



**DEPARTMENT OF AGRICULTURE**

REGIONAL FIELD OFFICE No. 12  
CSA-I BUILDING, ZILUETA STREET  
KORONADAL CITY  
TEL. NO./FAX NO. (083)-520-0564

Reference No. : 2802717  
Contract Number : 565

**CONTRACT OF CONSTRUCTION**

This AGREEMENT is made and entered this 13<sup>th</sup> day of November, 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 HANNA VIA DESIGN AND CONSTRUCTION with principal address at Bethel Street, Romana Estate I, City Heights, General Santos City, represented by its Proprietor, JAMES STEPHEN B. CARPE hereinafter called the "Second Party";

**WITNESSETH**

Whereas, the First Party has a project of Construction of One (01) unit Nursery Facility in Demo Farm, Brgy. Sinawal, General Santos City with the Approved Budget for the Contract (ABC) of One Million Six Hundred Sixty-Eight Thousand Thirty-Six Pesos and 21/100 (Php1,668,036.21).

Whereas, a public bidding was conducted last September 19, 2014 with three (03) participating bidders and Hanna Via Design and Construction was declared as winning bidder in the amount of One Million Four Hundred Eighty Thousand Three Hundred Ninety Pesos and 32/100 (Php1,480,390.32).

Whereas, the First Party has accepted the bid of the Second Party which shall be completed within fifty-five (55) calendar days upon receipt of Notice to Proceed (NTP), with the following Project Description and Scope of Works, to wit:

**Project Description** : Construction of Mixing and bagging sheds (open type building), rooting chamber & grow out plots (screen covered), plant hardening area with water supply

**Scope of Works:**

- I - Clearing of Site : 1 lot
- II - Excavation (pedestal footing & wall footing) : 86.01 m<sup>3</sup>
- III - Gravel Bedding : 30 m<sup>3</sup>
- IV - Rebars : 1,470.27 kg
- V - Concrete Works : 68.97 m<sup>3</sup>
- VI - Masonry Works : 550 m<sup>2</sup>
- VII - Plastering (smooth) : 467.20 m<sup>2</sup>
- VIII - Steel Works : 1 lot
- IX - Plumbing Works : 1 lot
- X - Sprinkler System : 1 lot
- XI - Painting Works (steel & concrete) : 538.33 m<sup>2</sup>

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;
  - e) Approved Notice of Award;
  - f) Performance Bond;
  - g) Special Conditions of the Contract;
  - h) General Conditions of the Contract;
  - i) PERT/CPM of equivalent schedule of work;
  - j) License copy of the Contractor;
  - k) Abstract of Bids for Bid project;
  - l) Resolution of the Bids and Awards Committee as the case may be; and
  - m) 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  
by:

  
AMALIA J. DATUKAN, MBA  
Regional Executive Director

Hanna Via Design and Construction  
by:

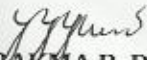
  
JAMES STEPHEN B. CARPE  
Proprietor

REVIEWED AND WITNESSED BY:

  
GINALYN F. C. CACHUELA  
Project Manager  
SOCKSARGEN ADPO

  
JIMMY M. OLIVO, PhD.  
BAC Chairman

Allocation of Funds:

  
RAKMA B. BUISAN  
Regional Budget Officer

Availability of Funds:

  
ANNA MAE A. SIDEÑO  
OIC - Regional Accountant

Verified and Found in Order:

  
CARLENE C. COLLADO, CPA  
OIC Chief, Finance Division

ACKNOWLEDGMENT

Republic of the Philippines)  
City of Koronadal)SS

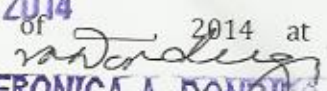
Before me, a Notary Public for Koronadal City personally appeared the following:

NAME	Res. Cert.	Issued at	Issued on
1. Amalia J. Datukan	08628843	Koronadal City	January 17, 2014
2. James Stephen B. Carpe	28955442	General Santos City	January 2, 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 NOV 18 day of 2014 at Koronadal City

  
TERONICA A. DONDEGO  
Notary Public

UNTIL DECEMBER 31, 2015

BP NO. 9422

EX NO. 1051394-01-03-14-CITY OF KORONADAL

ROLL NO. 30229

EXEMPTION No. IV-000550

Doc No. : 390  
Page No. : 71  
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Series of 2014