



ITB Reference No. 2129227
Contract No. 238

CONTRACT OF CONSTRUCTION

KNOW ALL MEN BY THESE PRESENT:

This contract made and entered this 2nd day of September, 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 Kabalantian Diversion Dam, Kabalantian, Arakan, Cotabato with the approved budget for the contract of Php3,585,000.00;

Whereas, a public bidding was conducted last July 30, 2014 with only one participating bidder which was the Better Work Construction owned by ENGR. ROGER P. CLARETE with the bid amount of Three Million Five Hundred Seventy-Nine Thousand Nine Hundred Seventy-Nine Pesos And 69/100 (Php3,579,979.69);

Whereas, the First Party has accepted the bid of the Second Party for the Construction of Kabalantian Diversion Dam, Kabalantian, Arakan, Cotabato in the amount of Three Million Five Hundred Seventy-Nine Thousand Nine Hundred Seventy-Nine Pesos And 69/100 (Php3,579,979.69) 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	Clearing And Grubbing	L.S.	1.00
1.2	Cofferdamming	L.S.	1.00
1.3	Structure excavation	cu.m.	350.00
1.4	Backfill	cu.m	119.00
1.5	Class "A" concrete	cu.m	74.815
1.6	Reinforcing Steel Bar	kg	3,217.05
1.7	Grouted riprap	cu.m.	98.70
1.8	Gravel Blanket	cu.m	44.26
1.9	Rubble Masonry	cu.m.	58.14
1.10	Flashboard	bd.ft.	40.00
1.11	Trash rack	L.S.	1.00
1.12	PVC Pipe (2" dia.)	l.m	38.00
II.	OUTLET WORKS		
II.1	Common Excavation	cu.m	84.30
II.2	Structural Backfill	cu.m	67.00
II.3	Concrete Class "A"	cu.m	9.429
II.4	Reinforcing Steel Bar	kg.	405.447
II.5	Rectangular Sliding Gate	L.S.	1.00

III

IRRIGATION WORKS

III.1	Excavation	cu.m	128.00
III.2	Backfill	cu.m	62.00
III.3	Class "A" concrete	cu.m	120.179
III.4	Reinforcing Steel Bar	kg.	6,167.70
III.5	Gravel Blanket	cu.m	39.00
III.6	Flashboard	bdf.	60.00

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";

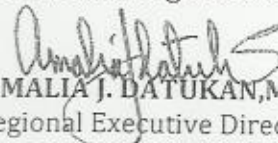
6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

A 2 9 

7. This agreement shall be valid and binding upon approval of the First Party, in accordance with the provisions of R.A. 9184.

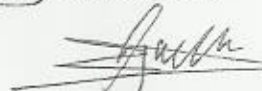
IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above.

Department of Agriculture XII

By: 
AMALIA J. DATUKAN, MBA
Regional Executive Director

Better Work Construction

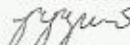
By: 
ENGR. ROGER P. CLARETE
Owner/Proprietor


ENGR. ERWIN A. ARGUELLES
OIC-Chief, RAED

Reviewed and Witnessed by:


JIMMY M. OLIVO, Ph.D.
BAC chairman

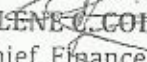
OK as to allocation of funds:


RAKMA B. BUISAN
Regional Budget Officer

Funds Available:


ANNA MAE A. SIDEÑO
Regional Accountant

Verified and found in order:


CARLENE C. COLJADO
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.			

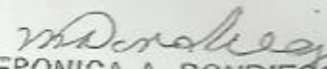
Known to me to be the same persons who executed the foregoing documents and acknowledged that the same are their voluntary acts and deeds.

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 and seal this _____ of _____ 2014 at

KORONADAL CITY SOUTHERN DISTRICT
Doc No. : 188
Page No. : 38
Book No. : V
Series of 2014

SEP 02 2014


VERONICA A. DONDIEGO
Notary Public

UNTIL DECEMBER 31 2015
IBP NO. 942319-01-00-10100
PTR NO. 105 074-01-02-01-0000-0000
ROLL NO. 30239
MOLE Exemption No. IV 001007