



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. : 3824337
 Contract Number : 2016-0388

CONTRACT OF CONSTRUCTION JUN 28 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 PASE CONSTRUCTION with principal address at Ground Floor, Lax Hotel, Corner Rizal St., Extension Paredes St., Koronadal City, represented by its Proprietor, EMILIO B. PASCUA hereinafter called the "Second Party";

WITNESSETH

Whereas, the First Party has a project of **Concreting of National Highway - Acmonan FMR** in Brgy. Acmonan, Tupi, South Cotabato with the Approved Budget for the Contract (ABC) of **Nineteen Million Three Hundred Forty-Seven Thousand Two Hundred Forty-Nine Pesos and 74/100 Only (Php19,347,249.74)**;

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 South Cotabato's counterpart as shown below:

DA-12 SOCKSARGEN Food Security Program (85%)	: Php16,572,668.42
PLGU South Cotabato (15%)	: 2,924,588.55
Total Approved Budget for the Contract (ABC)	: Php19,497,256.97

Whereas, a public bidding was conducted last May 24, 2016 with four (4) participating bidders and Pase Construction and represented by its Proprietor, Engr. Emilio B. Pascua was declared as **Lowest Calculated Responsive Bid** in the amount of **Nineteen Million Three Hundred Forty-Seven Thousand Two Hundred Forty-Nine Pesos and 74/100 Only (Php19,347,249.74)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** which shall be completed **within two hundred five (205) calendar days** upon receipt of Notice to Proceed, with the following Project Description and Scope of Works, to wit:

Project Description : Concreting of 1.49175 km road at 6.70 l.m. width and 20cm thickness with 1.50 l.m. road shouldering on both sides, construction of RCP cross drainage structures, 809.33 l.m. CHB Lined Canal and 1-unit 1.60m x 2.0m x 10m Box Culvert

Scope of Works:

SPCL "A"	- Informative Signboard	: 1 set
PIPE CULVERT WITH CATCH BASIN		
Item 103(6)	- Structure Excavation	: 221.82m ³
Item 500(1)	- Pipe Culver 910mm diaRCPC	: 34l.m.
Item 405(1)	- Structural Concrete Class "A"	: 12.22 m ³
PCCP		
Item 102(2)	- Surplus Excavation	: 2,781.46 m ³
Item 104(1)	- Embankment	: 2,162.68 m ³
Item 105 (1)	- Sub Grade Preparation	: 14,663.98 m ²
Item 201	- Aggregate Base Course (Base & Shoulder)	: 4,353.84 m ³
Item 311(1)	- Portland Cement Concrete Pavement	: 9.994.73 m ²

CHB LINED CANAL

SPCL "B"	- Concrete Demolition	: 0.40 m ³
Item 102(2)	- Common Canal Excavation	: 1,055.12 m ³
Item 103(3)	- Canal Backfill (side borrow)	: 1,002.371m.
Item 405(1)	- Structural Concrete Class "A"	: 95.71 m ³
SPCL "C"	- chb Lined Canal w/ Plastering	: 809.33 l.m.

1.60m x 2.0m x 10.0m BOX CULVERT

SPCL "D"	- Detour Road	: 1.0 l.s.
Item 103(1)	- Structure excavation	: 54.40 m ³
Item 405(2)	- Structural Lean Concrete (Class "B")	: 1.0m ³
Item 405(1)	- Structural Concrete (Class "A")	: 19.53m ³
Item 404	- Reinforcing Steel	: 2,333.69 kg
Item 103(3)	- Foundation Backfill	: 38.40 m ³

Location : Brgy. Acmonan, Tupi, South Cotabato

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: 
AMALIA J. DATUKAN, MBA.
 Regional Executive Director

PASE CONSTRUCTION

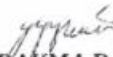
by: 
EMILIO B. PASCUA
 Proprietor

REVIEWED AND WITNESSED BY:

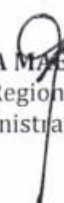

ENGR. GINALYN B. CACHUELA
 Project Manager
 SOCKSKSARGEN ADPO


CARLENE G. COLLADO, CPA
 BAC Chairman

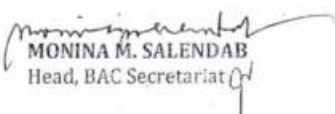
ALLOCATION OF FUNDS:


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. Emilio B. Pascua			

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.

JUN 28 2016 

Witness MY HAND AND SEAL, this _____ day of _____, 2016 at
CITY OF KORONADAL SOUTH COTABATO


VERONICA A. DONDIEGO
 NOTARY PUBLIC

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 Series of 2016

UNTIL DECEMBER 31, 2015
 BP NO. 101-102-103-104-105-106
 PTR NO. 101-102-103-104-105-106
 CITY