



ITB Reference No. 2780389
 Contract No: 420

CONTRACT OF CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered this 15th day of October, 2014 by and between the DEPARTMENT OF AGRICULTURE, REGIONAL FIELD Office 12, KORONADAL CITY, represented by the Regional Executive Director, AMALIA J. DATUKAN, hereinafter called the First Party and Better Work Construction with principal address at Block 03, Triniville Subd., Koronadal City represented by its Proprietor, ENGR. ROGER P. CLARETE, hereinafter called as the Second Party;

WITNESSETH

Whereas, the First Party has a project of **Construction of Buto Diversion Dam and Concreting of Main Canal, Buto, Tampakan, South Cotabato** with the approved budget for the contract of **Six million One Hundred Forty-Four Thousand Fifty-Six Pesos and 27/100 (PHP6,144,056.27)**;

Whereas, a public bidding was conducted last September 2, 2014 with two (2) participating bidders in which Better Work Construction owned by ENGR. ROGER P. CLARETE was declared as the bidder who submitted the Lowest Calculated Responsive Bid in the amount of **Five Million Three Hundred Twenty Thousand Three Hundred Thirteen Pesos and 42/100 (PHP5,320,313.42)**;

Whereas, the First Party has accepted the bid of the Second Party for the **Construction of Buto Diversion Dam and Concreting of Main Canal, Buto, Tampakan, South Cotabato** in the amount of **Five Million Three Hundred Twenty Thousand Three Hundred Thirteen Pesos and 42/100 (PHP5,320,313.42)** which shall be completed within **one hundred fifty (150) calendar days** with the following specifications and program of works, to wit:

Item No.	Description	Unit	Quantity
I.	DAM WORKS:		
1.1	Embankment (Protection Dike)	cu.m.	432.00
1.2	Clearing and Grubbing	LS	
1.3	Rock Excavation	cu.m.	50.40
1.4	Common Excavation	cu.m	199.50
1.5	Backfill	cu.m	196.40
1.6	Class "A" Concrete	cu.m.	147.690
1.7	Reinforcing Steel Bar	kg.	6,793.74
1.8	Grouted Riprap	cu.m.	82.23
1.9	Gravel Blanket	cu.m.	41.115
1.10	Rubble Masonry	cu.m	102.58
1.11	Flashboard	assy	2.00
1.12	Trash Rack	assy	1.00
1.13	2" dia. PVC Pipe (Weep Hole)	Lin.m.	5.00

II Outlet Works			
II.1	Common Excavation	cu.m.	69.70
II.2	Structural backfill	cu.m.	50.28
II.3	Class "A" Concrete	cu.m.	10.10
II.4	Reinforcing Steel Bar	kg	454.50
II.5	Rectangular Sliding Steel Gate	assy.	1.00
III. Irrigation Works			
III.1	Excavation	cu.m.	630.00
III.2	Backfill	cu.m.	755.00
III.3	Concrete Class "A"	cu.m	194.60
III.4	Reinforcing Steel Bar	kg.	8,563.00
III.5	Grouted Riprap	cu.m	15.20
III.6	Gravel Blanket	cu.m	60.00
III.7	Flashboard	assy	1.00
III.8	24" dia. RCP	pcs.	9.00
IV Concrete Signage with DA logo and Markings			
IV.1	CHB, 4" x 8" x 16"	pcs.	124.00
IV.2	Cement	bags	16.00
IV.3	Sand	cu.m	1.00
IV.4	Gravel	cu.m.	2.00
IV.5	10mm dia. X 6m RSB	pcs.	11.00
IV.6	Tie wire	kg.	1.00
IV.7	Form Lumber	bdf.	20.00
IV.8	Plywood, 3/4" x 4' x 8'	pcs.	1.00
IV.9	CW Nails (asstd)	kg	5.00
VI.10	Engraved Printing with DA logo markings	lot	1.00

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 interpreted/construed as part of this agreement, viz:

- a. Plans, designs, Program of works
- b. Specifications
- c. Advertisement
- d. License copy of the contractor
- e. Certificate of availability of funds
- f. Performance Bond
- g. Bids and Abstract of Bids for the project
- h. Resolution of the Bids and Awards Committee as the case may be
- i. Approval of the Award by the Regional Director
- j. Letter of Acceptance of the winning bidder
- k. Official Government estimates, by work item and cost components
- l. Duly approved program of works and estimates
- m. PERT/CPM of equivalent schedule of work
- n. 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. A warranty of one (1) year for the necessary repairs and maintenance including parts 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, party 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.

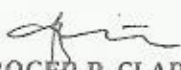
Department of Agriculture XII

By:


AMALIA J. DATUKAN, MBA
Regional Executive Director

Better Work Construction

By:

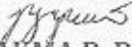

ENGR. ROGER P. CLARETE
Owner/Proprietor


ENGR. ERWIN A. ARGUELLES
OIC Chief, RAED

Reviewed and Witnessed by:


JIMMY M. OLIVO, Ph.D.
BAC chairman

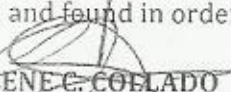
OK as to allocation of funds:


RAKMA B. BUISAN
Regional Budget Officer

Funds Available:


ANNA MAE A. SIDEÑO
Regional Accountant

Verified and found in order:


CARLENE C. COLLADO
OIC- Chief, Finance Division

ACKNOWLEDGMENT:

Republic of the Philippines)

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	08628843	Koronadal City	January 17, 2014
2. Engr. Roger P. Clarete	08658128	KORONADAL CITY	FEB. 24, 2014.

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 four (4) 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 02 of 01 2014 at

Doc No. : 165
Page No. : 33
Book No. : VI
Series of 2014

Veronica A. Dominguez
VERONICA A. DOMINGUEZ
Notary Public
UNITED STATES OF AMERICA
IBP NO. 00000000000000000000
TR. NO. 00000000000000000000
ROLL NO. 30229
MCLE Exemption No. 14,000,000