



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. : **3661374**
 Contract Number : **2016-0106**

CONTRACT OF CONSTRUCTION MAY 1 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 **LLABAN CONSTRUCTION AND SUPPLY** with principal address at **Villarica, Midsayap, North Cotabato**, represented by its **Proprietor, REMEGIO C. LLABAN** hereinafter called the **"Second Party"**;

WITNESSETH

Whereas, the **First Party** has a project of **Concreting of Bagacay Spring - Sitio Nop FMR** in Brgy. Spring, Alabel, Sarangani Province with the Approved Budget for the Contract (ABC) of **Twenty-One Million Two Hundred Fifty-Three Thousand Two Hundred Seventy Pesos and 59/100 Only (Php21,253,270.59)**;

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 SOCSKSARGEN Food Security Program CY 2016 Fund** and the **fifteen percent (15%)** cost shall be the **Provincial Local Government Unit (LGU) of Sarangani's counterpart** as shown below:

DA-12 SOCSKSARGEN Food Security Program (85%)	: Php18,065,280.00
PLGU Sarangani (15%)	: 3,187,990.59
Total Approved Budget for the Contract (ABC)	: Php21,253,270.59

Whereas, a public bidding was conducted last February 9, 2016 with only one (1) bidder and Llaban Construction and Supply owned by its Proprietor, Remegio C. Llaban was declared as Single Calculated and Responsive Bid in the amount of **Twenty Million Seven Hundred Fifty-Two Thousand Nine Hundred Fifty-Two Pesos and 88/100 Only (Php20,752,952.88)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** which shall be completed **within two hundred forty-eight (248) calendar days** upon receipt of Notice to Proceed, with the following Project Description and Scope of Works, to wit:

Project Description : Concreting of 2,461.50 l.m. road at 5.0 l.m. width and 20cm thickness with road shouldering on both sides, Construction of 1,705 l.m. Reinforced Concrete Lined Canal

Scope of Works:

- Item 101(2a) - Removal of RCPC 610mm dia : 22 l.m.
- Item 102(2) - Surplus Common Excavation : 3,993.45m³
- Item 103(6) - Culvert & Drain Excavation : 1,098.86 m³
- Item 104(1) - Embankment (Excavated Materials) : 3,484.20m³
- Item 105 - Sub Grade Preparation : 19,840 m²
- Item 201 - Aggregate Base Course : 5,456 m³
- Item 311 - Portland Cement Concrete Pavement : 12,307.50 m²
- Item 405(1a) - Concrete Class "A" (Headwall, Catch Basins, Wing Walls, Apron & Cut-off Wall) : 25.07 m³
- Item 500(1a) - Pipe Culvert 910mm dia : 27 l.m.
- Item 500 (1b) - Pipe Culvert 610mm dia : 16 l.m.

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(Handwritten initials)

SPL1	- Reinforced Concrete Lined Canal	: 1,705 l.m.
SPL2	- Fabrication of Public Billboard	: 64 sq. ft

Location : Brgy. Spring, Alabel, Sarangani

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.

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[Handwritten initials]

IN WITNESS WHEREOF, the parties hereto set their signatures on the day written above.

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DEPARTMENT OF AGRICULTURE-REGION 12

by:


[Handwritten signature]
 AMALIA J. DATUKAN, MBA.
 Regional Executive Director

LLABAN CONSTRUCTION & SUPPLY

by:

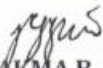
[Handwritten signature]
 REMEGIO C. LLABAN
 Proprietor

REVIEWED AND WITNESSED BY:

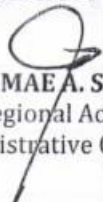

ENGR. GINALYN FE C. CACHUELA
Project Manager
SOCSKSARGEN ADPO


CARLENE C. COLLADO, CPA.
BAC Chairman

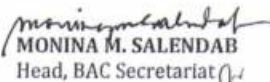
ALLOCATION OF FUNDS:


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

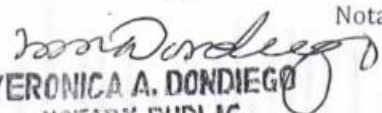
Before me, a Notary Public for Koronadal City personally appeared the following:

NAME	Res. Cert.	Issued at	Issued on
1. Amalia J. Datukan, MBA	01095321	Koronadal City	January 20, 2016
2. Remegio C. Llaban	<u>00716426</u>	<u>Misayap, North Cotabato</u>	<u>January 05, 2016</u>

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 MAR 21 2016 day of 2016 at CITY OF KORONADAL


Notary Public
VERONICA A. DONDIEGO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
IBP NO. 1316930-01-05-16-GSC
PTR NO. 1300210-01-04-16-KOR.CITY
MCLE EXEMPTION NO. V-000465
ROLL OF ATTY. NO. 30229

Doc No. : 269
Page No. : 04
Book No. : 1
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