



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
 Regional Field Office XII
 Regional Center, Brgy. Carpenter Hill
 Koronadal City
 Tel. No./Fax No. : 083-228-3411

ITB Reference No. : _____
 Contract Number : _____

CONTRACT
Negotiated Procurement

This Agreement is made and entered this day _____ of ~~SEP 16 2016~~, 2016 between the **DEPARTMENT OF AGRICULTURE-RFO XII, KORONADAL CITY, PHILIPPINES**, represented by its **OIC-Regional Executive Director, CARLENE C. COLLADO, CPA** hereinafter called the "**First Party**" and **ISULAN ECT CONSTRUCTION AND GENERAL MERCHANDISE, INC.** with principal address at **National Highway, Kalawag 3, Isulan, Sultan Kudarat**, represented by its **President, EVELYN C. TAMONI** hereinafter called the "**Second Party**";

WITNESSETH

Whereas, the **First Party** invited a procurement for the **Construction of Lagandang Diversion Dam Project (Intake) in Isulan, Sultan Kudarat** and has accepted a Bid by the **Second Party** for the construction of the project with the total amount of **Four Million Six Hundred Fifty-Five Thousand Eight Hundred Seventy-Nine Pesos and 85/100 (Php4,655,879.85)**.

Whereas, the **First Party** has accepted the bid of the **Second Party** which shall be completed **one hundred fifty (150) calendar days at Brgy. Lagandang, Isulan, Sultan Kudarat** upon receipt of the Notice to Proceed, with the following Scope of Works, to wit:

Scope of Works:

- I. Construction of Camp & other facilities and Movement of Equipment
- II. Diversion of Water Creek
- III. Dam Works
 - Dam Height : 2.10 meters
 - Dam Length : 2.50 meters (intake)
- IV. Outlet Works
 - Pipe Length : 1,500 meters (6" & 4")
- V. Irrigation Works
 - Canal Length : 286 meters
- VI. Concrete Signage with DA Logo and Markings

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) Funded and Approved Purchase Request;
 - b) Approved Programs of Works and Detailed Estimates;
 - c) Approved Plans and Designs;
 - d) Advertisement;
 - e) Approved Notice of Award;
 - f) Performance Bond;
 - g) PERT/CPM of equivalent schedule of work;

- h) License copy of contractor;
 - i) Abstract of Bids for Bid project;
 - j) Resolution of the Bids and Awards Committee as the case may be; and
 - k) 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 completed 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 project 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 completion of the project;
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 of 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 signatures on the day written above.


DEPARTMENT OF AGRICULTURE-REGION 12

by:


CARLENE C. COLLADO, CPA
OIC-Regional Executive Director


ISULAN ECT CONSTRUCTION
AND GENERAL MERCHANDISE,
INC.

by:

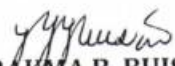

EVELYN C. TAMONI
President



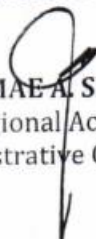
REVIEWED AND WITNESSED BY:


LORNA P. VILBAR, PhD
BAC Chairman

ALLOCATION OF FUNDS:


RAKMA B. BUISAN
Regional Budget Officer
RBB

AVAILABILITY OF FUNDS:


ANNA MAE AL SIDEÑO
OIC-Regional Accountant/
Administrative Officer V

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. Carlene C. Colado, CRA	01105150	Koronadal City	February 8, 2016
2. Evelyn C. Tamoni	09066250	Sultan, Sultan Kudarat	January 12, 2016

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 _____ day of SEP 16 2016, 2016 at
CITY OF KORONADAL, SOUTH COTABATO


VERONICA A. DOMINGUEZ
Notary Public
NOTARY PUBLIC

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Book No. : _____
Series of 2016

UNTIL DECEMBER 31, 2016
BP NO. 1015917401-3-16-GSC
PTR NO. 1571-16-0000-15-KOR (CITY)
MCLE EXEMPTED TO 1000465
ROLL OF ATTY. NO. 30229