

Republic of the Philippines  
DEPARTMENT OF AGRICULTURE  
**NATIONAL TOBACCO ADMINISTRATION**

Scout Reyes Street, corner Panay Avenue, Quezon City  
Tel. No. (02) 374-3987 Fax No. (02) 374-2505

28 August 2012

**NOTICE TO PROCEED**

The cover Contract having been signed by the PARTIES and their witnesses, a copy of which is furnished the CONTRACTOR, notice is hereby given to:

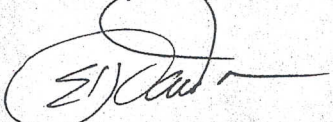
**AVM BERNARDO ENGINEERING**

*(Name of Contractor)*

**No. 604 T. Santiago Street Lingunan, Valenzuela City**

*(Address)*

To proceed with the contracted works on the "SUPPLY, INSTALL, COMMISSION MACHINES AND EQUIPMENT, CHILLING AND COLD STORAGE ROOMS FOR THE NTA AGRIPINOY TOBACCO FARMERS FOOD PROCESSING AND TRADING CENTER", located at Brgy. Nanguneg, Narvacan, Ilocos Sur, within five (5) calendar days from receipt of this "Notice to Proceed".

  
**EDGARDO D. ZARAGOZA**  
Administrator

RECEIVED: 

**AVM BERNARDO ENGINEERING**

By:

  
**Engr. ANTONIO VALERIANO M. BERNARDO**  
General Manager

Date: 29 Aug 2012 Time: 2:14 pm



### CONTRACT AGREEMENT

THIS AGREEMENT, made this 17th day of August, 2012 between NATIONAL TOBACCO ADMINISTRATION, Cors. Scout Reyes Street and Panay Avenue, Quezon City, hereinafter called the "Entity", and AVM BERNARDO ENGINEERING, No. 604 T. Santiago Street, Lingunan, Valenzuela City, Metro Manila, hereinafter called the "Contractor".

WHEREAS, the Entity is desirous that the Contractor execute the Project: **"Supply, Install, Commission Machines and Equipment, Chilling and Cold Storage Rooms for the NTA Agripinoy Tobacco Farmers Food Processing and Trading Center"**, with Contract Identification No. PB 2012-05, hereinafter called the "Goods" and the Entity has accepted the discounted amount of Forty-Four Million, Five Hundred Eighty-One Thousand, Nine Hundred Eighty Pesos (PhP44,581,980.00), offered by the Contractor for the execution and completion of such Goods and the 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 respectfully 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 part of this Agreement, to wit:
  - a) General and Special Conditions of Contract;
  - b) Drawings/Plans;
  - c) Specifications;
  - d) Invitation to Apply for Eligibility and to Bid;
  - e) Instructions to Bidders;
  - f) Bid Data Sheet;
  - g) Addenda and/or Supplemental/Bid Bulletins, if any;
  - h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
  - i) Eligibility requirements, documents and/or statements;
  - j) Performance Security;
  - k) Certificate of Cash Deposit issued by a Commercial Bank;
  - l) Notice of Award of Contract and the Bidder's conforme thereto;
  - m) Letter of the Contractor, dated 15 August 2012, relative to the offered discount, upgrade of the Chicken Dressing Plant and the Hog Slaughtering House, and the manner of payment by item of work accomplishment; and
  - n) Other contract documents that may be required by existing laws and/or the 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 execute and complete the supply, installation, and commissioning of the Goods and remedy any defects therein in conformity with the implementation of this Contract in all respects.

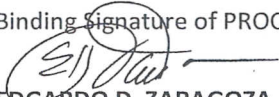


4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Goods and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at all times and in the manner prescribed by this Contract, and all pertinent documents attached herewith.

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

Signed, sealed, delivered by EDGARDO D. ZARAGOZA for the NATIONAL TOBACCO ADMINISTRATION (NTA).

Binding Signature of PROCURING ENTITY:

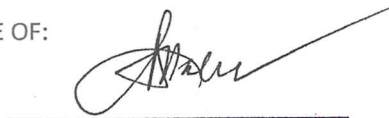
  
**EDGARDO D. ZARAGOZA**  
Administrator  
NTA

CONTRACTOR:

  
**ANTONIO VALERIANO M. BERNARDO**  
General Manager  
AVM BERNARDO ENGINEERING

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGMENT

Republic of the Philippines )  
City of Valenzuela ) S.S.

AUG 17 2012

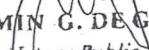
Before me a Notary Public for and in the above jurisdiction, personally appeared:

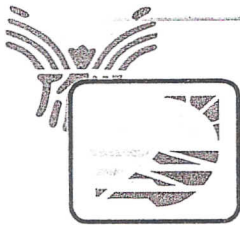
Name	CTC No.	Place and Date of Issue
EDGARDO D. ZARAGOZA	13274413	1/6/2012, Narvacan, I/ Sur
ANTONIO VALERIANO M. BERNARDO	17416447	1/13/2012, VALENZUELA CITY

known to me and to me known to be the same persons who acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS MY HAND AND SEAL.

Doc. No. 408  
Page No. 88  
Book No. 196  
Series of 2012

  
**BENJAMIN G. DEGUZMAN**  
Notary Public  
Until December 31, 2012  
PTR NO. VC1227008/ 1-02-12 Val. City  
IBP Lifetime Member No. 07733, BUL. CHAPTER  
MCLE COMPLIANCE NO. III 009837/3-19-10  
ATTORNEY'S ROLL NO 22064



Republic of the Philippines  
DEPARTMENT OF AGRICULTURE  
**NATIONAL TOBACCO ADMINISTRATION**

Scout Reyes Street, corner Panay Avenue, Quezon City  
Tel. No. (02) 374-3987 Fax No. (02) 374-2505

19 OCTOBER 2012

**NOTICE TO PROCEED**

The cover Contract having been signed by the PARTIES, and their witnesses, a copy of which is furnished the CONTRACTOR, notice is hereby given to:

**739 BUILDERS**

Brgy. Beddeng Laud  
Vigan City, Ilocos Sur

to proceed with the contracted works on the "CONSTRUCTION OF BUILDINGS AND FACILITIES FOR THE NTA AGRIPINOY PROJECT", located at Brgy. Nanguneg, Narvacan, Ilocos Sur, within five (5) calendar days from receipt of this "Notice to Proceed".

**EDGARDO D. ZARAGOZA**

Administrator

RECEIVED

**EDGAR B. PAJARO**

Owner/Manager

**739 Builders**

By:

Date: OCT 19 2012 Time: 10:00



### CONTRACT AGREEMENT

THIS AGREEMENT, made this 18<sup>th</sup> day of October 2012 between NATIONAL TOBACCO ADMINISTRATION, Cors. Scout Reyes and Panay Avenue, Quezon City, hereinafter called the "Entity", and 739 Builders, Brgy Beddeng Laud, Vigan City, Ilocos Sur, hereinafter called the "Contractor".

WHEREAS, the Entity is desirous that the Contractor execute the "Construction of Buildings and Facilities for the NTA AgriPinoy Project ", with Contract Identification No. PB 2012-06, hereinafter called the "Works" and the Entity has accepted the Bid for the total amount of Thirty-One Million, Six Hundred Ninety-four Thousand, Nine Hundred Eight Pesos and Seven Centavos (PhP31,694,908.07), by the Contractor for the execution and completion of such Works and the 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 respectfully 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 part of this Agreement, to wit:
  - a) General and Special Conditions of Contract;
  - b) Drawings/Plans;
  - c) Specifications;
  - d) Invitation to Apply for Eligibility and to Bid;
  - e) Instructions to Bidders;
  - f) Bid Data Sheet;
  - g) Addenda and/or Supplemental/Bid Bulletins, if any;
  - h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
  - i) Eligibility requirements, documents and/or statements;
  - j) Performance Security;
  - k) Credit line issued by a license bank, if any;
  - l) Notice of Award of Contract and the Bidder's conforme thereto; and
  - m) Other contract documents that may be required by existing laws and/or the 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 execute and complete the Works and remedy any defects therein in conformity with the production of this Contract in all respects.





4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at all times and in the manner prescribed by this Contract.


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

Signed, sealed, delivered by EDGARDO D. ZARAGOZA for the NATIONAL TOBACCO ADMINISTRATION (NTA).

Binding Signature of PROCURING ENTITY:

  
**EDGARDO D. ZARAGOZA**  
Administrator  
NTA

CONTRACTOR:

  
**EDGAR B. PAJARO**  
Owner/Manager  
739 Builders, Brgy. Beddeng Laud  
Vigan City, Ilocos Sur

By:

  
**RANDOLF L. OCAMPO**

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
ACKNOWLEDGMENT

Republic of the Philippines )  
Quezon City, Metro Manila ) S.S.


Before me a Notary Public for and in the above jurisdiction, personally appeared:

Name	CTC No.	Place and Date of Issue
EDGARDO D. ZARAGOZA	13274413	1/6/2012, Narvacan, I. Sur
<u>EDGAR B. PAJARO</u>	<u>13160944</u>	<u>01/12/2012, Vigan City, IS</u>

known to me and to me known to be the same persons who acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS MY HAND AND SEAL.

Doc. No. 201  
Page No. 1/1  
Book No. 1011  
Series of 2012

  
**ATTY. RONNIE B. RAPANT**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2013  
PTR NO. 0840463-1/2/12  
LBP NO. 8/6502-12-29-11  
VIGAN CITY, ILOCOS SUR