



ITB Reference No. 280-2699

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered this 20th day of October, 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 Proprietor, DEAN HARVEY R. MESA, hereinafter called as the Second Party;

WITNESSETH

Whereas, the First Party has a procurement of Various Fertilizers (1,200 bags Urea (46-0-0) and 1,800 bags Complete Fertilizers (14-14-14) with the approved budget for the contract of Php3,906,000.00;

Whereas, a public bidding was conducted last September 19, 2014 with only one (1) participating bidder which was the JTM Agrochem.;

Whereas, the First Party has accepted the bid of the Second Party in the amount of Three Million Two Hundred Seventy Thousand Pesos (Php3,270,000.00) which shall be completely delivered at DA-Tupi, Bololmala, South Cotabato within 30 calendar days upon receipt of the approved Notice to Proceed with the following specifications, to wit:

Breakdown:

- 1,200 bags Urea (46-0-0); and
- 1,800 bags Complete Fertilizers (14-14-14)

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) Funded and 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.

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 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";
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


ZALDY M. BOLORON
 APP Corn Coordinator

JTM AGROCHEM


By:


DEAN HARVEY R. MESA
 Proprietor


JIMMY M. OLIVO, Ph.D.
 BAC chairman

Reviewed and Witnessed by:

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

