



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. 3656591
Contract No. 2016-0095

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered this ____ day of JUN 28 2016 by and between the **DEPARTMENT OF AGRICULTURE, REGIONAL FIELD OFFICE 12, KORONADAL CITY**, represented by the **Regional Executive Director, AMALIA J. DATUKAN, MBA** 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 **Three (3) units Vermi Facility and Vermi Warehouse** with the **Approved Budget for the Contract of Seven Hundred Fifty Thousand Four Hundred Thirty-Two Pesos & 27/100 (Php750,432.27)**;

Whereas, a public bidding was conducted on February 24, 2016 with only one (1) participating bidder in which **Isulan ECT Const'n. & Gen. Mdse., Inc.** was awarded the establishment of **three (3) units Vermi Facility and Vermi Warehouse** in the amount of **Seven Hundred Forty-Five Thousand Five Hundred Thirty-Six Pesos (Php745,536.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Seven Hundred Forty-Five Thousand Five Hundred Thirty-Six Pesos (Php745,536.00)** which shall be completely constructed within **One Hundred Thirty Five (135) calendar days** upon receipt of the approved Notice to Proceed with the following specifications & project locations, to wit:

- 3.38 cu.m. Structure Excavation
- 0.58 cu.m. Foundation Fill
- 1.62 cu.m. Reinforced Concrete
- 11.18 cu.m. Masonry Works
- 1.00 LS Hardware
- 1.00 LS Tinsmithry Works
- Central Elementary School, Tampakan So. Cot.
- Maltana Elementary School, Tampakan So. Cot
- Tampakan National High School, Tampakan So. Cot

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.

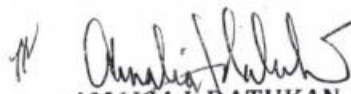
5. Should the Second Party incurred delay, Section 68, Rule XXII of RA 9184, partly states, "Xxx. The amount of the liquidated damages shall be at least equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Xxx";

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:



AMALIA J. DATUKAN, MBA
Regional Executive Director

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

By:

EVELYN C. TAMONI
Authorized Representative

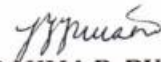
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Reviewed and Witnessed by:

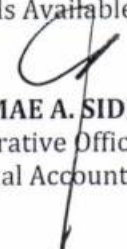

LORNA P. VILBAR, PhD.
Organic Agriculture-Focal Person


CARLENE C. COLLADO, CPA
BAC Chairman

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:

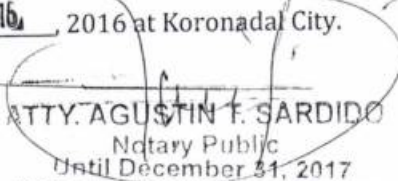
<u>NAME</u>	<u>Res. Cert.</u>	<u>Issued at</u>	<u>Issued on</u>
1. AMALIA J. DATUKAN, MBA	1095321	Koronadal City	January 20, 2016
2. EVELYN C. TAMONI			

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 10 of AUG 2016, 2016 at Koronadal City.

Doc No. : 234
Page No. : 47
Book No. : XIV
Series of 2016


ATTY. AGUSTIN F. SARDIDO
Notary Public
Until December 31, 2017
PTR No. 1392015 01-04-2015
IBP No. 1013351 01-11-2015