



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

ITE Reference No. 3649368
 Contract No. 2016-0064

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered this ____ day of MAR 22 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 ISULAN ECT CONSTRUCTION AND GENERAL MERCHANDISE, INC. with principal address at NATIONAL HIGHWAY, KALAWAG 3, ISULAN, SULTAN KUDARAT represented by its AUTHORIZED MANAGING OFFICER, EVELYN CAMACHO TAMONI, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a project of Construction of Marguez Diversion Dam (Teruvian Type) with the Approved Budget for the Contract of Four Million Four Hundred Eighty-Three Thousand Eighty-Seven Pesos and 91/100 (Php4,483,087.91);

Whereas, a public bidding was conducted on February 9, 2016 with two (2) participating bidder in which Isulan ECT Construction & General Merchandise, Inc. was awarded the Construction of Marguez Diversion Dam (Teruvian Type) being the bidder who submitted a Lowest Calculated Responsive Bid in the amount of Three Million Seven Hundred Seventy-Two Thousand Six Hundred Four Pesos and 43/100 (Php3,772,604.43);

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of Three Million Seven Hundred Seventy-Two Thousand Six Hundred Four Pesos and 43/100 (Php3,772,604.43) which shall be completely constructed within One Hundred Fifty (150) calendar days at Brgy. Marguez, Esperanza, Sultan Kudarat 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. Dam Works
 - Dam Length: 17.00 meters
- IV. Outlet Works
 - Pipe Length: 117.00 meters 0.20 meters diameter.
- V. Irrigation Works
 - Canal Length: 300 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;

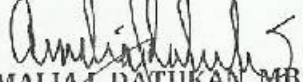
[Handwritten signature] 9

- 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.
- c. 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;
- d. 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.
- e. 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;
- f. 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";
- g. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and
- h. 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

Isulan ECT Construction & General Merchandise, Inc.

By: 
AMALIA J. DATUKAN, MBA
Regional Executive Director

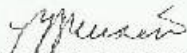
By: 
EVELYN CAMACHO TAMONI
Authorized Managing Officer

Reviewed and Witnessed by:


ENGR. ERWIN A. ARGUELLES
Chief, RAED


CARLENE G. COLLADO, CPA
BAC Chairman

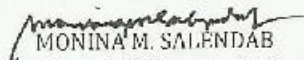
OK as to allocation of funds:


RAKMA B. BUISAN
Regional Budget Officer

Funds Available:


ANNA MAL-A. SIDENIO
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 | 1095321 | Koronadal City | January 20, 2016 |
| 2. EVELYN CAMACHO TAMONI | | | |

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 22 2016 2016 at Koronadal City.

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Page No. : 60
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Series of 2016


RICHARD C. FETISMA
Notary Public
Until December 31, 2016
PTR No. 2442302/1-09-2016/TSK
IBP Lifetime No. 03562
MCLE Compliance No. IV-0021755/8-27-2013
MCLE Compliance No. V-0000913/9-30-2013
TIN No. 930 - 703 - 267
Roll No. 45518