



Republic of the Philippines  
**DEPARTMENT OF AGRICULTURE**  
 Regional Field Office XII  
 Brgy. Carpenter Hill, General Santos Drive  
 Koronadal City  
 Tel. No./Fax No. : 083-520-0460

ITB Reference No. : 3661322  
 Contract Number : 2016-0104

**CONTRACT OF CONSTRUCTION**

This AGREEMENT is made and entered this day \_\_\_\_\_ of MAR 15 2016, 2016 between the DEPARTMENT OF AGRICULTURE-RFO XII, KORONADAL CITY, PHILIPPINES, represented by its Regional Executive Director, AMALIA J. DATUKAN, MBA. hereinafter called the "First Party" and MARCUS CONSTRUCTION with principal address at Poblacion 7, Midsayap, North Cotabato, represented by its Proprietress, MARLYN T. CUSTODIO hereinafter called the "Second Party";

**WITNESSETH**

Whereas, the First Party has a project of **Concreting of Manuangan - Malatigue - Banucagon FMR in Brgy. Manuangan, Pigcawayan, North Cotabato** with the Approved Budget for the Contract (ABC) of **Twenty-Three Million One Hundred Seventy-Eight Thousand Three Hundred Ten Pesos and 01/100 (Php23,178,310.01)**;

Whereas, the project shall be on **85/15 scheme** wherein the **eighty-five percent (85%)** cost of the project shall be charged to **DA-RFO 12 SOCKSARGEN Food Security Program CY 2016 Fund** and the **fifteen percent (15%)** cost shall be the **Provincial Local Government Unit (PLGU) of North Cotabato's counterpart** as shown below:

DA-12 SOCKSARGEN Food Security Program (85%)	: Php19,701,563.51
PLGU North Cotabato (15%)	: 3,476,746.50
<b>Total Approved Budget for the Contract (ABC)</b>	<b>: Php23,178,310.01</b>

Whereas, a public bidding was conducted last February 24, 2016 with only one (1) bidder and Marcus Construction owned by its Proprietress, Marlyn T. Custodio was declared as Single Calculated and Responsive Bid in the amount of **Twenty-Three Million One Hundred Sixty Thousand Five Hundred Fifty-Three Pesos and 40/100 Only (Php23,160,553.40)**;

Whereas, the First Party has accepted the bid of the Second Party which shall be completed **within two hundred ten (210) calendar days** upon receipt of Notice to Proceed, with the following Project Description and Scope of Works, to wit:

**Project Description** : Concreting of 1,950 l.m. road at 6.0 l.m. width and 20cm thickness with road shouldering on both sides

**Scope of Works:**

Item 102	- Roadway Excavation (unsuitable)	: 994.30 m <sup>3</sup>
Item 104	- Embankment	: 5,025.00m <sup>3</sup>
Item 105	- Sub Grade Preparation	: 17,550.00 m <sup>2</sup>
Item 200	- Aggregate Sub base Course	: 4,680.00m <sup>3</sup>
Item 311	- Portland Cement Concrete Pavement	: 11,700 m <sup>2</sup>

**Location** : Brgy. Manuangan, Pigcawayan, North Cotabato

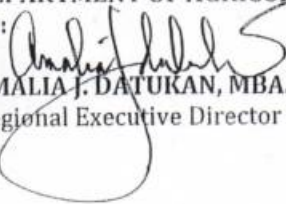
NOW THEREFORE, for and in consideration of the following premises, the parties hereto agreed as follows:

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.

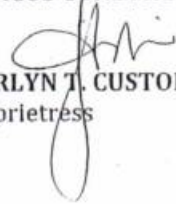
DEPARTMENT OF AGRICULTURE-REGION 12

by:

  
AMALIA J. DATUKAN, MBA.  
Regional Executive Director

MARCUS CONSTRUCTION

by:

  
MARLYN T. CUSTODIO  
Proprietress

REVIEWED AND WITNESSED BY:

*Gh*  
ENGR. GINALYN H. C. CACHUELA  
Project Manager  
SOCKSARGEN ADPO

*[Signature]*  
CARLENE C. COLLADO, CPA  
BAC Chairman

ALLOCATION OF FUNDS:

*[Signature]*  
RAKMA B. BUISAN  
Regional Budget Officer

AVAILABILITY OF FUNDS:

*[Signature]*  
ANNA MAE A. SIDEÑO  
OIC-Regional Accountant/  
Administrative Officer V

Prepared by:

*[Signature]*  
MONINA M. SALENDAB  
Head, BAC Secretariat

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, MBA	01095321	Koronadal City	January 20, 2016
2. Marlyn T. Custodio	_____	_____	_____

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 MAR 15 2016, 2016 at

*[Signature]*  
CITY OF KORONADAL, SOUTH COTABATO

*[Signature]*  
Notary Public  
VERONICA A. BONDIEGO  
NOTARY PUBLIC  
DATE OF EXPIRATION: 2016  
OFFICE: REGIONAL OFFICE - OSC  
PT. AND. REG. SEC. OFFICE - KORONADAL CITY  
POLICE COMPLAINT NO. 000465  
ROLL OF ATTY. NO. 20029

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