



ITB Reference No : 2748802
 Contract Number : 292

CONTRACT OF CONSTRUCTION

This AGREEMENT is made and entered this 21st day of August, 2014 between DEPARTMENT OF AGRICULTURE-RFO XII, Koronadal City, Philippines, represented by its Regional Executive Director, AMALIA J. DATUKAN, MBA hereinafter called the "First Party" and FPJ CONSTRUCTION AND SUPPLY, represented by its Proprietor, FERMIN P. PADERNILLA, JR. hereinafter called the "Second Party";

WITNESSETH

Whereas, the First Party has a project of Opening/Rehabilitation of Simsimon - Sabanal Proper FMR in Kalamansig, Sultan Kudarat with the Approved Budget for the Contract (ABC) of Three Million Eight Hundred Ninety Thousand Five Hundred Forty-Five Pesos and 08/100 (Php3,890,545.08).

Whereas, a public bidding was conducted last July 30, 2014 and FPJ Construction and Supply was declared as winning bidder in the amount of Three Million Seven Hundred Forty-Four Thousand Two Hundred Eighty-Three Pesos and 15/100 only (Php3,744,283.15).

Whereas, the First Party has accepted the bid of the Second Party which shall be completed within one hundred twenty calendar days upon receipt of Notice to Proceed (NTP), with the following Scope of Works, to wit:

Scope of Works:

- 102 (2) Surplus Common Excavation	- 4,890.00 cum
- 103 Structure Excavation	- 210 cum
- 104 Embankment	- 775 cum
- 105 Sub-Grade Preparation	- 4,000 sqm
- 200 Aggregate Sub Base Course	- 400 cum
- 201 Aggregate Base Course	- 690 cum
- 311 PCCP	- 1,000 sqm
- 404 Reinforcing Steel Bar	- 516 kg
- 405 Structural Concrete Class A	- 12 cum
- 500 (1b) 910 mm dia. RCCP	- 40 lnm
- 505 Stone Masonry	- 25 cum

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 read and construed as part of this agreement, viz.:

- a) Approved Purchase Request;
- b) Approved Program of Works and Estimates;
- c) Approved Plans and Designs;
- d) Advertisement;

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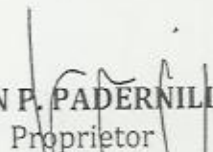
- e) Approved Notice of Award;
 - f) Performance Bond;
 - g) PERT/CPM of equivalent schedule of work;
 - h) License copy of the Contractor;
 - i) Abstract of Bids for Bid project;
 - j) Resolution of the Bids and Awards Committee as the case may be; and
 - k) Other pertinent documents as may be reasonable 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. The warranty of one (01) year for the necessary repairs and maintenance 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, partly 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 RFO XII
by:


AMALIA J. DATUKAN, MBA
Regional Executive Director

FPJ Construction & Supply
by:


FERMIN P. PADERNILLA, JR.
Proprietor

Handwritten initials and marks:
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 Ad

REVIEWED AND WITNESSED BY:

ENGR. *CJR* CLAIRE J. RUDAS
FMR Focal Person

J
JIMMY M. OLIVO, PhD.
BAC Chairman

Allocation of Funds:

RB
RAKMA B. BUISAN
Regional Budget Officer

Availability of Funds:

AS
ANNA MARA A. SIDIÑO
OIC - Regional Accountant

Verified and Found in Order:

CC
CARLENE C. COLLADO CPA
OIC Chief, Finance Division

ACKNOWLEDGMENT

Republic of the Philippines
ISULAN, SULTAN KUDARAT

Before me, a Notary Public for Koronadal City personally appeared the following:

NAME	Res. Cert.	Issued at	Issued on
1. Amalia J. Datukan	08628843	Koronadal City	January 17, 2014
2. Fermin P. Padernilla, Jr.	02926736	ISULAN, SULTAN KUDARAT	JANUARY 20, 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 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 21st day of August, 2014 at
ISULAN, SULTAN KUDARAT

ARNOLD HARMADA
ARNOLD HARMADA
Notary Public
Until December 31, 2014
PTR No. 2065144/ 01-02-14/ ISK
IBP No. 847490 / 01-02-14/ ISK
Roll No. 38861/ 3-14-1994
TIN: 950-570-511

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