



**DEPARTMENT OF AGRICULTURE**

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

04-14.2776

Reference No. : 2728622  
Contract Number : 222

**CONTRACT OF CONSTRUCTION**

This AGREEMENT is made and entered this 6<sup>th</sup> day of September, 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 C.A. BETALAC CONSTRUCTION AND GENERAL MERCHANDISE, with principal address at Alunan Highway, Tacurong City represented by its Proprietress, ELNA S. BETALAC hereinafter called the "Second Party";

**WITNESSETH**

Whereas, the First Party has a project of **Concreting of National Highway - Junction Siguel - Lamlangil FMR in Brgy. Tinoto, Maasim, Sarangani Province** with the Approved Budget for the Contract (ABC) of Eighteen Million Nine Hundred Twelve Thousand Three Hundred Sixty-Eight Pesos and 92/100 (Php18,912,368.92).

Whereas, a public bidding was conducted last July 28, 2014 with six (06) participating bidders and C.A. Betalac Construction and General Merchandise was declared as winning bidder in the amount of Seventeen Million Five Hundred Eighty-Eight Thousand Five Hundred Three Pesos and 14/100 (Php17,588,503.14).

Whereas, the First Party has accepted the bid of the Second Party which shall be completed within three hundred twelve (312) calendar days upon receipt of Notice to Proceed (NTP), with the following Project Description and Scope of Works, to wit:

**Project Description** : Concreting of 1.512 km road at 5.0 l.m. width and 20 cm thickness with 1.0 l.m. gravel shoulder on both sides, Construction of 480 l.m. Concrete Lined Canal, 190 l.m. CHB Lined Canal and 30 l.m. 910 mm dia. RCCP

**Scope of Works:**

|             |   |                            |
|-------------|---|----------------------------|
| Item 102(2) | - Surplus Common Excavation                   | : 688.90 m <sup>3</sup>    |
| Item 105    | - Subgrade Preparation                        | : 8,200 m <sup>2</sup>     |
| Item 102(3) | - Surplus Rock Excavation                     | : 29,407.70 m <sup>3</sup> |
| Item 201    | - Aggregate Base Course                       | : 2,296 m <sup>3</sup>     |
| Item 311(1) | - Portland Cement Concrete Pavement           | : 7,560 m <sup>2</sup>     |
| Item 500(1) | - Pipe Culvert 910 mm diameter                | : 30 l.m.                  |
| Item 103(6) | - Culvert and drain excavation                | : 574.05 m <sup>3</sup>    |
| Item 407    | - Concrete Structures (Headwall & Catchbasin) | : 7.25 m <sup>3</sup>      |
| SPL-1       | - CHB Lined Canal (including plastering)      | : 190 l.m.                 |
| SPL-2       | - Concrete Lined Canal                        | : 480 l.m.                 |
| SPL-3       | - Fabrication of Project Billboard            | : 64 sq. ft                |

**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.:

- Approved Purchase Request;
- Approved Program of Works and Estimates;
- Approved Plans and Designs;
- Advertisement;
- Approved Notice of Award;

- 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 RFO XII  
by:

  
AMALIA J. DATUKAN, MBA  
Regional Executive Director

C.A. Betalac Constr'n & General Mdse.  
by:

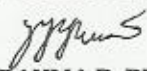
  
ELNA S. BETALAC  
Proprietress

REVIEWED AND WITNESSED BY:

  
GINALYN F. C. CACHUELA  
Project Manager  
SOCSKSARGEN ADPO

  
JIMMY M. OLIVO, PhD.  
BAC Chairman


Allocation of Funds:

  
RAKMA B. BUISAN  
Regional Budget Officer

Availability of Funds:

  
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 TACURONG )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. Elna S. Betalac   | 14959002   | Tacurong City  | January 3, 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 SEP 06 2014 day of SEP 06 2014 2014 at Tacurong City

Notary Public

Doc No. : 09  
Page No. : 02  
Book No. : 222  
Series of 2014

REMO Y FLORES  
Notary Public for Tacurong City  
And for the Province of Sultan Kudarat  
Commission Expires on December 31, 2015  
PTR No. 0706095 1.2.14/Roll No. 45628  
IBP No. 847495 1.2.14  
Lapu-Lapu St., Tacurong City

*ms*