



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. : 3629502  
 Contract Number : 2016-0005

**CONTRACT**  
**Negotiated Procurement**

MAY 11 2016

This Agreement is made and entered this day \_\_\_\_\_ of \_\_\_\_\_, 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 **DBMR BUILDERS AND SUPPLY** with principal address at **Blk. 1, Lot 24, P-4A F S. Dizon Road, Vista Village, Brgy. 19-B (Poblacion), Davao City, Davao del Sur**, represented by its **Project Manager, PHILIP D. LOPEZ** hereinafter called the **"Second Party"**;

**WITNESSETH**

**Whereas**, the **First Party** invited a procurement for the **Expansion of 6 units Warehouse** and has accepted a Bid by the **Second Party** for the supply of those goods with the total amount of **Three Million One Hundred Sixty-Six Thousand Four Hundred Twenty-Two Pesos and 85/100 (Php3,166,422.85)**.

**Whereas**, the **First Party** has accepted the bid of the **Second Party** which shall be completed **ninety (90) calendar days** upon receipt of the Notice to Proceed, with the following Project Site, to wit:

**Project Site:**

1. Baluan – Buayan IA in Baluan, General Santos City
  - Area : 42sqm
2. Upper Biangan in Malungon, Sarangani Province
  - Area : 72sqm
3. Rengayen in Alamada, North Cotabato
  - Area : 108sqm
4. Makinugon in Ugalingan, Carmen, North Cotabato
  - Area : 42sqm
5. Bulukaon in Pigcawayan, North Cotabato
  - Area : 30sqm
6. Pampreas IA in Rajah Muda, Tacurong City
  - Area : 54sqm

**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.

Contract Expansion of 6 units Warehouse  
 Php3,166,422.85

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

DBMR BUILDERS AND SUPPLY

by:

  
PHILIP D. LOPEZ  
Project Manager

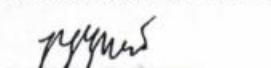
REVIEWED AND WITNESSED BY:

RAY H. EMBAJADOR

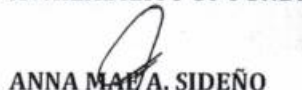
CEREAL (Rice & Corn) Focal Person

  
CARLENE C. COLLADO, CPA  
BAC Chairman

ALLOCATION OF FUNDS:

  
RAKMA B. BUISAN  
Regional Budget Officer

AVAILABILITY OF FUNDS:

  
ANNA MAE A. SIDEÑO  
OIC-Regional Accountant/  
Administrative Officer V

Prepared by:

  
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. Philip D. Lopez	_____	_____	_____

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     MAY 11     day of     2016    , 2016 at \_\_\_\_\_.

**VERONICA A. DOMESTICO**  
NOTARY PUBLIC

UNTIL DECEMBER 31, 2016

IBP NO. 1013350-01-05-16-GSC

PTR NO. 1030210-01-04-16-KOR. CITY

M.CLE EXEMPTION NO. V-000465

ROLL OF ATTY. NO. 30229

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Page No. : 40  
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Series of 2016