



DEPARTMENT OF AGRICULTURE

REGIONAL FIELD OFFICE NO. 12
CSA-1 BUILDING, ZULUETA STREET
KORONADAL CITY
TEL No./FAX No. (083)-520-0564

Reference No. : 2802691
Contract Number : 556

CONTRACT OF CONSTRUCTION

This AGREEMENT is made and entered this 31st day of October, 2014 between DEPARTMENT OF AGRICULTURE-RFO XII, Koronadal City, Philippines, represented by its Regional Executive Director, AMALIA J. DATUKAN, MBA hereinafter called the "First Party" and ILBI CONSTRUCTION SUPPLY & SERVICES with principal address at Reyes Subdivision, Koronadal City, represented by its Proprietor, DANILO T. DECIO hereinafter called the "Second Party";

WITNESSETH

Whereas, the First Party has a project of Construction of Ten (10) units Multi-Purpose Drying Pavement (MPDP) located in North Cotabato Province with the Approved Budget for the Contract (ABC) of Four Million Three Hundred Eighty-Three Thousand Two Hundred Forty-Three Pesos and 09/100 (Php4,383,243.09).

Whereas, a public bidding was conducted last September 22, 2014 with four (04) participating bidders and ILBI Construction Supply and Services was declared as winning bidder in the amount of Three Million Nine Hundred Sixty-Six Thousand Five Hundred Seventy-Three Pesos and 02/100 (Php3,966,573.02).

Whereas, the First Party has accepted the bid of the Second Party which shall be completed within ninety (90) calendar days upon receipt of Notice to Proceed (NTP), with the following Project Description and Scope of Works, to wit:

Project Description : Construction of 10 units 29m x 16m x .10m Multi-Purpose Drying Pavement

Scope of Works:

I	- Earthworks	: 464 m ³
II	- Gravel Bedding	: 464 m ³
III	- Concrete Works	: 484.30 m ²

Location :

1. Brgy. Macasendeg, Rangaban & Kadigasan in Midsayap Cotabato Province
2. Brgy. Langogan, Carmen, Cotabato Province
3. Brgy. Dalipe, Mlang, Cotabato Province
4. Brgy. Guiling, Alamada, Cotabato Province
5. Brgy. Patot, Pigcawayan, Cotabato Province
6. Brgy. Dagupan, Makilala, Cotabato Province
7. Brgy. Poblacion, Arakan, Cotabato Province
8. Brgy. Canaan, Antipas, Cotabato Province

NOW THEREFORE, for and in consideration of the following premises, the parties hereto agreed as follows:

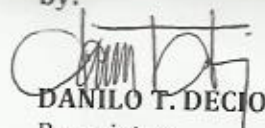
1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
 - a) Approved Purchase Request;
 - b) Approved Program of Works and Estimates;
 - c) Approved Plans and Designs;
 - d) Advertisement;
 - e) Approved Notice of Award;
 - f) Performance Bond;
 - g) Special Conditions of the Contract;
 - h) General Conditions of the Contract;
 - i) PERT/CPM of equivalent schedule of work;
 - j) License copy of the Contractor;
 - k) Abstract of Bids for Bid project;
 - l) Resolution of the Bids and Awards Committee as the case may be; and
 - m) Other pertinent documents as may be reasonable required by the First Party.
2. In consideration of the payments to be made by the **First Party**, the **Second Party** hereby covenants/agrees with the Department of Agriculture to construct and complete the works in conformity with all aspects with the provisions of this contract;
3. The **First Party** hereby covenants to pay the 15% mobilization fee of the total cost of the project to the **Second Party** as advance payment, upon compliance of the following:
 - a) Letter request for 15% advance payment;
 - b) Standby irrevocable letter of credit/security bond/bank guarantee which corresponds to the amount of the 15% mobilization fee;
 - c) Installation of project billboard;
 - d) Construction of bunkhouse; and
 - e) Mobilization of initial equipment and personnel.
4. The warranty of one (01) year for the necessary repairs and maintenance and services must be strictly observed. The obligation of warranty shall be covered by retention money, in an amount equivalent to ten percent (10%) of the total contract price, or a bank guarantee in a form of an irrevocable stand-by letter of credit. Said amount shall be released after the lapse of the warranty period;
5. Should the **Second Party** incur delay, Section 68, Rule XXII of RA 9184, partly states, "xxx. The amount of the liquidated damages shall be at least equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Xxx";
6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and
7. This agreement shall be valid and binding upon approval of both parties.

IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above.

Department of Agriculture
by:


AMALIA J. DATUKAN, MBA
Regional Executive Director

ILBI Construction Supply & Services
by:


DANILO T. DECIO
Proprietor

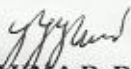
REVIEWED AND WITNESSED BY:


GINALYN F. C. CACHUELA
Project Manager
SOCKSARGEN ADPO


JIMMY M. OLIVO, PhD.
BAC Chairman


Allocation of Funds:

Availability of Funds:


RAKMA B. BUISAN
Regional Budget Officer


ANNA MAE A. SIDEÑO
OIC - Regional Accountant

Verified and Found in Order:


CARLENE C. COLLADO, CPA
OIC Chief, Finance Division

ACKNOWLEDGMENT

Republic of the Philippines)
City of Koronadal)SS

Before me, a Notary Public for Koronadal City personally appeared the following:

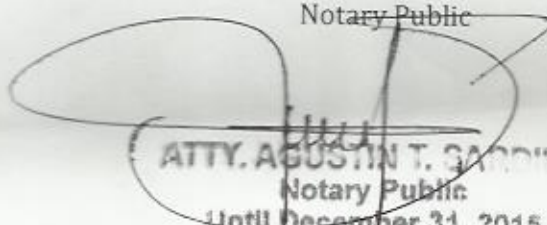
NAME	Res. Cert.	Issued at	Issued on
1. Amalia J. Datukan	08628843	Koronadal City	January 17, 2014
2. Danilo T. Decio	08648261	KORONADAL CITY	JAN. 20. 2014

Known to me to be the same persons who executed the foregoing documents and acknowledged that the same are their voluntary acts and deeds.

This instrument consists of three (3) pages including this page in which the acknowledgement is written, and signed in the left hand margin of each and every page thereof by parties and their witnesses.

Witness MY HAND AND SEAL, this OCT 31 2014 day of _____, 2014 at
KORONADAL CITY, SOUTH CO.

Doc No. : 483
Page No. : 97
Book No. : XIV
Series of 2014

Notary Public

ATTY. AGUSTIN T. GARRIDO
Notary Public
Until December 31, 2015
PTR No. 1051392 01/03/2014
IBR No. 942425 01/07/2014
TIN 155-056-755