



Republic of the Philippines  
**DEPARTMENT OF AGRICULTURE**

Regional Field Office No. 12  
CSA-1 Building, Zulueta Street  
Koronadal City  
Tel No./Fax No. (083)-520-0460

ITB Reference No. : 3022365  
Contract Number : 122

**CONTRACT**  
**Negotiated Procurement**

This AGREEMENT is made and entered this day MAY 13 2015, 2015 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 CENTRAL ISULAN MULTI-PURPOSE COOPERATIVE with principal address at Isulan Public Market, Isulan, Sultan Kudarat, represented by its Manager, ARLENE L. ADANIEL hereinafter called the "Second Party";

Whereas, the First Party invited a procurement for the supply and delivery of 2,822 bags Certified Palay Seeds and has accepted a Bid by the Second Party for the supply of those goods with the total amount Three Million Eight Hundred Thirty-Seven Thousand Five Hundred Thirty-Six Pesos and 16/100 (Php3,837,536.16).

**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) Funded and Approved Purchase Request;
  - b) Specifications;
  - c) Advertisement;
  - d) License copy of the contractor;
  - e) Certificate of availability of funds;
  - f) Performance Bond;
  - g) Bids and Abstract of Bids for Bid project;
  - h) Resolution of the Bids and Awards Committee as the case may be;
  - i) Approval of the Award by the Regional Director;
  - j) Letter of Acceptance of the winning bidder
3. The Second Party hereby agrees to supply and deliver the 2,822 bags Certified Palay Seeds at the DA-CEMIARC, Bololmala, Tupi, South Cotabato within thirty (30) calendar days with the following specifications, to wit:

**Specifications:**

- 40 kgs/bag

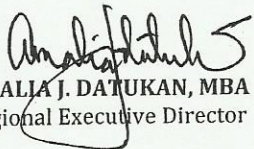
4. The First Party hereby covenants to pay the Second Party in consideration of the provision of the goods and services of high quality and efficiency and to remedy the defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract;
5. The Second Party hereby obliged to give demo and trainings for the recipients and after sales service must be strictly observed which include parts, maintenance and services within one year warranty period. Failure to comply this mechanism would be a ground for disqualification from any bidding processes of the Department of Agriculture, Region XII;
6. 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";
7. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

8. This agreement shall be valid and binding upon approval by both parties.

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

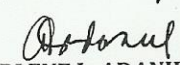
Department of Agriculture Region 12

by:

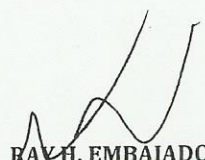
  
AMALIA J. DATUKAN, MBA  
Regional Executive Director


Central Isulan Multi-Purpose Cooperative

by:

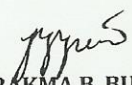
  
ARLENE L. ADANIEL  
Manager

REVIEWED AND WITNESSED BY:

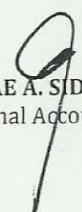
  
RAY H. EMBAJADOR  
Regional Rice Focal Person

  
JIMMY M. OLIVO, PhD.  
BAC Chairman


Allocation of Funds:

  
RAKMA B. BUISAN  
Regional Budget Officer

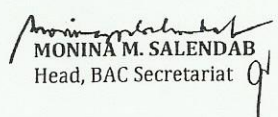
Availability of Funds:

  
ANNA MAE A. SIDEÑO  
OIC - Regional Accountant

Verified and Found in Order:

  
CARLENE E. COLLADO, CPA.  
OIC Chief, Finance Division

Prepared by:

  
MONINA M. SALENDAB  
Head, BAC Secretariat

**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	37420215	Koronadal City	January 12, 2015
2. Arlene L. Adaniel			

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 (03) 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      day of     , 2015 at

MAY 13 2015

~~KORONADAL CITY SOUTH COTABATO~~

*Veronica A. Dondego*  
**VERONICA A. DONDEGO**  
 Notary Public  
 Until December 31, 2016  
 IBP No. 07860-1-1-13 GST  
 PTR No. 125201-1-0-10 Kor. City  
 MCLE Exemption No. 19-000660  
 Roll No. 30229

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