



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
 Regional Field Office XII
 Brgy. Carpenter Hill, General Santos Drive
 Koronadal City
 Tel. No./Fax No. : 083-520-0460

ITB Reference No. : 3618639
 Contract Number : 2015-1149

CONTRACT OF CONSTRUCTION MAR 18th 2016

This **AGREEMENT** is made and entered this day _____ of _____, 2016 between the **DEPARTMENT OF AGRICULTURE-RFO XII, KORONADAL CITY, PHILIPPINES**, represented by its **Regional Executive Director, AMALIA J. DATUKAN, MBA.** hereinafter called the "**First Party**" and **FREDEN CONSTRUCTION** with principal address at **Zone 7, Blk. 8, Brgy. Fatima, General Santos City**, represented by its **Proprietor, FREDDIE M. LAPADA** hereinafter called the "**Second Party**";

WITNESSETH

Whereas, the **First Party** has a project of **Concreting of Lun Masla - Kinam FMR Phase II in Brgy. Lun Masla/Kinam, Malapatan, Sarangani Province** with the Approved Budget for the Contract (ABC) of **Twenty-Six Million Three Hundred Forty-Three Thousand Seven Hundred Three Pesos and 17/100 Only (Php26,343,703.17)**;

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 **Provincial Local Government Unit (PLGU)** of Sarangani's counterpart as shown below:

DA-12 SOCKSARGEN Food Security Program (85%)	: Php22,392,147.69
PLGU Sarangani (15%)	: 3,951,555.48
Total Approved Budget for the Contract (ABC)	: Php26,343,703.17

Whereas, a public bidding was conducted last January 21, 2016 with two (2) participating bidders and Freden Construction owned by its Proprietor, Freddie M. Lapada was declared as winning bidder in the amount of **Twenty-Five Million Six Hundred Eighty-Four Thousand Five Hundred Ninety-Seven Pesos and 70/100 (Php25,684,597.70)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** which shall be completed **within two hundred fifty-two (252) calendar days** upon receipt of Notice to Proceed, with the following Project Description and Scope of Works, to wit:

Project Description : Concreting of 1,703.10 l.m. Concrete Road at 5.0 l.m. width and 20cm thickness with programmed road shouldering on both sides, Construction 3mx3mx12m Double Barrel Box Culvert, RCPC Cross Drainage Structures, 2,886 l.m. concrete lined canal and 36 l.m. Guardrail

Scope of Works:

SPL 1	- Mobilization/Demobilization	: 1 l.s.
SPL 2	- Project Billboard	: 5.95 m ²
SPL 3	- Concrete Lined Canal	: 2,886 l.m.
SPL 4	- Construction of 1 unit Top stand	: 1 unit
Item 100(1)	- Clearing and Grubbing	: 1.71 ha
Item 100(3)	- Individual Removal of Trees, Small	: 53 each
Removal of Structures and Obstructions		
Item 101(4a)	- Removal of Existing RCPC	: 7l.m.
Item 101(2b)	- Removal of Existing Topstand	: 1l.m

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Item 102(2)	- Surplus CommonExcavation	: 54,221.43 m ³
Item 102(3)	- Surplus RockExcavation	: 7,884.60 m ³
Item 101(1)	- Structure Excavation (Guardrails)	: 3.85 m ³
Item 103(3)	- Foundation Fill (RCPC)	: 95.68 m ³
Item 103(6)	- Pipe Culvert and Drain Excavation	: 1,015.72 m ³
Item 104(1)	- Embankment	: 361.83 m ³
Item 105(1)	- Sub Grade Preparation	: 13,879.67 m ²
Item 201	- Aggregate Base Course	: 3,796.44 m ³
Item 311(1)	- Portland Cement Concrete Pavement	: 8,515.50 m ²
Item 404 (a)	- Reinforcing Steel (Headwall, Catch Basin, Chute)	: 699.36 kg.
Item 405(1a)	- Structural Concrete Class "A" (Headwall, Catch Basin, Chute)	: 30.33 m ³
Item 500(1)	- Pipe Culvert & Storm Drains 910mm Ø	: 50l.m.
Item 404(b)	- Reinforcing Steel (Barrel, Barrel Edge,wingwall/apron & Cut off wall)	: 9,369.68 kg
Item 405(1b)	- Structural Concrete Class "A" (Barrel, Barrel Edge,wingwall/apron & Cut off wall)	: 131.30 m ³
Item 407(1)	- Lean Concrete	: 12 m ³
Item 506	- Stone Masonry	: 72.36 m ³
Item 603 (3a)	- Metal Guardrails (Metal Beam) including post	: 36 m ³
Item 603 (3b)	- Guardrail (End Piece)	: 4 each

Location : Barangay LunMasla/Kinam, Malapatan, Sarangani

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;

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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:


AMALIA J. DATUKAN, MBA.
 Regional Executive Director

FREDEN CONSTRUCTION

by:

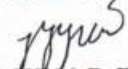

FREDDIE M. LAPADA
 Proprietor

REVIEWED AND WITNESSED BY:



ENGR. GINALYN FE C. CACHUELA
 Project Manager
 SOCSKSARGEN ADPO


CARLENE C. COLLADO, CPA.
 BAC Chairman

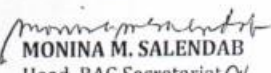
ALLOCATION OF FUNDS:


RAKMA B. BUISAN
 Regional Budget Officer

AVAILABILITY OF FUNDS:


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

Prepared by:


MONINA M. SALENDAB
 Head, BAC Secretariat

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. Amalia J. Datukan, MBA	01095321	Koronadal City	January 20, 2016
2. Freddie M. Lapada			

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.

MAR 18th 2016

Witness MY HAND AND SEAL, this _____ day of _____, 2016 at _____.

Veronica A. Dondiego
VERONICA A. DONDEGO
 NOTARY PUBLIC Notary Public

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 Book No. : 11
 Series of 2016

UNEXPIRED EXPIRES 01.05.2016
 IDP NO. 01095321 - 11-05-16-CSC
 *TAX NO. 01095321 - 11-04-16-KOR. CITY
 *CLEB ID NO. 1101V-000465
 *CALL DEPT. NO. 30229