



Republic of the Philippines
COTABATO CITY STATE POLYTECHNIC COLLEGE
Sinsuat Avenue, Cotabato City

NOTICE TO PROCEED

November 09, 2020

Mr. Moises Rhonell Tan Hollite II
Proprietor/General Manager
Nirvana Construction and Supply
59-Albert Morrow Street, Brgy. Zone 1
Koronadal City

Dear Mr. Hollite,

Notice is hereby given to the **Proposed Five (5) Storey Academic Building (Phase 2)** (*PhilGEPS Reference No. 7149079*) may commence after the receipt of this Notice and Contract Agreement.

Upon receipt of this Notice, you are responsible for performing the services under the terms and conditions of the Contract and in accordance with Works and implementation schedule as specified in the documents.


Your firm shall coordinate with Project Monitoring Team for the purpose of liaison, approval of report and to expedite the progress of works stipulated in the contract.

Please acknowledge receipt and acceptance of this notice by signing all copies in the space provided below. Keep one copy and return the rest to Cotabato City State Polytechnic College.

Very truly yours,


SEMA G. DILNA, EdD
College President

Conformed


Proprietor/General Manager
Nirvana Construction and Supply
Date: 11/13/2020

CONTRACT AGREEMENT

THIS AGREEMENT, made between **COTABATO CITY STATE POLYTECHNIC COLLEGE** of Sinsuat Avenue, Cotabato City, Philippines hereinafter called the "**ENTITY**" and **NIRVANA CONSTRUCTION and SUPPLY** of 59-Albert Morrow Street, Brgy. Zone 1, Koronadal City, Philippines hereinafter called the "**CONTRACTOR**".

WHEREAS, the **ENTITY** is desirous that the **CONTRACTOR** execute the **PROPOSED FIVE (5) STOREY ACADEMIC BUILDING (Phase 2)** hereinafter called the "**WORKS**" with conditions stated in the Program of Works in the Bidding Documents and the **ENTITY** has accepted a Bid by the **CONTRACTOR** in the sum of **Twenty Million Two Hundred Forty Three Thousand Seven Hundred Forty-Six Pesos and Sixteen Centavos (P20,243,746.16)** hereinafter called the "**Contract Price**" for the execution and completion of such **WORKS** and the remedying of any defects therein and shall be completed within **Three Hundred Thirty (330)** calendar days.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Bidding Documents;
 - (b) Invitation to Bid;
 - (c) Plans and Drawings;
 - (d) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (e) Eligibility requirements, documents and/or statements;
 - (f) Performance Security; and
 - (g) Notice of Award of Contract and the Bidder's conforme thereto;
3. In consideration of the payments to be made by the Entity to the **CONTRACTOR** as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the **WORKS** within Two Hundred Forty (240) days and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the **CONTRACTOR** in consideration of the execution and completion of the **WORKS** and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract the times and in the manner prescribed by this Contract provided that the **CONTRACTOR** has satisfactorily complied with its contracted obligation and/or provides remedy to defects if necessary.
5. The payment scheme will be as follows as stated in the Clause 13.1(b) of the Bid Data Sheet (BDS) of the Bidding Documents, to wit: (3.1) Payment of Fifteen Percent (15%) mobilization fee after contractor has fully mobilized the initial equipment and key personnel required for the project and has complied all requirements set by the procuring entity. Taxes and retention (10%) will be deducted; (3.2) Second payment which is Thirty-Five Percent (35%) of the bid offer will be released upon Fifty Percent (50%) completion of the project as evaluated and recommended by the Agency Project Monitoring Team. Taxes and retention will be deducted; and (3.3) Final payment of Fifty Percent (50%) of the bid offer will be released upon 100% completion of the project as evaluated by the Agency Project Monitoring Team, less taxes and retention fee of 10%.
6. **Liquidated Damages:** The **CONTRACTOR** shall pay the **ENTITY** for Liquidated Damages (LD), an amount equal to one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance without further demand needed. The **ENTITY** shall deduct the LD from payments or any money due or which may due the **CONTRACTOR** under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the **CONTRACTOR** whichever is convenient to the **ENTITY**. Once the cumulative damages

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 - (g) Notice of Award of Contract and the Bidder's conforme thereto;
3. In consideration of the payments to be made by the Entity to the **CONTRACTOR** as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the **WORKS** within Two Hundred Forty (240) days and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the **CONTRACTOR** in consideration of the execution and completion of the **WORKS** and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract the times and in the manner prescribed by this Contract provided that the **CONTRACTOR** has satisfactorily complied with its contracted obligation and/or provides remedy to defects if necessary.
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reach ten (10) percent of the amount of this contract, the **CONTRACTOR** voluntarily agrees to have the contract rescinded by the **ENTITY**.

7. **Warranty:** Section 62 of the Revised IRR of RA 9184 shall apply, particularly on the procurement of infrastructure projects as stated in the provisions under Sections 62.2 thereon.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Binding Signature of Procuring **ENTITY**


SEMA G. DILNA, Ed.D.
College President

Binding Signature of **CONTRACTOR**


MOISES RHONELL TAN HOLLITE II
Gen. Manager/Proprietor
Nirvana Construction & Supply

Signed in the Presence of:


TENG A. ALIM, Ph.D.
VP – Admin. & Finance


ENGR. ARTURO B. CARDINAS
Project Engineer, Nirvana Construction & Supply

Republic of the Philippines)
Koronadal City)
_____)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cotabato in the Province of Maguindanao, personally appeared **MOISES RHONELL TAN HOLLITE II** with CTC No. 26384178 issued at Koronadal City on January 02, 2020 and **SEMA G. DILNA** with CTC No. 14066407 issued at Cotabato City on January 15, 2020, both known to me to be the same person who executed the foregoing instrument and acknowledgment to me that the same are their free and voluntary acts and deeds.

This instrument refers to a Contract for Infrastructure Project, consisting of two (2) pages including this page wherein the acknowledgment is written, were signed by the parties and their two instrumental witnesses on each and every page hereof.

Witness my hand and seal this _____ day of _____, 2020.

NOV 12 2020


MICHAEL A. IGNES
Notary Public

NOTARY PUBLIC
Until December 31, 2020
Roll of Attorney's No. 43445-37499
ACLE Compliance No. VI-0004559
Temp. IBP No. 1034-12-17-19-GSC
PTR. No. 2202710-1-24-2020
Koronadal City, South Cotabato
TIN: 197-399-988

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Book No. XI
Series of 2020



Republic of the Philippines
COTABATO CITY STATE POLYTECHNIC COLLEGE
Sinsuat Avenue, Cotabato City

NOTICE OF AWARD

October 19, 2020

Mr. Moises Rhonell Tan Hollite II
Proprietor/General Manager
Nirvana Construction and Supply
59-Albert Morrow Street, Brgy. Zone 1
Koronadal City

Dear Mr. Hollite,

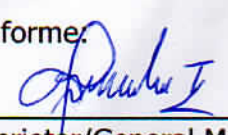
We are pleased to notify you that your bid proposal for the **Proposed Five (5) Storey Academic Building (Phase 2)** (*PhilGEPS Reference No. 7149079*) for the execution of the **NIRVANA CONSTRUCTION AND SUPPLY** at the contract price of **Twenty Million Two Hundred Forty Three Thousand Seven Hundred Forty-Six Pesos and Sixteen Centavos (P20,243,746.16)** is hereby accepted.

You are hereby required to provide within ten (10) days the following: **(a) Performance Security in the form and amount stipulated in Section 39.2 of the 2016 Revised IRR of RA9184**; and **(b) Certificate of Approval of Construction Safety Program from DOLE**. Failure to provide these requirements shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,


SEMA G. DILNA, EdD
College President

Conforme:



Proprietor/General Manager
Nirvana Construction and Supply
Date: _____