



**Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office 12
Regional Center, Carpenter Hill, Koronadal City
BAC Secretariat Office Tel. / Fax No. 083-8780793**

ITB Reference No. 3618622
Contract No. 2015-1141

CONTRACT

MAR 21 2016

KNOW ALL MEN BY THESE PRESENTS:

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 **CEK CONSTRUCTION & WATER SUPPLY** with principal address at **Jamison St., Kalawag II, Isulan, Sultan Kudarat**, represented by its **Proprietor, CELSO D. PEÑALOSA**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a project of **Construction of San Jose Spring Irrigation Project** with the **Approved Budget for the Contract of Three Million Twenty-Six Thousand Twenty-Eight Pesos and 55/100 (Php3,026,028.55)**;

Whereas, a public bidding was conducted on January 21, 2016 with only one (1) participating bidder which was **CEK Construction & Water Supply** and was awarded the **Construction of San Jose Spring Irrigation Project** being the bidder who submitted a **Single Calculated and Responsive Bid** in the amount of **Two Million Eight Hundred Fifty-Three Thousand Eight Hundred Twelve Pesos and 30/100 (Php2,853,812.30)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Two Million Eight Hundred Fifty-Three Thousand Eight Hundred Twelve Pesos and 30/100 (Php2,853,812.30)** which shall be completely constructed within **One Hundred Fifty (150) calendar days** at **Brgy. San Jose, Banga, South Cotabato** upon receipt of the approved Notice to Proceed with the following scope of works, to wit:

- I. Construction of camp & other facilities and Movement of Equipment
- II. Diversion of Water Creek
- III. Access road
 - Graveling: 548 meters
- IV. Inlet structure
- V. Canal woks
 - Canal length : 900 meters
- VI. Concrete signage with DA logo and markings

NOW THEREFORE, for and in consideration of the following premises, the parties hereto agreed as follows:

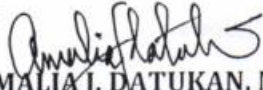
1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
 - a) Funded and Approved Purchase Request;
 - b) Approved Program of Works and Estimates;
 - c) Approved Plans and Designs;
 - d) Advertisement;
 - e) Approved Notice of Award;
 - f) Performance 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

CEK Construction & water Supply

By: 
AMALIA J. DATUKAN, MBA
 Regional Executive Director

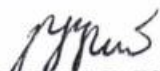
By: 
CELSO D. PEÑALOSA
 Proprietor

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:

9
ANNA MAE A. SIDEÑO
Administrative Officer V /
Regional Accountant

rgp

Prepared by:

MONINA M. SALENDAB
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. CELSO D. PEÑALOSA			

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. : 211
Page No. : 42
Book No. : #
Series of 2016

Veronica A. Dondiego
VERONICA A. DONDIEGO
NOTARY PUBLIC

UNTI, DECEMBER 31, 2016
EP NO. 1003990-01-05-16-GSC
EP NO. 1003990-01-04-16-KOR. CITY
MALE REGISTRATION NO. V-000465
R. O. OF ATTY. NO. 30229