



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. 21339116
Contract No. 255

CONTRACT

This Contract made this 29th day of September 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 Fortunetract Agro Sales, Inc. with principal address at Bajada, Davao City represented by its Area Sales Supervisor, MR. CHRISTOPHER G. MARA-AT hereinafter called the Second Party;

Whereas, the First Party invited Bids for certain goods viz., five (05) units 4WD Tractor 95-105HP under the 85/15 percent sharing scheme and has accepted a Bid by the Second Party for the supply of those goods in the sum of Ten Million Eight Hundred Thirty-Seven Thousand Five Hundred Pesos (Php10,837,500.00) at Two Million One Hundred Sixty-Seven Thousand Five Hundred Pesos (php2,167,500.00) per unit representing the 85% cost of the project as DA's counterpart (hereinafter called "the Contract Price");

Whereas, the 15% cost of the project in the amount of One Million Nine Hundred Twelve Thousand Five Hundred Pesos (Php1,912,500.00) at Three Hundred Eighty-Two Thousand Five Hundred Pesos (Php382,500.00) per unit shall be the recipient's equity;

Whereas, the bid offered by Fortunetract Agro Sales, Inc. for the one hundred percent (100%) cost of the project (5 units 4WD Tractor 95-105HP) is Twelve Million Seven Hundred Fifty Thousand Pesos (Php12,750,000.00) at Two Million Five Hundred Fifty Thousand Pesos (Php2,550,000.00) per unit.

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 Five (5) units 4WD Tractor 95-105HP to DA-Tupi, Bololmala, South Cotabato within sixty (60) calendar days upon receipt of the Notice to Proceed, with the following specifications, to wit:

1. McCormick TMAX 110, Turbo with intercooler, 102HP ISO

PTO rpm: 540
PTO type: live, independent
PTO shaft: 35mm, 6 spline
3point linkage: Category II
3700 lift force capacity
Hydraulic control: position draft
Driving wheel: 4WD
Steering System: Hydrostatic
Transmission system: 12F/12R synchronous mesh shuttle
Clutch system: Dry single disc
Bumper weight: 180kg
Rear weight: 200kg
Brake system: hydraulic wet disc
Materials and component: all brand new
Safety requirements: ROPs and seatbelt, PTO shaft casing
With complete accessories (canopy, tool box, operator's manual)
Implements: Tractor mounted type disc plow (26x4) 4 pcs by 26 inches
Pull type disc harrow (24x18) 18 pcs. by 24 inches
One (1) year warranty on parts and services
Conformed with PAES standards

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. 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.

7. Should the Second Party incurred 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";

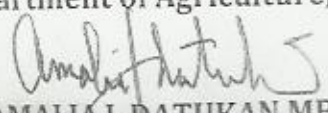
8. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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

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

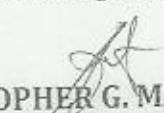
Department of Agriculture, RFO XII

By:



AMALIA J. DATUKAN, MBA
Regional Executive Director


Fortunetract Agro Sales, Inc.

By:

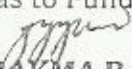

CHRISTOPHER G. MARA-AT
Area Sales Manager

REVIEWED AND WITNESSED BY:

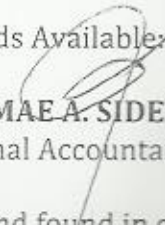

ZALDY M. BOLORON
APP Corn Coordinator


JIMMY M. OLIVO, Ph.D.
BAC chairman

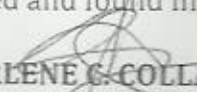
Ok as to Fund Allocation:


RAKMA B. BUISAN
Regional Budget Officer

Funds Available:


ANNA MAE A. SÍDEÑO
Regional Accountant

Verified and found in order:


CARLENE C. COLLADO
OIC-Chief, Finance Division

ACKNOWLEDGEMENT:

Republic of the Philippines)

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 Marat	13829572	Davao City	July 2, 2014

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 OCT 01 2014 day of _____, 2014 at _____

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


ATTY. AGUSTIN T. SARDIDO
Notary Public
Until December 31, 2015
PTR No. 1051392 01/03/2014
IBP No. 942425 01/07/2014
TIN 100-666-755

