



ITB Reference No. 272057

Contract Number: 360

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered this 25th day of September, 2014 by and between the **DEPARTMENT OF AGRICULTURE, REGIONAL FIELD Office 12, KORONADAL CITY**, represented by the **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, **Owner/Manager, EVANGELINE R. MESA**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a procurement of **Various Fertilizers** with the approved budget for the contract of **Php7,180,800.00**;

Whereas, a public bidding was conducted last August 26, 2014 with only one (1) participating bidder which was the **JTM Agrochem**, represented by **MS. EVANGELINE R. MESA**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Seven Million One Hundred Eighty Thousand Eight Hundred Pesos (Php7,180,800.00)** which shall be completely delivered to **DA-Tupi, Bololmala, South Cotabato** within **30 calendar days** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

Breakdown:

- 780 bags @50kls/bag Complete Fertilizer (14-14-14)**
- 4,290 bags @ 50kls/bag Urea 46-0-0**
- 320 bags @ 50kls/bag Potash 0-0-60**
- 3,150 bags @50kls/bag Organic Fertilizer (80% Vermicast)**
- 3% NPK**

NOW THEREFORE, for and in consideration of the following premises, the parties hereto agreed as follows:

1. The following documents shall be deemed to form and be interpreted/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.

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[Handwritten signature]

[Handwritten signature]

2. 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.

3. 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.

4. 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";

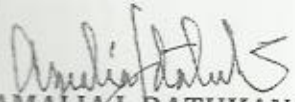
5. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

6. 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

JTM AGROCHEM

By:

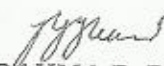


EVANGELINE R. MESA
Owner/Manager

Reviewed and Witnessed by:


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
Regional Accountant

Verified and found in order:


CARLENE C. COLLADO
OIC- Chief, Finance Division

ACKNOWLEDGEMENT:

Republic of the Philippines)

Koronadal City

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.			

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.

Witness my hand this SLP 30 2014 of 30 2014 at Koronadal City

Doc No. : 440
Page No. : 4/6
Book No. : V
Series of 2014

Veronica A. Don Diego
VERONICA A. DON DIEGO
Notary Public

UNTIL DECEMBER 31 2015
IBP NO. 942349-01-05-14-050
KORONADAL CITY