



Republic of the Philippines  
DEPARTMENT OF AGRICULTURE  
Regional Field Office 12  
CSA Building, Zulueta Street, Koronadal City  
BAC Secretariat Office Tel. / Fax No. 5200564

ITB Reference No. 3545390  
Contract No. 2015-1006

**CONTRACT**

KNOW ALL MEN BY THESE PRESENTS:

MAR 01 2016

This contract made and entered this \_\_\_\_ day of \_\_\_\_\_ 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 COFEJOK CONSTRUCTION & SUPPLY CORPORATION with principal address at Corner Magbanua & Don Buencamino Streets, Kalawag I, Isulan, Sultan Kadarat, represented by its President, FELIPA S. SOMODIO, hereinafter called as the Second Party;

**WITNESSETH**

Whereas, the First Party has a project of Construction of Payong-Payong Diversion Dam and Concreting of Main Canal with the Approved Budget for the Contract of Six Million Three Hundred Fifty-Nine Thousand Six Hundred Six Pesos and 69/100 (Php6,359,606.69);

Whereas, a public bidding was conducted on December 9, 2015 with two (2) participating bidders where Cofejok Construction and Supply Corporation won in the bidding and was awarded the Construction of Payong-Payong Diversion Dam and Concreting of Main Canal as the bidder who submitted the Lowest Calculated Responsive Bid in the amount of Five Million Two Hundred Eleven Thousand Four Hundred Fifty-Nine Pesos and 90/100 (Php5,211,459.90);

Whereas, the First Party has accepted the bid of the Second Party in the amount of Five Million Two Hundred Eleven Thousand Four Hundred Fifty-Nine Pesos and 90/100 (Php5,211,459.90) which shall be completely constructed within One Hundred Fifty (150) calendar days at Brgy. Payong-Payong, Pigcawayan, North Cotabato upon receipt of the approved Notice to Proceed with the following scope of works, to wit:

- I. Riverbank Protection Dike
  - Length : 66.4 meters
- II. Clearing and Grubbing
  - Length : 34 meters
- III. Irrigation Works
  - Length : 2.8 meters
- IV. Irrigation Works
  - Main Canal Length : 1,041 meters
- V. Concrete Signage with DA Logo and Markings

**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 Program of Works and 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 the 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 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 (1) 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 XII

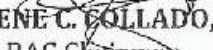
Cofejok Construction & Supply Corporation

By:   
AMALIA J. DATUKAN, MBA  
Regional Executive Director

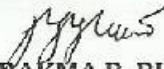
By:   
FELIPA S. SOMODIO  
President

Reviewed and Witnessed by:

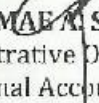
  
ENGR. ERWIN A. ARGUELLES  
Chief, RAED

  
CARLENE C. COLLADO, CPA  
BAC Chairman

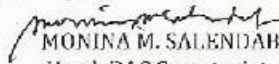
OK as to allocation of funds:

  
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:

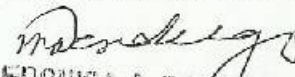
NAME	Res. Cert.	Issued at	Issued on
1. AMALIA J. DATUKAN, MBA	1095321	Koronadal City	January 20, 2016
2. FELIPA S. SOMODIO	09086444	Isulan, SK	Jan 11, 2016

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 MAR 21 2016 of 2016 at Koronadal City.

Doc No. : 210  
Page No. : 41  
Book No. : 5  
Series of 2016

  
VERONICA A. DORDIEGO  
NOTARY PUBLIC

MAR 21 2016  
OFFICE OF THE NOTARY PUBLIC  
CORONADAL CITY  
CORONADAL CITY