



ITB Reference No. 2936454
Contract Number: 264

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made this 29th day of September, 2014 by and between the **DEPARTMENT OF AGRICULTURE, RFO XII, Koronadal City**, represented by its **Regional Executive Director, AMALIA J. DATUKAN, MBA** hereinafter called the **First Party** and **Fortunetract Agro Sales, Inc.** with principal address at **Bajada, Davao City**, represented by its **Area Sales Supervisor, CHRISTOPHER G. MARA-AT**, hereinafter called the **Second Party**;

Whereas, the **First Party** invited Bids for certain goods viz: **25 Units Combine Harvester with Hauler** with the Bid Price of **Thirty-Two Million Nine Hundred Fifty Thousand Pesos (Php32,950,000.00)**, representing the **100% cost of the project**;

Whereas, the project shall be on **85/15 scheme wherein the eighty-five percent (85%) cost of the project** shall be paid by the procuring entity as DA's counterpart and the **fifteen percent (15%) cost of the total amount** shall be the recipient's equity as shown below:

	25 units Combine Harvester with Hauler		
	(100%)	(85%)	(15%)
Total Cost	Php32,950,000.00	28,007,500.00	4,942,500.00
Unit Cost	1,318,000.00	1,120,300.00	197,700.00

Whereas, the **First Party** shall pay the amount of **Twenty-Eight Million Seven Thousand Five Hundred Pesos (Php28,007,500.00)** at **One Million One Hundred Twenty Thousand Three Hundred Pesos (Php1,120,300.00)** per unit for the supply of those goods to the **Second Party**, representing the **85% cost of the project** hereinafter called "**the Contract Price**";

Whereas, the **15% percent cost** amounting to **Four Million Nine Hundred Forty-Two Thousand Five Hundred Pesos (Php4,942,500.00)** at **One Hundred Ninety-Seven Thousand Seven Hundred Pesos (197,700.00)** per unit shall be the **Recipients' equity**;

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. Specifications
 - b. Advertisement
 - c. Performance Bond
 - d. Bids and Abstract of Bids for Bid project
 - e. Resolution of the Bids and Awards Committee as the case may be

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- f. Approval of the Award by the Regional Director
- g. Letter of Acceptance of the winning bidder
- h. Other pertinent documents as may be reasonable required by the First Party

3. In consideration of the payments to be made by the **First Party** to the **Second Party** as hereinafter mentioned, the **Second Party** hereby covenants with the **First Party** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. A warranty of one (1) year for the necessary repairs and maintenance including parts and services must be strictly observed. 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.

5. The **Second Party** hereby agrees to give demo and trainings for the recipients and testing of the equipment shall be undertaken on the delivery site for 2 weeks or 1 month continuous operation before payment shall be made;

6. The **Second Party** hereby agrees to deliver the **25 Units Combine Harvester with Hauler** within **one hundred twenty (120)** calendar days upon receipt of the Notice to Proceed to DA-Tupi, Bololmala, South Cotabato with the following specifications, to wit:

Specifications:

Engine: 61HP, Crown Harvester CCH-200 star, water cooled, diesel
Turbo charged
Drive System: rubber crawler
Ground Clearance: 240mm ground clearance
Ground Pressure: 18kpa ground pressure contact
Transmission : HST (3F/3R)
Steering System (clutch and brake): Hydraulic
Grain Unloading System: manual grain sack unloading with 300kgs capacity
Cutting System: 900x1828mm pick up reel, 2000mm gathering length,
-19-800mm cutting height
Threshing : spike teeth, axial flow, double sieve + blower + re-thresh
Harvesting width: 2000mm cutting width based on AMTEC
Field Capacity: 0.720 ha/hr based on AMTEC
Performance: 1.7% field loss
3.7% breakage rate
2.76% impurity rate
83.4% reliability
1 year Warranty on parts and services
With painted DA12 Agri Pinoy logo
Delivery Period : 120 Calendar days
Delivery Site: DA-Tupi, Bololmala, South Cotabato

7. Should the **Second Party** incur delay, Section 68, Rule XXII of RA 9184, party 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";

8. 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.

2/3 Combine Harvester with Hauler
ABC: Php32,950,000.00 (contract Price)

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.

Department of Agriculture, RXII

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

Ray H. Embajador
RAY H. EMBAJADOR
APP Rice Focal Person

Fortunetract Agro-Sales, Inc.

By: *Christopher G. Mara-at*
CHRISTOPHER G. MARA-AT
Area Sales Supervisor

Reviewed and Witnessed by:

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

OK as to allocation of funds:

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
OIC- Chief, Finance Division

ACKNOWLEDGMENT:

Republic of the Philippines)
City of Koronadal)SS

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. Amalia J. Datukan, MBA	08628843	Koronadal City	January 17, 2014
2. Christopher Mara-at	13829572	Davao City	July 2, 2014

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 OCT 01 2014 day of 1, 2014 at

Doc No. : 222
Page No. : 45
Book No. : XIII
Series of 2014

Atty. Agustin T. Sardido
ATTY. AGUSTIN T. SARDIDO
Notary Public
Until December 31, 2015
PTR No. 1051392 01/03/2014
IBP No. 942425 01/07/2014
TIN 109-090-765

3/3- Combine Harvester with hauler
ABC: Php32,950,000.00 (Contract Price)