



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Unit No. 12
Regional Center, Carpenter Hill, Koronadal City
BAC Secretariat Office Tel/Fax No. 083-878-0793

ITB Reference No. 3545401
Contract No. 2015-1007

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

1 2016

This Contract made this ____ day of _____, 2016 between **DEPARTMENT OF AGRICULTURE, REGIONAL FIELD OFFICE XII, Koronadal City, Philippines**, represented by its **Regional Executive Director, AMALIA J. DATUKAN, MBA** hereinafter called the **First Party** and **TRI-VERT CONSTRUCTION & SUPPLY** with principal address at **21 Lapu-lapu St., Poblacion 3, Midsayap, Cotabato**, represented by its **Authorized Representative, ROY S. FALMARIN** called the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a project of **Construction of Pinamulaan Diversion Dam** with the **Approved Budget for the Contract of Five Million Three Hundred Twenty-Seven Thousand Three Hundred Twenty-Three Pesos and 98/100 (Php5,327,323.98)**;

Whereas, a public bidding was conducted on December 9, 2015 with two (2) participating bidders where **Tri-vert Construction and Supply** won in the bidding and was awarded the **Construction of Pinamulaan Diversion Dam** in the amount of **Five Million Eleven Thousand Three Hundred Forty Pesos (Php5,011,340.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Five Million Eleven Thousand Three Hundred Forty Pesos (Php5,011,340.00)** which shall be completely constructed within **One Hundred Fifty (150) calendar days** at **Sitio Bulucaon, Brgy. Pinamulaan, Pigcawayan, North Cotabato** upon receipt of the approved **Notice to Proceed** with the following scope of works, to wit:

- I. Dam Works
 - Dam Length: 14 meters
- II. Outlet Works (Left Side)
 - Length: 5.2 meters
- III. Outlet Works (Right Side)
 - Length: 2.8 meters
- IV. Irrigation Works
 - Left Side Length: 450 meters
 - Right Side Length: 200 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";

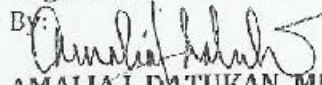
6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

7. This agreement shall be valid and binding upon approval of both parties.

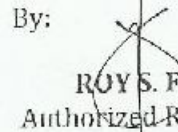


IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above.


Department of Agriculture,
Regional Field Office XII

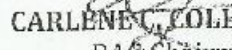
By: 
AMALIA J. DATUKAN, MBA
Regional Executive Director

Tri-vert Construction & Supply

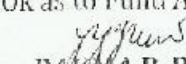
By: 
ROY S. FALMARIN
Authorized Representative

REVIEWED AND WITNESSED BY:

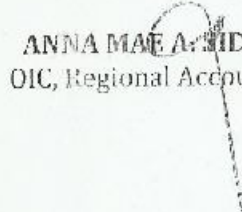

ENGR. ERWIN ARGUELLES
RABD, Chief


CARLENE C. COLLADO, CPA
BAC Chairman

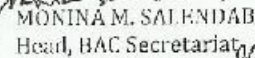
Ok as to Fund Allocation:


REGINA B. BUISAN
Regional Budget Officer

Funds Available:


ANNA MAE A. TIDEÑO
OIC, Regional Accountant

Prepared by:


MONINA M. SALENDAB
Head, BAC Secretariat

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Koronadal) S.S.

Before me, a Notary Public for Koronadal City Personally appeared the following:

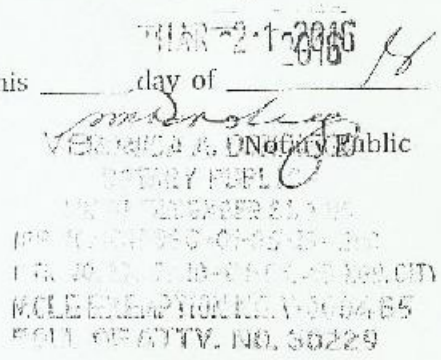
<u>NAME</u>	<u>Res. Cert.</u>	<u>Issued at</u>	<u>Issued on</u>
1. AMALIA J. DATUKAN, MBA	1095321	Koronadal City	January 20, 2016
2. ROY S. FALMARIN			

Known to me to be the same persons who executed the foregoing documents and acknowledge that the same is their voluntary act and deed.

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 21 day of MAR, 2016 at Koronadal City.

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Series of 2016


VERONICA A. DNUBLE
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