



Republic of the Philippines

DEPARTMENT OF AGRICULTURE

Regional Field Office No. 12
CSA-1 Building, Zulueta Street
Koronadal City
Tel No./Fax No. (083)-520-0564

Reference No. : 3468256
Contract Number : 2015-887

CONTRACT OF CONSTRUCTION
Negotiated Procurement

MAR 23 2016

This AGREEMENT is made and entered this ____ day of _____, 2016 between DEPARTMENT OF AGRICULTURE-RFO XII, Koronadal City, Philippines, represented by its Regional Executive Director, AMALIA J. DATUKAN, MBA hereinafter called the "First Party" and WINCH MECHANICAL INNOVATIONS & GENERAL CONSTRUCTION, INC. with principal address at National Highway, Brgy. Fatima, General Santos City, represented by its General Manager, SAMUEL L. SIA hereinafter called the "Second Party";

WITNESSETH

Whereas, the First Party invited a Negotiated Procurement under Two-Failed Biddings for the Line Item No. 1 : Establishment of 2 units Vermi-Composting Facility Prototype B with Complete Small Farm Implements and has accepted a Bid by the Second Party for the establishment of the said project with the total amount of Five Hundred Seventy-Seven Thousand Two Hundred Eighty-Five Pesos and 97/100 (Php577,285.97);

Whereas, the bidding was conducted last October 26, 2015 with only one (01) participating bidder which is Winch Mechanical Innovations and General Construction, Inc. represented by its General Manager, Samuel L. Sia and was declared as the bidder who submitted the Single Calculated and Responsive Bid in the amount of Five Hundred Seventy-Seven Thousand Two Hundred Eighty-Five Pesos and 97/100 (Php577,285.97);

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

- Locations:
1. Brgy. Daguma, Bagumbayan, Sultan Kudarat
 2. Brgy. Población, Bagumbayan, Sultan Kudarat

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) Approved and Funded Purchase Request;
 - b) Approved Program of Works and Estimates;
 - c) Approved Plans and Designs;
 - d) Advertisement;
 - e) Approved Notice of Award;
 - f) Performance Bond;
 - g) Special Conditions of the Contract;
 - h) General Conditions of the Contract;
 - i) PERT/CPM of equivalent schedule of work;

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Php577,285.97

- j) License copy of the Contractor;
- k) Abstract of Bids for Bid project;
- l) Resolution of the Bids and Awards Committee as the case may be; and
- m) 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 establish and complete 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 warranty of one (01) year for the necessary repairs and maintenance and services must be strictly observed. 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. Said amount shall be released after the lapse of the warranty period;
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 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

by:

Amalia J. Daturan
 AMALIA J. DATURAN, MBA
 Regional Executive Director

WINCH MECHANICAL INNOVATIONS
 AND GEN. CONSTRUCTION, INC.

by:

Samuel L. Sia
 SAMUEL L. SIA
 General Manager

REVIEWED AND WITNESSED BY:

[Signature]
TED E. YBANEZ
GRB - PANAMA Focal Person

[Signature]
CARLOS C. COLLADO, CPA
BAC Chairman

Allocation of Funds:

[Signature]
RAKMA B. BUISAN
Regional Budget Officer

Availability of Funds:

[Signature]
ANNA MAE A. SIDIÑO
OIC - Regional Accountant/
Administrative Officer V

Prepared by:

[Signature]
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			
2. Samuel L. Sia			

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 23 2016 day of _____, 2016 at
CITY OF KORONADAL SOUTH COTABATO

Notary Public
[Signature]
VERONICA A. DONDIEGO
NOTARY PUBLIC
UNTIL NOVEMBER 31, 2016
REG. NO. 15183 - 21-07-15 - GSC
CITY OF KORONADAL - 21-04-16-KOR. C.M.
REGISTRATION NO. 100465
OFFICE OF ATTY. NO. 20229

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Book No. : II
Series of 2016

- 1. Amalia J. Datukan
- 2. Samuel L. Sia

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