



**DOST-PCAARRD**

Department of Science and Technology

**PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC AND NATURAL RESOURCES  
RESEARCH AND DEVELOPMENT**

17 12 - 65 1

**OFFICE OF THE EXECUTIVE DIRECTOR**

**NOTICE TO PROCEED**

01 December 2017

**MR. TITO S. SANCHEZ**

Sculptor

Jupiter St., L.A. Village, Brgy. Tuntungin  
Los Baños, Laguna

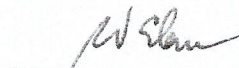
Dear **Mr. Sanchez:**

The attached Contract Agreement (CA), having been signed, notice is hereby given to you that work may proceed effective **three (3) days** upon receipt of this notice for the project, "**Repair and Improvement of BPK Oblation/Marker**" in PCAARRD, Los Baños, Laguna.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the bid documents, and the CA.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Institution Development Division (IDD), PCAARRD.

Very truly yours,

  
**REYNALDO V. EBORA**  
Acting Executive Director

I acknowledge receipt of this Notice on: DEC 18, 2017  
(Date of Receipt)

Name of the Representative of the Bidder: \_\_\_\_\_

Authorized Signature:  \_\_\_\_\_



# CONTRACT AGREEMENT

This **AGREEMENT**, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT (PCAARRD)**, a government agency with principal office at Los Baños, Laguna, herein referred to as the "**OWNER**" and represented herein by its Acting Executive Director, **DR. REYNALDO V. EBORA**;

and

**TITO S. SANCHEZ** a Sculptor with address at Jupiter St., L.A. Village, Brgy. Tuntungin, Los Baños, Laguna, herein referred to as the "**SCULPTOR**".

## WITNESSETH THAT

WHEREAS, the Philippine Council for Agriculture, Aquatic and Natural Resources Research and Development (PCAARRD) agreed to a negotiated procurement for the project, "**REPAIR AND IMPROVEMENT OF BPK OBLATION/MARKER**" at PCAARRD, Los Baños, Laguna;

WHEREAS, the Institution Development Division (IDD) in its letter dated September 28, 2017 requested procurement for the Repair and Improvement of the BPK Oblation/Marker with an ABC of PhP400,000.00;

WHEREAS, the Bulwagan Panday Karunungan (BPK) Oblation has been a fixture and integral part of the PCAARRD headquarters for almost 20 years now;

WHEREAS, overtime, the figure has deteriorated which exposes the staff to risk brought about by its possible topping over, especially during inclement weather conditions accompanied by strong winds;


WHEREAS, the oblation has been part of PCAARRD's branding efforts since the early 2000's, as most of PCAARRD brochures, leaflets, giveaways, event programs and certificates feature the oblation;


WHEREAS, the centerpiece in the DPITC's Faylor Room (3-D Mural) also features the oblation as it symbolizes the importance of improving the human resource capacities of our network of researchers through training programs conducted in the BPK;

WHEREAS, to ensure the appropriate service, maintain its aesthetic appeal and to protect the artist's intellectual property, the IDD commissioned Mr. Tito S. Sanchez, the artist who originally made the marker and requested him to submit his proposal;

- WHEREAS, repair of the structure will consist of the following scope of work:
- removal of the top half since the crack is located in the hip of the structure; and
  - reinforcement of the said restored part with aluminum bars to maintain its strength, anti-corrosiveness and weight;

WHEREAS, this scope of work is governed by Rule XVI of the IRR of RA9184, Section 53.6 which deals with "Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services". It is a method of procurement where Goods, Infrastructure Projects

  
**CAROLINA T. BOSQUE**  
Chief Accountant, FAD  
PCAARRD

  
(Contractor's Witness)  
**LOUIE MERCADO**

  
**JUANITO T. BATALON**  
Director, IDD  
PCAARRD

  
**TITO S. SANCHEZ**  
Sculptor

  
**REYNALDO V. EBORA**  
Acting Executive Director  
PCAARRD

and Consulting Services can be contracted to a particular supplier, contractor or consultant as determined by the HoPE for the above project;

WHEREAS, the contractor had complied with the following documents based on the Appendix A of Annex H – Consolidated Guidelines for the Alternative Methods of Procurement, of the 2016 Revised IRR of the RA 9184: a) Mayor's/Business Permit and b) PhilGEPS registration; and

NOW, THEREFORE, for and in consideration of the foregoing premises and of the terms and covenants hereinafter specified, the parties hereto have signed and hereby agree as follows:

**ARTICLE I - TIME COMPLETION**

The work to be performed by the **SCULPTOR** under this contract shall commence on the third (3rd) day upon receipt and acceptance of the *Notice to Proceed (NTP)* from the Owner. The project shall be completed within **SIXTY (60) CALENDAR DAYS**.

**ARTICLE II - THE CONTRACT SUM**

Upon inspection and acceptance by the OWNER, the SCULPTOR shall be paid the amount of **PESOS FOUR HUNDRED THOUSAND (P 400,000.00)** only, subject, however, to the usual government accounting and auditing rules and regulations.

**ARTICLE III - MANNER OF PAYMENT OF CONTRACTOR'S FEE**

Payments to the SCULPTOR on account of their fee, shall be made by the OWNER as follows:

1. Advanced payment of FIFTEEN PERCENT (15%) of the Total Contractor's fee per Project.
2. Upon completion and submission of the Final Design/drawings and Bid Documents to the OWNER, a sum equivalent to EIGHTY FIVE PERCENT (85%) of the Contractor's Fee per project.


**ARTICLE IV - LIQUIDATED DAMAGES**

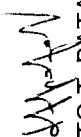
Where the Contractor refuses or fails to satisfactorily complete the work within the specified contract time plus any time extension duly granted and has defaulted under the contract, the SCULPTOR shall pay the OWNER for liquidated damages, and not by way of penalty, an amount equal to ONE-TENTH OF ONE PERCENT (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the OWNER shall rescind the contract, without prejudice to other courses of action and remedies open to it.

**ARTICLE V - VENUE OF COURT ACTION**

Should any court action be instituted by the OWNER or by the SCULPTOR arising from this Contract, the parties hereby agree that the venue thereof shall be the proper court in the Province of Laguna.

  
CAROLINA T. BOSQUE  
Chief Accountant, FAD  
PCAARRD

  
(Contractor's Witness)  
WUIE MEX-CADO

  
JUANITO T. BATALON  
Director, IDD  
PCAARRD

  
TITO S. SANCHEZ  
Sculptor

  
REYNALDO V. EBORA  
Acting Executive Director  
PCAARRD


In WITNESS WHEREOF, the parties to the Contract have to this date set their hands and seal at the bottom of this page and on the entire left margin of all pages of this AGREEMENT.

**PHILIPPINE COUNCIL FOR  
AGRICULTURE, AQUATIC AND  
NATURAL RESOURCES RESEARCH  
AND DEVELOPMENT (PCAARRD)**  
(Owner)

**TITO S. SANCHEZ**  
(Sculptor)

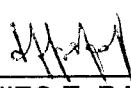
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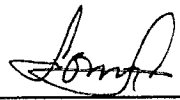
By:

  
**REYNALDO V. EBORA**  
Acting Executive Director

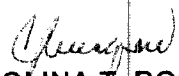
  
**TITO S. SANCHEZ**  
Sculptor

SIGNED IN THE PRESENCE OF:

  
**JUANITO T. BATALON**  
Director, IDD

  
**(Consultant's Witness)**  
LOUIE MERCADO

CERTIFIED FUNDS AVAILABLE:

  
**CAROLINA T. BOSQUE**  
Chief Accountant  
FAD-Accounting Section, PCAARRD

Republic of the Philippines)  
Province of ) S. S.  
Municipality of )

1712-051

**ACKNOWLEDGEMENT**

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 2015 appeared:

**DR. REYNALDO V. EBORA** with Philippine Passport No. EC0619896 issued at DFA Manila on March 20, 2014 and **TITO S. SANCHEZ** with Community Tax Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_, known to me to be the same persons who executed the foregoing instrument and who acknowledged the same to be their free and voluntary act and deed of the entities which they represent.

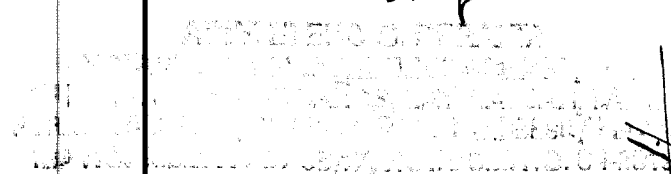
I further certify that the foregoing Contract Agreement consists of four (4) pages including the page on which this Acknowledgement is written, and the parties hereto and their witnesses have affixed their signature on the space provided for on this page and on the margin of each and every page.

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

\_\_\_\_\_  
(Notary Public)

Until : \_\_\_\_\_  
PTR No.: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
Issued at : \_\_\_\_\_

Doc. No. 499  
Page No. 107  
Book No. 298  
Series of 2013



*[Signature]*  
CAROLINA T. BOSQUE  
Chief Accountant, FAD  
PCAARRD

*[Signature]*  
(Contractor's Witness)  
LWUT MERCADO

*[Signature]*  
JUANITO BATALON  
Director, IDD  
PCAARRD

*[Signature]*  
TITO S. SANCHEZ  
Sculptor  
PCAARRD

*[Signature]*  
REYNALDO V. EBORA  
Acting Executive Director  
PCAARRD