



DEPARTMENT OF AGRICULTURE

REGIONAL FIELD OFFICE NO. 12
CSA-1 BUILDING, ZULUETA STREET
KORONADAL CITY
TEL No./FAX No. (083)-520-0564

ITB Reference No. : 2772007
Contract Number : 350

CONTRACT

This AGREEMENT is made and entered this day 16th of October, 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 JTM AGROCHEM with principal address at Alunan Avenue, Koronadal City, represented by its Proprietor, EVANGELINE MESA hereinafter called the "Second Party";

Whereas, the First Party invited a procurement for the supply and delivery of 625 kgs. Red Onion and has accepted a Bid by the Second Party for the supply of those goods with the total amount Two Million Three Hundred Forty-Three Thousand Seven Hundred Fifty Pesos (Php2,343,750.00).

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) License copy of the contractor;
 - d) Certificate of availability of funds;
 - e) Performance Bond;
 - f) Bids and Abstract of Bids for Bid project;
 - g) Resolution of the Bids and Awards Committee as the case may be;
 - h) Approval of the Award by the Regional Director;
 - i) Letter of Acceptance of the winning bidder
3. The Second Party hereby agrees to supply and deliver the 625 kgs. Red Onion at DA-CEMIARC, Bololmala, Tupi, South Cotabato, within sixty (60) calendar days with the following specifications, to wit:

Specifications:

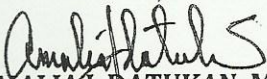
- Variety : Open Pollinated Variety (OPV)
- 100 grams per can
- Germinatio rate : 85% and above
- Expiration Date : December, 2015

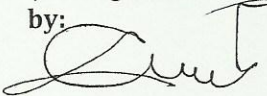
4. The First Party hereby covenants to pay the Second Party in consideration of the provision of the goods and services of high quality and efficiency and to remedy the defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the time and in 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.

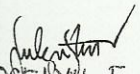
IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above.

Department of Agriculture Region 12
by:


AMALIA J. DATUKAN, MBA
Regional Executive Director

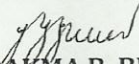
JTM Agrochem
by: 
EVANGELINE MESA
Proprietor

REVIEWED AND WITNESSED BY:



JOCELYN F. TORRES
HVCOP Focal Person


JIMMY M. OLIVO, PhD.
BAC Chairman

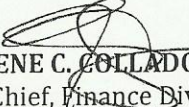
Allocation of Funds:


RAKMA B. BUISAN
Regional Budget Officer

Availability of Funds:


ANNA MAE A. SIDEÑO
OIC - Regional Accountant

Verified and Found in Order:


CARLENE C. COLLADO, CPA.
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:

NAME	Res. Cert.	Issued at	Issued on
1. Amalia J. Datukan	08628843	Koronadal City	January 17, 2014
2. Evangeline Mesa	08623601	Koronadal City	January 7, 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 (3) 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.

DEC 02 2014

Witness MY HAND AND SEAL, this _____ day of _____, 2014 at
KORONADAL CITY SOUTH COTABATO

Notary Public

Veronica A. Dondiego
VERONICA A. DONDIEGO
Notary Public

UNTIL DECEMBER 31 2015
IBP NO. 942349 01-02-12 GSC
TR. NO. 105 (24-07-03-14) CITY OF KOR.
ROLL NO. 70229
MCLE Exemption No. IV-000550

Doc No. : 172
Page No. : 25
Book No. : VI
Series of 2014

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