



**DEPARTMENT OF AGRICULTURE**

REGIONAL FIELD OFFICE No. 12  
CSA-1 BUILDING, ZULUETA STREET  
KORONADAL CITY  
TEL No./FAX No. (083)-520-0564

Reference No. : 2802690  
Contract Number : 555

**CONTRACT OF CONSTRUCTION**

This AGREEMENT is made and entered this 7<sup>th</sup> day of October, 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 NIRVANA CONSTRUCTION AND SUPPLIES with principal address at Corner Morrow Street & Datu Sinsuat Street, Brgy. Zone IV, Koronadal City represented by its Proprietor, MOISES RHONELL T. HOLLITE II hereinafter called the "Second Party";

**WITNESSETH**

Whereas, the First Party has a project of **Concreting of Tinaungan - Romualdez FMR Phase II** in Brgy. Tinaungan, Pres. Quirino, Sultan Kudarat with the Approved Budget for the Contract (ABC) of **Seven Million One Hundred Twenty Thousand Nine Hundred Forty-Four Pesos (Php7,120,944.00)**.

Whereas, a public bidding was conducted last September 22, 2014 with four (04) participating bidders and Nirvana Construction and Supplies owned by its Proprietor, Mr. Moises Rhonell T. Hollite II was declared as winning bidder in the amount of **Six Million Nine Hundred Seventy-Eight Thousand Two Hundred Seventy-Nine Pesos and 32/100 (Php6,978,279.32)**;

Whereas, the First Party has accepted the bid of the **Second Party** which shall be completed within **one hundred thirty-five (135) calendar days** upon receipt of Notice to Proceed (NTP), with the following Project Description and Scope of Works, to wit:

**Project Description** : Concreting of 0.52km road at 5.0 l.m. width and 20 cm thickness with 1.0 l.m. gravel shoulder on both sides, construction of triple barrel 610mm diameter RCPC with headwall, apron, cut off wall and wing wall on both sides and installation of 7 l.m. 910mm diameter RCPC with headwall on both sides

**Scope of Works:**

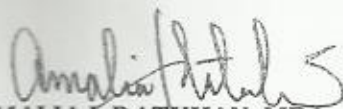
- |             |  |                           |
|-------------|--|---------------------------|
| Item 104    | - Embankment   | : 1,086.90 m <sup>3</sup> |
| Item 105    | - Subgrade Preparation   | : 4,160 m <sup>2</sup>    |
| Item 201    | - Aggregate Base Course  | : 1,726.40 m <sup>3</sup> |
| Item 311    | - Portland Cement Concrete Pavement  | : 2,600 m <sup>2</sup>    |
| Item 405(2) | - structure concrete class "B" (headwall Apron, Cut-off wall and wing wall | : 18.19 m <sup>3</sup>    |
| Item 500(1) | - Pipe Culvert 610mm diameter  | : 21 l.m.                 |
| Item 500(2) | - Pipe Culvert 910mm diameter  | : 7 l.m.                  |

**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) 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

Nirvana Constr'n & Supplies  
by:

  
MOISES RHONELL T. HOLLITE II  
Proprietor

REVIEWED AND WITNESSED BY:

  
GINALYN FEL C. CACHUELA  
Project Manager  
SOCSKSARGEN 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

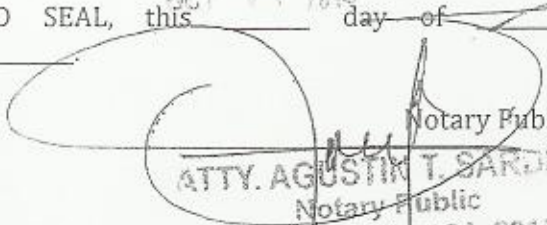
Before me, a Notary Public for Koronadal City personally appeared the following:

NAME	Res. Cert.	Issued at	Issued on
1. Amalia J. Datukan	08628843	Koronadal City	January 17, 2014
2. Moises Rhonnel Hollite II	08628055	Koronadal city	January 14, 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 OCT 14 2014 day of October, 2014 at

  
Notary Public  
ATTY. AGUSTIN T. BARDIOLA  
Notary Public

Doc No. : 379  
Page No. : 76  
Book No. : XIII  
Series of 2014

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