

ITB Reference No. 2823861
Contract NO: 656

CONTRACT

KNOW ALL MEN BY THESE PRESENT:

This contract made and entered this 15TH day of JANUARY by and between the DEPARTMENT OF AGRICULTURE, REGIONAL FIELD Office 12, KORONADAL CITY, represented by the Regional Executive Director, AMALIA J. DATUKAN, hereinafter called the First Party and FFJJ Construction with principal address at Block XI, Notre Dame Village, Cotabato City represented by its Proprietor, OSMEÑA L. PALANGGALAN, hereinafter called as the Second Party;

WITNESSETH

Whereas, the First Party has a project of **Concreting Lateral Canal C, Gayola, Kidapawan City** with the Approved Budget for the Contract of **PHP6,000,000.00**;

Whereas, a public bidding was conducted last October 07, 2014 with five (5) participating bidder in which FFJJ Construction won in the bidding in the amount of **Five Million Seventy-Five Thousand Forty-Eight Pesos and 03/100 (Php5,075,048.03)**;

Whereas, the First Party has accepted the bid of the Second Party for the **Concreting of Lateral Canal C, Gayola, Kidapawan City** in the amount of **Five Million Seventy-Five Thousand Forty-Eight Pesos and 03/100 (Php5,075,048.03)** which shall be completed within **One Hundred Twenty (120) calendar days** with the following specifications and program of works, to wit:

I. IRRIGATION WORKS

Canal Excavation	cu.m.	981.00
Structural Backfill	cu.m.	1,320.00
Concrete Class "A"	cu.m	423.31
Reinforcing Steel Bar	kg.	18,202.33
Gravel Blanket	cu.m	154.00
Flashboard	assy	6.00

II. CONCRETE SIGNAGE W/DA LOGO & MARKING L.S.

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 interpreted/construed as part of this agreement, viz:

- a. Funded and Approved Purchase Request
- b. Plans, designs, Program of works
- c. Advertisement
- d. License copy of the contractor
- e. Performance Bond
- f. Bids and Abstract of Bids for the project
- g. Resolution of the Bids and Awards Committee as the case may be
- h. Approval of the Award by the Regional Director; conformed by the contractor

- i. Official Government estimates, by work item and cost components
- j. Duly approved program of works and estimates
- k. PERT/CPM of equivalent schedule of work
- l. 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 First Party 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. A warranty of one (1) year for the necessary repairs and maintenance including parts 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;

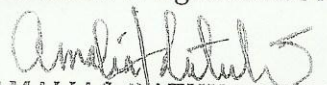
5. Should the Second Party incur delay, Section 68, Rule XXII of RA 9184, party states, "Xxx. The amount of the liquidated damages shall be at least equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Xxx";


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.

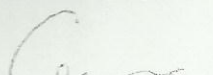
IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above

Department of Agriculture XII


By: 
AMALIA J. PATUKAN MBA
 Regional Executive Director


CLAIRE J. RUDAS
 FMR Focal Person

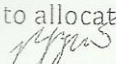
FFJJ Construction

By: 
OSMENA L. PALANGGALAN
 Proprietor

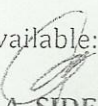
Reviewed and Witnessed by:


JIMMY M. OLIVO, Ph.D.
 BAC chairman

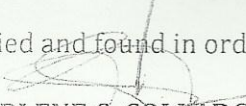
OK as to allocation of funds:


RAKMA B. BUISAN
 Regional Budget Officer

Funds Available:


ANNA MAE A. SIDEÑO
 Regional Accountant

Verified and found in order:


CARLENE C. COLLADO
 OIC, Chief Finance Division

ACKNOWLEDGMENT:

Republic of the Philippines)

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

<u>NAME</u>	<u>Res. Cert.</u>	<u>Issued at</u>	<u>Issued on</u>
1. Amalia J. Datukan, MBA	08628843	Koronadal City	January 17, 2014
2.			

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.

JAN -15 2015

Witness my hand and seal this _____ of _____ 2014 at

~~KORONADAL CITY~~
 Doc No. : 87
 Page No. : 18
 Book No. : 1
 Series of 2015

Veronica A. Domingo
 VERONICA A. DOMINGO
 Notary Public
 United States of America
 Office of the Notary Public
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 Ft. Lauderdale, FL 33316
 Tel: 954.333.3333