

**CONTRACT FOR THE SUPPLY OF LABOR AND MATERIALS FOR THE "PROPOSED
UPGRADING AND EXPANSION OF ILOILO CITY SLAUGHTERHOUSE WITH
MEAT CUTTING FACILITIES, PHASE II"**

KNOW ALL MEN BY THESE PRESENTS:

This contract executed and entered into this 17th day of January, 2013 at ~~Quezon City~~ **ILOILO CITY** by and between:

The **NATIONAL MEAT INSPECTION SERVICE**, a government agency with principal address at BAI Compound, Visayas Avenue, Diliman, Quezon City, represented herein by its Executive Director, **DR. MINDA S. MANANTAN**, hereinafter referred to as the **NMIS**;

And

PATRILA BUILDERS, INC. a private entity duly organized and existing by virtue of the laws of the Republic of the Philippines with principal addresses at Room 201, AJL Building, General Luna St., Iloilo City, represented herein by **MR. LYNDON P. LATAQUIN**, CEO/President of Patrila Builders, Inc. hereinafter referred to as the **CONTRACTOR**;

WITNESSETH:

WHEREAS, the **NMIS** desires to procure the Supply of Labor and Materials for the Project: "**Proposed Upgrading and Expansion of Iloilo City Slaughterhouse with Meat Cutting Facilities, Phase II**", located at Brgy. Taças, Jaro, Iloilo City;

WHEREAS, the **NMIS** held a public bidding for this purpose, through the Special Bids and Awards Committee on December 27, 2012 at 10:00 AM at the NMIS Conference Hall, Visayas Avenue, Diliman, Quezon City;

WHEREAS, the **CONTRACTOR** joined the bidding for this project whose bid the **NMIS**, through the recommendation of the Special Bids and Awards Committee, had accepted, and has awarded such project to the **CONTRACTOR** as bidder with the Single Calculated and Responsive Bid, for a contract price of: **FOUR MILLION NINE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY FIVE PESOS AND SEVENTY SIX CENTAVOS (Php 4,948,755.76)**.

CONTRACT DOCUMENTS

The following documents shall form part of this contract:

1. Contract agreement;
2. Bidding documents;
3. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, Technical specifications, Technical drawings and all other documents/statements submitted
4. PCAB license;
5. Notice of Award of Contract;
6. Performance Security;
7. Credit line ; and
8. Other contract documents such as the construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, and PERT/CPM.

AGREEMENT

The **CONTRACTOR** agrees to furnish all materials, equipment, supplies, labor, superintendence and other incidentals and to perform and complete the entire contract works under this Contract and that the **NMIS** agrees to pay for such, as described in the Contract Documents. Completed works shall mean that the project shall have been certified complete by the Technical Working Group (**TWG**) and Project Monitoring Officers (**PMO**), and verified by **NMIS Engineering Group**.

OBLIGATIONS OF THE CONTRACTOR

The **CONTRACTOR** agrees to perform well and faithfully all of the Contract Works indicated in the Contract Documents and shall furnish all the materials, equipment, supplies, labor and superintendence as a requisite for the successful completion of the works and shall carry out all duties and obligations imposed by the Contract Documents.

The **CONTRACTOR** shall notify the **NMIS** within ten (10) days prior to the moving out of major equipment upon completion of major activities within the approved program of works.

The **CONTRACTOR** further agrees to satisfactorily complete all the Contract Works under this Contract within **Ninety (90) Calendar Days** from the date of receipt of the Notice to Proceed.

OBLIGATIONS OF THE NATIONAL MEAT INSPECTION SERVICE

The **NMIS** agrees, subject to the terms and conditions in the Contract Documents, to pay to the **CONTRACTOR** the total amount of **FOUR MILLION NINE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY FIVE PESOS AND SEVENTY SIX CENTAVOS (Php 4,948,755.76)** which shall be paid on installment basis as provided for in this contract.

The **NMIS** shall, in collaboration with the Department of Agriculture and the Iloilo City Government, monitor the progress of the work through its duly designated Technical Working Group (**TWG**) and Project Monitoring Officers (**PMO**), to ascertain that the project is in accordance with the approved designs, plans and specifications until the completion of works.

MUTUAL OBLIGATIONS

The **NMIS** and the **CONTRACTOR** mutually agrees to perform, fulfill, abide by and submit to any provisions and requirements on all matters contained under R.A.9184 and its Implementing Rules and Regulations.

LIQUIDATED DAMAGES AND BONUSES

The parties hereby expressly agree that the Liquidated Damages as well as Bonuses, if there are any, under this Contract, shall be made and settled in accordance with the terms and conditions set forth under R.A.9184 and its Implementing Rules and Regulations.

PERFORMANCE SECURITY

In compliance with the condition in the Contract Documents, the Contractor hereby posts its Performance Security in accordance with Section 39 of the Implementing Rules and Regulations of R.A. 9184, which is valid and in effect for the entire duration of the Contract including extension.

The Performance Security shall be automatically forfeited in favor of **NMIS** should the **CONTRACTOR** fails to complete the project within the stipulated period without any justifiable reasons.

The Performance Security shall be submitted to the **NMIS**, which shall release the same after final inspection by the Commission on Audit (**COA**), acceptance of the works by **NMIS** and as certified by the **TWG** and **PMO** provided however, that Liquidated Damages and other claims, if any, had been settled.

ADVANCE PAYMENT

After the issuance of the Notice to Proceed (NTP), and subject to the written request of the **CONTRACTOR** and his submission of an Irrevocable Letter of Credit or bank guarantee, the **NMIS** may pay the **CONTRACTOR** an amount equivalent to fifteen percent (15%) of the Contract Price.

FINAL PAYMENT

The **NMIS** shall pay the **CONTRACTOR** the remaining amount in full or installment, based on the value of work satisfactorily completed and inspected by **COA**(local or national), as certified and endorsed by the **TWG** and **PMO**. In case of final or last payment, an acceptance by the **NMIS** of the completed project is required in addition to the aforesaid requirements.

WARRANTY

In order to assure that work defects shall be corrected by the **CONTRACTOR**, a warranty security shall be required from the **CONTRACTOR** for a minimum period of one (1) year after final acceptance by **NMIS**. The obligation for the warranty shall be covered by any of the following forms of warranty, representing a percentage of the total contract price as indicated: a.) cash or letter of credit (5%) b.) bank guarantee (10%) c.) surety bond (30%). The said amount shall only be released after the lapse of the warranty period.

INTEGRATION

The **NMIS** and the **CONTRACTOR** agree that this Contract, including the Contract Documents, expressly integrates all the agreements, undertakings, promises and covenants of the parties and supersedes any or all previous understanding and agreements, whether written or oral and that no modifications or alterations of the Contract shall be valid or binding on either party unless expressed in writing and executed by the same formality as this Contract, except as may otherwise be specifically provided for in this Contract. All provisions of law/statutes relevant to this undertaking are deemed included in this contract.

REVOCAION OF THIS CONTRACT

The Contract shall be automatically revoked if it was determined that the **CONTRACTOR** abandoned the project for at least thirty (30) days without cause and without prior approval from **NMIS** and the **NMIS** may re-award the remaining works to be done to another contractor after inspection and certification of completed works by the **COA**.

JURISDICTION

The parties hereby mutually agree that the venue of action for any cause or causes of actions, administrative, civil or criminal, which may arise from this Contract, shall be in Quezon City.

DOCUMENTATION

Documentation, notary fees and documentary stamps in connection with this Contract shall be charged to the account of the **CONTRACTOR**.

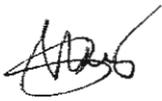
CONFIRMATION AND APPROVAL

This Contract shall be subject to confirmation and approval of the signatories in all pages of the Contract.

WITNESS WHEREOF, the parties hereto have set their hands at the place and date written herein.

NATIONAL MEAT INSPECTION SERVICE

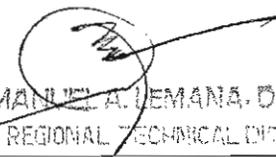
PATRILA BUILDERS, INC.

By: 

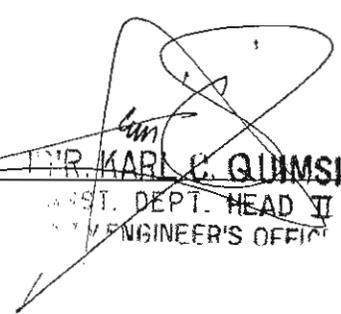
By:

DR. MINDA S. MANANTAN
Executive Director

MR. LYNDON P. LATAQUIN
CEO/President


EMMANUEL A. DEMANA, D.V.M.
CHS. REGIONAL TECHNICAL DIRECTOR

SIGNED IN THE PRESENCE OF


MR. KARL C. QUIMSINI
ASST. DEPT. HEAD II
ENGINEER'S OFFICE

FUNDS AVAILABLE:


EMMANUEL C. SISON
Accountant III

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
ILOILO CITY
QUEZON CITY

Before me, a duly commissioned Notary Public in the above named locally, this _____ day of _____, 2013, personally appeared the following who have shown to me their respective competent evidence of identities and also avows under penalty of laws to the whole truth of the foregoing:

NAME	Tax Identification No.	Issuing office/Address
DR. MINDA S. MANANTAN		
MR. LYNDON P. LATAQUIN	<u>126-156-765</u>	<u>R200 074 116116 413</u>

They further acknowledged to me that their respective signatures on this instrument were voluntarily affixed by them for the purpose stated herein, Furthermore, they declared to me that they have executed the foregoing instrument as their free and voluntary act and deed and as the instrumentality of government and private entity herein represented and that they have authority to sign for and behalf of their respective principals.

This instrument refers to a Contract for "Upgrading and Expansion of Iloilo City Slaughterhouse with Meat Cutting Facilities, Phase II" consisting of four (4) pages including this page wherein this acknowledgment clause is printed, has been signed by the parties and their instrumental witness on every page thereof.

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

NOTARY PUBLIC
Doc. No. 298
Page No. 60
Book No. LXXXI
Series of 2013

RICHARD F. JERUTA
NOTARY PUBLIC
UNTIL DEC. 31, 2013
PTR NO. 4028813 - 1/2/13
IBP NO. 891039 - 1/2/13
ATTORNEY ROLL NO. 45690
REG. NO. 72