



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. : 3824351
 Contract Number : 2016-0394

CONTRACT OF CONSTRUCTION

This AGREEMENT is made and entered this day JUN 28 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 C.A. BETALAC CONSTRUCTION AND GENERAL MERCHANDISE with principal address at Alunan Highway, Tacurong City, represented by its Proprietress, ELNA S. BETALAC hereinafter called the "Second Party";

WITNESSETH

Whereas, the First Party has a project of Concreting of Gapok - Baluan FMR Phase II in Brgy. Gapok, Senator Ninoy Aquino, Sultan Kudarat with the Approved Budget for the Contract (ABC) of Twenty- Eighteen Million Thirty-Four Thousand Six Hundred Twenty-Four Pesos and 06/100 Only (Php18,034,624.06);

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 (PLGU) of Sultan Kudarat's counterpart as shown below:

DA-12 SOCSKSARGEN Food Security Program (85%)	: Php15,346,456.12
PLGU Sultan Kudarat (15%)	: 2,708,198.14
Total Approved Budget for the Contract (ABC)	: Php18,054,654.26

Whereas, a public bidding was conducted last May 24, 2016 with only one (1) bidder and Marcus Construction owned by its Proprietress, Elna S. Betalac was declared as Single Calculated and Responsive Bid in the amount of Eighteen Million Thirty-Four Thousand Six Hundred Twenty-Four Pesos and 06/100 Only (Php18,034,624.06);

Whereas, the First Party has accepted the bid of the Second Party which shall be completed within two hundred fifty (250) calendar days upon receipt of Notice to Proceed, with the following Project Description and Scope of Works, to wit:

Project Description : Concreting of 1,840 l.m. road at 5.0 l.m. width and 20cm thickness with 1.0 l.m. road shouldering on both sides, Construction of RCPC cross drainage structures with headwall, construction of lined canal with catch basin

Scope of Works:

Item 100(1)	-- Clearing & Grubbing	: 5,100m ²
Item 102 (4)	-- Roadway Excavation (surplus common)	: 1,469.60 m ³
Item 103(1)a	-- Structure Excavation	: 276 m ³
Item 105	-- Sub Grade Preparation	: 11,900 m ²
Item 201	-- Aggregate Base Course	: 4,887.50 m ³
Item 311(1)a	-- Portland Cement Concrete Pavement (200mmthk)	: 8,500 m ²
Item 311(1)b	-- Portland Cement Concrete Pavement (150mm thk shouldering)	: 195m ²
Item 500(1)c	-- Pipe Culvert 36" dia	: 8.00 l.m.
Item 500(6)	-- Grouted Riprap (Class B)	: 18.00 m ³
SPL1	-- Headwall	: 1.72 m ³
SPL2	-- Retaining Wall & Concrete Barrier	: 112.32

SPL3	- Open Lined Canal & Catch Basin	: 31.766 m ³
SPL4	- Chute & Apron	: 3.481 m ³
SPL5	- Information Signage	: 7.00 units

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

CA BETALAC CONSTRUCTION &
GENERAL MERCHANDISE

by: 
ELNA S. BETALAC
Proprietress

REVIEWED AND WITNESSED BY:

GHC
ENGR. GINALYN F. C. CACHUELA
Project Manager
SOCKSARGEN ADPO

CC
CARLENE C. COLLADO, CPA
BAC Chairman

ALLOCATION OF FUNDS:

RKB
RAKMA B. BUISAN
Regional Budget Officer

AVAILABILITY OF FUNDS:

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

Prepared by:

MS
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. Elna S. Betalac	_____	_____	_____

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 JUN 28 2016, 2016 at _____

Notary Public

Veronica A. Dondeca
VERONICA A. DONDECA
NOTARY PUBLIC

UNTIL DECEMBER 31, 2016
RD NO. 1013280-01-05-16-16
TAX NO. 1013280-01-05-16-16-16
TAX EXEMPTION NO. V-000465
ROLL OF ATTY. NO. 30229

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