liabilities of the NIA to the CONTRACTOR is limited only to such partial and final payment for work actually accomplished and/or materials delivered by the latter. All other claims of action which may arise under this contract in favor of laborers and/or materials men shall be exclusive liabilities of the CONTRACTOR.

IN WITNESS HEREOF, the parties hereto affixed their signature this \_\_\_\_ day of \_\_\_\_\_, 19\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR  
TIN

NATIONAL IRRIGATION ADMINISTRATION  
By: \_\_\_\_\_

\_\_\_\_\_  
(Position)

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES) S. S.  
\_\_\_\_\_)

BEFORE ME, Notary Public, for and in \_\_\_\_\_, personally appeared \_\_\_\_\_ with Commercial Tax Receipt No. \_\_\_\_\_ issued on \_\_\_\_\_, 19\_\_ at \_\_\_\_\_, representing the National Irrigation Administration and \_\_\_\_\_, with Commercial Tax Receipt No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_, 19\_\_ who personally acknowledged that they executed the foregoing Pacquiao Contract and that the same is their free act and deed, and that of the institution it represent.

WITNESS MY HAND AND SEAL, this \_\_\_\_ day of \_\_\_\_\_ 19\_\_, in \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 199\_\_.

D a t e

The Government Corporate Counsel  
5th & 6th Floors, Philsugin Building  
North Avenue, Diliman, Quezon City

S i r :

Enclosed herewith are copies of \_\_\_\_\_  
(no.)

Pacquiao Contracts executed by this Office for the  
month of \_\_\_\_\_, 19\_\_\_\_\_.

This submission is in accordance with Contract  
Review No. 052, s. 1995 dated February 6, 1995 of  
that Office concerning Pacquiao Contracts executed  
by the National Irrigation Administration.

Very truly yours,

\_\_\_\_\_  
(RIM/PM)

Enc.: As stated.