



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. : 3629530
 Contract Number : 2016-0008

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 **Repair and Replacement of Damaged Parts of 18 units Flatbed Dryer** and has accepted a Bid by the **Second Party** for the supply of those goods with the total amount of **Five Hundred Fifty-Six Thousand Eight Hundred Seventeen Pesos and 74/100 (Php556,817.74)**.

Whereas, the **First Party** has accepted the bid of the **Second Party** which shall be completed **forty-five (45) calendar days** upon receipt of the Notice to Proceed, with the following Project Site, to wit:

Project Site:

- a. South Cotabato Province
 1. Countryfolks Farmers IA in Purok Pag-asa, Barrio 8, Banga, South Cotabato
 2. KurisKusan IA in Sitio Paes, Barrio 3, Banga, South Cotabato
 3. Miaque IA in Brgy. 6, Banga, South Cotabato
 4. Dupit Lumpaco IA in Brgy. Liwanay, Banga, South Cotabato
 5. Cabuling Agricultural MPC in Brgy. Cabuling, Tantangan, South Cotabato
 6. Bicolano Illonggo IA in Brgy. San Miguel, Norala, South Cotabato
 7. New Lambunawon IA in Brgy. New Lambunao, Tantangan, South Cotabato
 8. Modern IA in San Isidro, Koronadal City
- b. North Cotabato Province
 1. BNBL IA in Brgy. Bagontapay, M'lang, North Cotabato
 2. Libris Div. 5 IA in San Isidro, Midsayap, North Cotabato
 3. Libris Div. 1B IA in Bulacan, Pigcawayan, North Cotabato
 4. Ipuan MPC in Brgy. Lower Ipuan, Pres. Roxas, North Cotabato
 5. SANROTADO IA in Brgy. San Roque, Kidapawan City
 6. Lukiki FA in Brgy. Malatab, Antipas, North Cotabato
 7. Kabris Div. E IA in Poblacion, Kabacan, North Cotabato
- c. Sultan Kudarat Province
 1. Kakai IA in Brgy. Paitan, Esperanza, Sultan Kudarat
 2. Janila FA in Kalawag 2, Isulan, Sultan Kudarat
- d. Sultan Kudarat Province
 1. NACOR IA in Napal Conel Road, Lagao, General Santos City

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 standby 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

RAY H. EMBAJADOR
CEREAL (Rice & Corn) Focal Person

REVIEWED AND WITNESSED BY:

CARLENE E. GOLLADO, 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 _____

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Book No. : 111
Series of 2016

VERONICA A. DOMINICO
Notary Public
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
IBP NO. 1015800-01-05-15-GSC
PTR NO. 1930210-01-04-15-KOR. CITY
MCLE EXEMPTION NO. V-000465
ROLL OF ATTORNEYS, No. 300222