



Republic of the Philippines  
DEPARTMENT OF AGRICULTURE  
Regional Field Unit No. 12  
CSA Building, Zulueta Street, Koronadal City  
BAC Secretariat Office Tel/Fax No. 083-5200564



ITB Reference No. 3005733  
Contract No. 2015-069

CONTRACT

This Contract made this 17<sup>TH</sup> day of March, 2015 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 People's General Merchandise represented by its Manager, CORAZON Y. UY, hereinafter called as the Second Party;

Whereas, the First Party invited Bids for certain goods viz., **Various Office and Computer Supplies** and has accepted a Bid by the Second Party for the supply of those goods in the sum of **Seven Hundred Fifty-Five Thousand Four Hundred Forty-One Pesos and 15/100 (Php755,441.15)** hereinafter called "the Contract Price";

**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 Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
  - (a) Approved Purchase Request;
  - (b) Advertisement;
  - (c) Approved Notice of Award;
  - (d) Performance Bond;
  - (e) Bid form and the Price schedule submitted by the bidder;
  - (f) Schedule of requirements;
  - (g) Abstract of Bids for Bid project;
  - (h) Resolution of the Bids and Awards Committee as the case may be; and
  - (i) Other pertinent documents as may be reasonable required by the First Party.
3. The First Party hereby covenants to pay the Second Party in consideration of the provision of the goods and services and the remedying of defects therein, the contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
4. The Second Party hereby agrees to deliver the **Various Office and Computer Supplies to DA-RFO 12 Regional Office** within **thirty (30) calendar days** upon receipt of the Notice to Proceed;
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
9. This agreement shall be valid and binding upon approval of both parties.

*[Handwritten signatures and initials]*



IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above.

Department of Agriculture, RFO XII

By: *Amalia J. Datukan*  
AMALIA J. DATUKAN, MBA  
Regional Executive Director

People's General Merchandise

By: *Corazon Y. Uy*  
CORAZON Y. UY  
Manager

*Elizabeth B. Pusta*  
ELIZABETH B. PUSTA  
Chief, General Services Section

REVIEWED AND WITNESSED BY:

*Jimmy M. Olivo*  
JIMMY M. OLIVO, Ph.D.  
BAC chairman

Fund Allocation:

*Rakma B. Buisan*  
RAKMA B. BUISAN  
Regional Budget Officer

Funds Available:

*Anna Mae A. Sideño*  
ANNA MAE A. SIDEÑO  
Regional Accountant

Verified and found in order:

*Carlene C. Collado*  
CARLENE C. COLLADO, CPA  
OIC-Chief, Finance Division

ACKNOWLEDGMENT:

Republic of the Philippines)  
Koronadal City )

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.				
2.				

Known to me to be the same persons who executed the foregoing documents and acknowledge that the same is their voluntary act and deed.

This instrument consists of two (02) pages including this page in which the acknowledgment is written, and signed in the left hand margin of each and every page thereof by the parties and their witnesses.

Witness MY HAND AND SEAL, this MAR 31 2015 day of \_\_\_\_\_, 2015 at

~~KORONADAL CITY SOUTHERN COTABATO~~

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Series of 2015

*Veronica A. Dondego*  
VERONICA A. DONDEGO  
Notary Public  
Koronadal City  
PTT Building, Koronadal City  
MILE MARKER NO. 11-00000  
R.O. No. 30229

Prepared by: *Monina M. Salendab*  
MONINA M. SALENDAB  
BAC Secretariat-Head