



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office 12
CSA Building, Zulueta Street, Koronadal City
BAC Secretariat Office Tel./Fax No. 5200564

ITB Reference No. 3616808
Contract No. 2015-1131

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

MAR 21 2016

This contract made and entered this ____ day of _____ by and between the DEPARTMENT OF AGRICULTURE, REGIONAL FIELD Office 12, KORONADAL CITY, represented by the Regional Executive Director, AMALIA J. DATUKAN, MBA hereinafter called the First Party and NIRVANA CONSTRUCTION and SUPPLIES with principal address at 59 A. Morrow St. Brgy. Zone 1, Koronadal City, represented by its general manager, MOISES RHONNEL T. HOLLITE II, hereinafter called as the Second Party;

WITNESSETH:

Whereas, the First Party has a project of the Construction of Village Type Feed Mill with the Approved Budget for the Contract of Eight Hundred Thirty Two Thousand Fifty Nine Pesos and 93/100 (Php. 832,059.93);

Whereas, a public bidding was conducted last January 05, 2016 with only One (1) participating bidder in which the NIRVANA CONSTRUCTION and SUPPLY was declared as the winning bidder with the bid amount of Eight Hundred Thirty Thousand One Hundred Thirty Seven Pesos and 34/100 (Php. 830,137.34);

Whereas, the First Party has accepted the bid of the Second Party for the Construction of Village Type Feed Mill in the amount Eight Hundred Thirty Thousand One Hundred Thirty Seven Pesos and 34/100 (Php. 830,137.34) which shall be completely constructed within 70 calendar days at Location: Brgy. San Mateo, Municipality of Aleosan, Cotabato Province with the following description, to wit:

Scope of Works:

- Item 800 - Excavation & Backfilling : 51.66 m3
- Item 900 - Concrete Works : 28.10 m3
- Item 1002 - Plumbling Works : 1.00 lot
- Item 1003 - Carpentry Works : 3,678.33 bd ft
- Item 1010 - Doors : 2 sets
- Item 1012 - Corrugated Metal Roofing : 341.71 m2
- Item 1100 - Conduits, Boxes & Fittings : 1 lot
- Item 1101 - Wires and Wiring Devices : 1 lot
- Item 1102 - Power Load Centers, Switch Gear & Panel Boards : 1 lot

[Handwritten signatures and initials on the left margin]

[Handwritten signature]

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 interpreted/construed as part of this agreement, viz:

- (a) Funded and Approved Purchase Request;
- (b) Plans, Designs, Program of Work
- (c) Specifications;
- (d) Advertisement;
- (e) Technical and Financial Documents of the bidder;
- (f) Performance Bond;
- (g) Bids and Abstract of Bids for the project;
- (h) Resolution of the Bids and Awards Committee as the case may be; and
- (i) Official Governments estimates, by work item and cost components;
- (j) Duly approved program of works and estimates;
- (k) PERT/CPM of equivalent schedule of work;
- (l) Other pertinent documents as may be reasonable required by the First Party.

2. 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

3. 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.

4. Should the Second Party incurred 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";

5. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

6. 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 - XII

NIRVANA Construction & Supplies


By:


AMALIA J. NATUKAN, MBA
 Regional Executive Director

By:


MOISES HONNEL T. HOLLITE II
 General Manager

Reviewed and Witnessed by:


ENGR. GINALYN C. CACHUELA
 Project Manager - SOCSKARGEN ADPO


CARLENE C. COLLADO, CPA
 BAC chairman

OK as to allocation of funds:

[Signature]
RAKMA B. BUISAN
Regional Budget Officer

Funds Available:

[Signature]
ANNA MAE A. SIDIÑO
Administrative Officer-V
OIC-Regional Accountant

Prepared by:

[Signature]
MONINA M. SALENDAU
Head, BAC Secretariat

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Koronadal)SS

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

<u>NAME</u>	<u>Res. Cert.</u>	<u>Issued at</u>	<u>Issued on</u>
1. AMALIA J. DATUKAN, MBA	1095321	Koron. City	1.20.16
2. MOISES R. HOLLITE II	34942176	for City	1.3.16

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.

Witnessed by my hand and seal this MAR 21 2016 of 2016 at

Doc No. : 266
Page No. : 33
Book No. : II
Series of 2016

[Signature]
VERONICA A. DONDIZO
NOTARY PUBLIC
EXPIRES OCTOBER 31, 2018
BAR NO. 112946 - (11-01-12-2002, CH)
MELS EXEMPTION NO. 090465
ROLL OF ATTY. NO. 80289