



DEPARTMENT OF AGRICULTURE

Regional Field Office XII
 Brgy. Carpenter Hill, General Santos Drive
 Koronadal City
 Tel. No./Fax No. : 083-228-3411 / 228-3413

ITB Reference No. : **3824332**
 Contract Number : **2016-0386**

CONTRACT OF CONSTRUCTION

This **AGREEMENT** is made and entered this day _____ of SEP 16 2016, 2016 between the **DEPARTMENT OF AGRICULTURE-RFO XII, KORONADAL CITY, PHILIPPINES**, represented by its **OIC-Regional Executive Director, CARLENE C. COLLADO, CPA** hereinafter called the **"First Party"** and **MJ TIONGSON CONSTRUCTION** with principal address at **Blk. 6, Lot 7, Malesido Homes Phase 3B, Brgy. San Isidro, General Santos City**, represented by its **Proprietor, MARK JEROME P. TIONGSON** hereinafter called the **"Second Party"**;

WITNESSETH

Whereas, the First Party has a project of **Construction of Demo Farm on Site Road to General Santos City Abattoir Building in Brgy. Sinawal, General Santos City** with the Approved Budget for the Contract (ABC) of **Four Million Eight Hundred Sixty Thousand Nine Pesos and 09/100 Only (Php4,860,009.09)**;

Whereas, the project shall be on **85/15** scheme wherein the **eighty-five percent (85%)** cost of the project shall be charged to **DA-RFO 12 SOCKSARGEN Food Security Program CY 2016 Fund** and the **fifteen percent (15%)** cost shall be the **Local Government Unit (LGU) of General Santos City's** counterpart as shown below:

| | |
|---|--------------------------|
| DA-12 SOCKSARGEN Food Security Program (85%) | : Php4,131,007.73 |
| LGU General Santos City (15%) | : 729,001.36 |
| Total Approved Budget for the Contract (ABC) | : Php4,860,009.09 |

Whereas, a public bidding was conducted last May 24, 2016 with three (3) participating bidders and MJ Tiongson Construction owned by its Proprietor, Mark Jerome P. Tiongson was declared as winning bidder in the amount of **Four Million Two Hundred Two Thousand Five Hundred Four Pesos and 20/100 Only (Php4,202,504.20)**;

Whereas, the First Party has accepted the bid of the **Second Party** which shall be completed **within ninety (90) calendar days** upon receipt of Notice to Proceed, with the following Project Description and Scope of Works, to wit:

| | | |
|----------------------------|---|---------------------------|
| Project Description | : Concreting of 567 l.m. Concrete Road at 6.1l.m. width and 20cm thickness with programmed road shouldering 1.0 l.m. on both sides. | |
| Scope of Works: | | |
| Item 102-2 | - Roadway Excavation (Surplus Common) | : 1,895.40 m ³ |
| Item 105 | - Sub Grade Preparation | : 4,592.70 m ² |
| Item 201 | - Aggregate Base Course | : 1,145.34m ³ |
| Item 311 | - Portland Cement Concrete Pavement | : 3,467.80 m ² |
| SPL 1 | - Construction Signages | : 4.00 units |


Location : Brgy. Sinawal, General Santos City

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) Funded and Approved Purchase Request;
 - b) Approved Programs of Works and Detailed Estimates;
 - c) Approved Plans and Designs;
 - d) Advertisement;
 - e) Approved Notice of Award;
 - f) Performance Bond;
 - g) PERT/CPM of equivalent schedule of work;
 - h) License copy of 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 completed 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 project 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 completion of the project;
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 of 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 signatures on the day written above.

DEPARTMENT OF AGRICULTURE-REGION 12
by:


CARLENE C. COLLADO, CPA
OIC-Regional Executive Director

MJ TIONGSON CONSTRUCTION
by:


MARK JEROME P. TIONGSON
Proprietor

REVIEWED AND WITNESSED BY:

GHC
ENGR. GINALYN E. C. CACHUELA
Project Manager
SOCKSARGEN ADPO

L.P. Vilbar
LORNA P. VILBAR, PhD
BAC Chairman

ALLOCATION OF FUNDS:

R.B. Buisan
RAKMA B. BUISAN
Regional Budget Officer
8/21/16

AVAILABILITY OF FUNDS:

A.M.A. Sideño
ANNA MAE A. SIDEÑO
OIC-Regional Accountant/
Administrative Officer V

ACKNOWLEDGMENT

Republic of the Philippines)
City of Koronadal)SS

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

| NAME | Res. Cert. | Issued at | Issued on |
|----------------------------|------------|----------------|------------------|
| 1. Carlene C. Collado, CPA | 01105150 | Koronadal City | February 8, 2016 |
| 2. Mark Jerome P. Tiongson | _____ | _____ | _____ |

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 _____ day of SEP 16 2016, 2016 at CITY OF KORONADAL.

Veronica A. Doka
VERONICA A. DOKA
Notary Public
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
BP NO. 1013330-01-05-16-110
PTR NO. 1930218-01-02-16-KOR CITY
MCLE EXEMPTION NO. V-000465
ROLL OF ATTOR. NO. 20229

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Series of 2016