



ITB Reference No. 3065031
Contract Number: 193

CONTRACT

JUL 02 2015

This AGREEMENT made and entered into this ___ day of _____ 2015 between the DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE XII - KORONADAL CITY, represented by its Regional Executive Director, AMALIA J. DATUKAN, MBA hereinafter called as the First Party and GABS AGRI SUPPLY AND BUY & SELL with principal address at Purok Mainuswagon, Dajay, Surallah, South Cotabato represented by its Proprietor, MR. GABRIEL CUENCA GARLAN hereinafter called as the Second Party;

Whereas, the First Party has a procurement of 3,686 bags Organic Fertilizer with the total Approved Budget for the Contract (ABC) of One Million One Hundred Five Thousand Eight Hundred Pesos (Php1,105,800.00);

Whereas, the public bidding was conducted last March 23, 2015 and there was only one (1) bidder who participated for the Line Item No. 2: Supply and Delivery of 3,686 bags Organic Fertilizer;

Whereas, the First Party has accepted the bid offered of the Second Party for the Line Item No. 2: Supply and Delivery of 3,686 bags Organic Fertilizer with an amount of One Million Ninety-Eight Thousand Four Hundred Twenty-Two Pesos and 10/100 (Php1,098,422.10) which shall be completely delivered within thirty (30) calendar days;

NOW THEREFORE, for and in consideration of the following premises, the parties hereto agreed 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 Approved Purchase Request;
 - (b) Advertisement;
 - (c) Technical and Financial documents of the supplier/ contractor
 - (d) Performance Bond
 - (e) Abstract of Bid for Bid Project
 - (f) Resolution of the Bids and Awards Committee as the case may be
 - (g) Approval of the Award by the Regional Executive Director conformed by the Contractor/ Supplier
 - (h) 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 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.
4. The Second Party hereby agrees to supply and deliver **Line Item No. 2: Supply and Delivery of 3,686 bags Organic Fertilizer (Vermicast at 40 kg/ bag) at DA-Tupi, Bololmala, South Cotabato 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
7. This agreement shall be valid and binding upon approval of both parties.

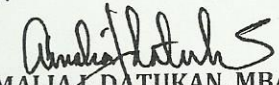
IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above.


Department of Agriculture,
Regional Field Office XII

Gabs Agri Supply & Buy & Sell


By:

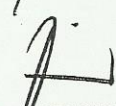
By:


AMALIA J. DATUKAN, MBA
Regional Executive Director

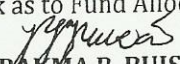

GABRIEL C. GARLAN
Proprietor

REVIEWED AND WITNESSED BY:

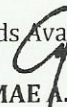

RAY H. EMBAJADOR
Rice Focal Person


JIMMY M. OLIVO, Ph.D.
BAC Chairman

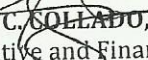
Ok as to Fund Allocation:


RAKMA B. BUISAN
Regional Budget Officer

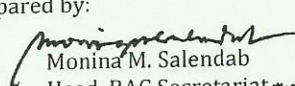
Funds Available:


ANNA MAE A. SIDEÑO
Regional Accountant

Verified and found in order:


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

Prepared by:


Monina M. Salendab
Head, BAC Secretariat

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Koronadal) S.S.


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

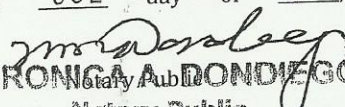
NAME	Res. Cert.	Issued at	Issued on
1. Amalia J. Datukan, MBA	37420215	Koronadal City	January 12, 2015
2. Gabriel C. Garlan			

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 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 JUL 02 day of 2015 at




VERONIKA A. DONDIEGO
Notary Public
Until Dec 31, 2015
IBP No. 5111-17-16 GDC
PTR No. 12321-17-16 Kor. City
MCLE Exemption No. IV-000560
Roll No. 30229

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