



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office XII
Zulueta Street, Koronadal City

Bids and Awards Committee Office Tel./Fax No. (083) 520-1814



ITB Reference No. 3065031
Contract No. 2015-193

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered this JUN 02 2015 day of _____ by and between the DEPARTMENT OF AGRICULTURE, REGIONAL FIELD Office 12, KORONADAL CITY, represented by the Regional Executive Director, AMALIA J. DATUKAN, hereinafter called the **First Party** and Gabs Agri Supply and Buy & Sell with principal address at Purok Mainuswagon, Dajay, Surallah, South Cotabato, Philippines, represented by its, Proprietor, GABRIEL CUENCA GARLAN. Hereinafter called as the **Second Party**;

Whereas, the first party invited bids for certain goods viz., **Line Item No.1: 1,619 Bags Various Fertilizers (Urea, Complete and Potash)** and has accepted a Bid by the Second Party for the supply of those goods in the sum of **One Million Nine Hundred Two Thousand Three Hundred Ninety-Seven Pesos and 58/100 (Php1,902,397.58)** 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) Funded and 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 **Line Item No.1: 1,619 Bags Various Fertilizers (Urea, Complete and Potash)** within **Thirty (30) calendar days** upon receipt of the Notice to Proceed, with the following specifications and delivery locations, to wit:

Specifications:

- 678 bags Granular Urea Fertilizers (46-0-0)
- 667 bags Granular Complete Fertilizers (14-14-14)
- 274 bags Granular Potash Fertilizers (0-0-60)

Delivery Site:

- DA-CEMIARC, Tupi, South Cotabato

5. 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.

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";

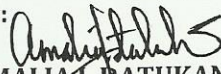
7. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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

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

Department of Agriculture XII


By:



AMALIA J. DATUKAN, MBA
Regional Executive Director


RAY H. EMBAJADOR
APP Rice Focal Person

Gabs Agri Supply and Buy & Sell

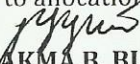
By:


GABRIEL CUENCA GARLAN
Proprietor

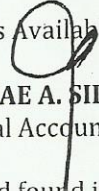

JIMMY M. OLIVO, Ph.D.
BAC chairman

Reviewed and Witnessed by:


OK as to allocation of funds:


RAKMA B. BUISAN
Regional Budget Officer

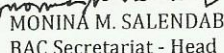
Funds Available:


ANNA MAE A. SIDEÑO
Regional Accountant

Verified and found in order:


CARLENE C. COLLADO, CPA
Chief, Administrative and Finance Division

Prepared by:


MONINA M. SALENDAB
BAC Secretariat - Head

