



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office 12
Regional Center, Carpenter Hill, Koronadal City
BAC Secretariat Office Tel. / Fax No. 5200564

ITB Reference No. 3632428
Contract No. 2016-0030

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

JUN 03 2016

This contract made and entered this 03 day of JUN 03 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 **JOHN RAY DEVELOPER AND SUPPLIES** with principal address at **Brgy. Balindog, Kidapawan City, North Cotabato**, represented by its **Proprietor, REYNALDO EMBODO**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a project of **Construction of Perimeter Fence (Extension) in DA-CEMIARC, Balindog, Kidapawan City** with the **Approved Budget for the Contract of Three Million Five Hundred Thousand Six Hundred Thirty-Seven Pesos and 36/100 (Php3,500,637.36)**;

Whereas, a public bidding was conducted on February 3, 2016 with two (2) participating bidder in which **John Ray Developer and Supplies** won in the bidding and was awarded the **Construction of Perimeter Fence (Extension) in DA-CEMIARC, Balindog, Kidapawan City** as the bidder who submitted a **Lowest Calculated Bid** in the amount of **Three Million Two Hundred Eighty-Six Thousand Nine Hundred Seven Pesos and 15/100 (Php3,286,907.15)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Three Million Two Hundred Eighty-Six Thousand Nine Hundred Seven Pesos and 15/100 (Php3,286,907.15)** which shall be completely constructed within **One Hundred Forty (140) calendar days** at **DA-CEMIARC, Balindog, Kidapawan City** upon receipt of the approved Notice to Proceed with the following scope of works, to wit:

Project description: Extension of Perimeter Fence from left side 741 meters at 247 spans at the height of 2.00 meters from the top of N.G.L.

- I. Structure Excavation
- II. Masonry Works
- III. Reinforced Concrete (concrete column, beam, concrete box and footing)
- IV. Fabrication and Installation of the wall grills

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

By: 


AMALIA J. DATUKAN, MBA
Regional Executive Director

John Ray Developer and Supplies

By: 

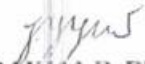
REYNALDO EMBUDO
Proprietor

Reviewed and Witnessed by:

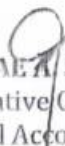

LORNA P. VILBAR, Ph. D
OAP Focal Person


CARLENE C. COLLADO, CPA
BAC Chairman

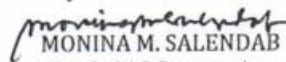
OK as to allocation of funds:


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:

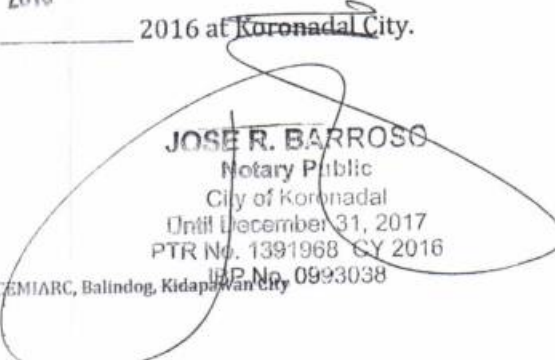
<u>NAME</u>	<u>Res. Cert.</u>	<u>Issued at</u>	<u>Issued on</u>
1. AMALIA J. DATUKAN, MBA	10/11 1095321	Koronadal City	January 20, 2016
2. REYNALDO EMBODO	10/11 023380	KORONADAL CITY	01-05-16

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 JUN 16 2016 of _____ 2016 at Koronadal City.

Doc No. : 00
Page No. : 4
Book No. : VII
Series of 2016


JOSE R. BARROSO
Notary Public
City of Koronadal
Until December 31, 2017
PTR No. 1391968 CY 2016
IBP No. 0993038