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REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
Elliptical Road, Diliman, Quezon City



PROJECT : REPAIR OF VARIOUS DAR CENTRAL OFFICE FACILITIES PHASE III
REFERENCE : DAR BAC Resolution No. 35 series of 2017

CONTRACT AGREEMENT

THIS AGREEMENT made this ___ day of December 2017 between the Department of Agrarian Reform (DAR) of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and Steven Construction & Supply, of Lot 6 Blk. 1, Central City Subdivision, Tahao Rd., Legazpi City, (hereinafter called "the Contractor") of the other part:

WHEREAS, the Procuring Entity is desirous that the Contractor execute PBD 17-12, Repair of Various DARCO Facilities Phase III (hereinafter called "the Works") and the Procuring Entity has accepted the Bid for Philippine Pesos Eight Million Three Hundred Three Thousand Two Hundred Six and 31/100 (Php 8,303,206.31) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:

- Annex A General and Special Conditions of Contract;
- Annex B Drawings/ Plans;
- Annex C Specifications;
- Annex D Invitation to Bid;
- Annex E Instructions to Bidders;
- Annex F Bid Data Sheet;
- Annex G Addenda and/or Supplemental Bid Bulletins, if any;
- Annex H Bid form, including all the documents/ statements contained in the Bidder's bidding envelopes, as annexes and all other documents submitted;
- Annex I Eligibility requirements, documents and/or statements;
- Annex J Performance Security;
- Annex K Notice of Award of Contract and the Bidder's conforme thereto;
- Annex L Construction Schedule and S-Curve
- Annex M Manpower Schedule
- Annex N Construction Methods
- Annex O Equipment Utilization Schedule
- Annex P Construction Safety and Health Program
- Annex Q PERT/CPM

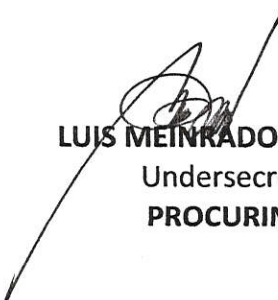
DAR BUDGET DIVISION
OBLIGATED

O.R.S No.: 02-102101-2017-12-8646 Date: 12/29/17
P.A.P.: _____ Acct. Code: 202130400
Fund: 101 Amount: 8,303,206.31
Resp. Code: GAS-Admin Control #: 1555
Date: 12/29/2016

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects. In case of delays in the delivery/ performance of required services specified in this Contract due to the Contractor's fault, the Procuring Entity shall deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the contract pursuant to GCC Clause 9, without prejudice to other courses of action and remedies open to it.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof of the parties thereto have caused this Agreement to be executed the day and year first before written.


LUIS MEINRADO C. PAÑGULAYAN
Undersecretary, LAO
PROCURING ENTITY



ARNULFO P. TUBIANOSA
Authorized Representative
Steven Construction & Supply
CONTRACTOR

WITNESSES


DIR. RENE E. COLOCAR
Director, Administrative Service


JONATHAN L. CRUZ
Liaison Officer

Certified Funds Available:


ROWENA U. AGBAYANI
Chief Accountant
01/2702101 - 2017-12-8646
₱ 8,303,206.31

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY)

ACKNOWLEDGMENT

DEC 29 2017

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this _____ day of December 2017 personally appeared:

Name	Competent Evidence of Identity
LUIS MEINRADO C. PAÑGULAYAN	TIN No. 105-329-620
MR. ARNULFO P. TUBIANOSA	Driver's License No. E05-85-000853

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT AGREEMENT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date place first above written.

Doc. No. 46
Page No. 10
Book No. 17
Series of 2017

B. Alfonso
ATTY. BENJAMIN F. ALFONSO
NOTARY PUBLIC
Until December 31, 2017
PTR NO. 3806846-G-1/6/17
IBP NO. 1038379-1/5/17
ADM NO. 046 1/5/17
ROLL NO. 13295
TIN NO. 177 967-619
MCLE COMPLIANCE NO. V 001882
NO. 34 ASSET ST. 6SIS VILLAGE Q.C.

Feb