



**Republic of the Philippines**  
**DEPARTMENT OF AGRICULTURE**  
**Regional Field Office 12**  
**Regional Center, Carpenter Hill, Koronadal City**  
**BAC Secretariat Office Tel. / Fax No. 083-2283411**

ITB Reference No. 3842160  
 Contract No.

**CONTRACT**

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered this \_\_\_\_ day of SEP 16 2016 by and between the **DEPARTMENT OF AGRICULTURE, REGIONAL FIELD OFFICE 12, KORONADAL CITY**, represented by the **OIC-Regional Executive Director, CARLENE C. COLLADO, CPA** hereinafter called the **First Party** and **ISULAN ECT CONST'N. & GEN. MDSE., INC.** with principal address at **National Highway, Kalawag 3, Isulan, Sultan Kudarat**, represented by its **Authorized Representative, EVELYN C. TAMONI**, hereinafter called as the **Second Party**;

**WITNESSETH**

Whereas, the **First Party** has a procurement of **Construction of 350sq.m. Warehouse/Cold Storage** with the **Approved Budget for the Contract of Four Million Eight Hundred Thirty-Nine Thousand Two Hundred Seventy-Nine Pesos & 91/100 (Php4,839,279.91)**;

Whereas, a public bidding was conducted on June 01, 2016 with only one (1) participating bidder in which **Isulan ECT Const'n. & Gen. Mdse., Inc.** was awarded the **construction of 350sq.m. Warehouse/Cold Storage** in the amount of **Four Million Seven Hundred Ninety Thousand Eight Hundred Eighty-Seven Pesos and 10/100 (Php4,790,887.10)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Four Million Seven Hundred Ninety Thousand Eight Hundred Eighty-Seven Pesos and 10/100 (Php4,790,887.10)** which shall be completely constructed within **One Hundred Thirty-Eight (138) calendar days** upon receipt of the approved Notice to Proceed with the following specifications & project locations, to wit:

EVELYN C. TAMONI

- 28.56 cu.m. Excavation Works
- 402.50 cu.m. Foundation Fill (backfill with compaction)
- 83.28 cu.m. Reinforced Concrete
- 468 cu.m. Masonry Works
- 836 Cement Plaster Finish
- 240 length Metal Structures (truss and purlins)
- 978 sq.m. Painting (all types)
- 484 sq.m. Metal Roofing
- 1 set Electrical Works
- 1 lot Airconditioning/Refrigeration and De-humidifying works
- 428 sq.m. Ventilation and Insulation Works
- 1 L.S. Doors, Windows & Screen
- 310 sq.m. Ceiling Works (eaves & Cold Storage room)
- 1 lot Construction Safety

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) Advertisement;
- (c) Approved Notice of Award;
- (d) Performance Bond;
- (e) Bid form and the Price schedule submitted by the bidder;
- (f) Schedule of requirements;
- (g) Abstract of Bids for Bid project;
- (h) Resolution of the Bids and Awards Committee as the case may be; and
- (i) Other pertinent documents as may be reasonable required by the First Party.

2. The **First Party** hereby covenants to pay the **Second Party** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the 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 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.

5. Should the Second Party incurred 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.

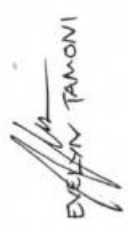
Department of Agriculture XII  
By:

  
CARLENE C. COLLADO, CPA  
OIC-Regional Executive Director

ISULAN ECT CONST'N.  
& GEN. MDSE, INC.

By:

  
EVELYN C. TAMONI  
Authorized Representative

  
EVELYN TAMONI







Reviewed and Witnessed by:

**LORNA P. VILBAR, PhD.**

BAC Chairman/ Organic Agriculture-Focal Person

OK as to allocation of funds:

**RAKMA B. BUISAN**

Regional Budget Officer

Funds Available:

**ANNA MAE A. SIDEÑO**

Administrative Officer V /  
Regional Accountant

Prepared by:

MONINA M. SALENDAB  
Head, BAC Secretariat

**ACKNOWLEDGEMENT:**

Republic of the Philippines)  
City of Koronadal ) SS

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. CARLENE C. COLLADO	1105150	Koronadal City	Feb. 08, 2016
2. EVELYN C. TAMONI	09086250	Isulan, Sultan Kudarat	Jan. 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 this \_\_\_\_\_ of SEP 16 2016, 2016 at Koronadal City.

Doc No. : 240  
Page No. : 48  
Book No. : ✓  
Series of 2016

**VERONICA A. DONDIEGO**  
NOTARY PUBLIC

UNTI DEKUTER 21 2016  
BP NO. 1018403411000000  
RTE NO. 16 2016-01-04-05-08. CITY  
MCLE EXEMPTION NO. V-000465  
ROLL OF ATTY. NO. 30229