



**Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office 12
Regional Center, Carpenter Hill, Koronadal City
BAC Secretariat Office Tel. / Fax No. 083-2283411**

ITB Reference No. 3679660
Contract No. 2016-0130

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

MAY 23 2016

This contract made and entered this ____ day of _____ 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 **HVCC PLANT NURSERY** with principal address at **Aroman, Carmen, North Cotabato**, represented by its **Proprietor, MR. ROGER M. LANDIANG**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the First Party has a procurement of 753,000 pcs Coffee Planting Materials with the Approved Budget for the Contract of Eighteen Million Eight Hundred Twenty-Five Thousand Pesos (Php18,825,000.00);

Whereas, a public bidding was conducted on February 29, 2016 with only one (1) participating bidder which was HVCC Plant Nursery and was awarded the supply and delivery of 753,000 pcs Coffee Planting Materials in the amount of Eighteen Million Seven Hundred Sixty-Four Thousand Seven Hundred Sixty Pesos (Php18,764,760.00);

Whereas, the First Party has accepted the bid of the Second Party in the amount of Eighteen Million Seven Hundred Sixty-Four Thousand Seven Hundred Sixty Pesos (Php18,764,760.00) which shall be completely delivered at different municipalities of the four (4) provinces of Region 12 upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- Variety: Robusta (Stem Clones)
- Size of Polybag: 5" x 7" PE bag
- at least 1 foot high
- Minimum age: 5-6 months old from grafting
- Minimum number of leaves: 6 mature leaves
- Free from sprouts growing below the union
- No growing roots outside the bag
- Acclimatization period: 15 days
- Retention: 10% payment retention to be released after 3 months from delivery
- 2% mortality allowance

DELIVERY SCHEDULE AND BREAKDOWN:

1st Tranche : May 2016 - 251,000 pcs
2nd Tranche: July 2016 - 251,000 pcs
3rd Tranche: September 2016 - 251,000 pcs

- ❖ See attached "Annex A" for Breakdown of Deliveries

Amalia J. Datukan

Roger M. Landiang

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 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";

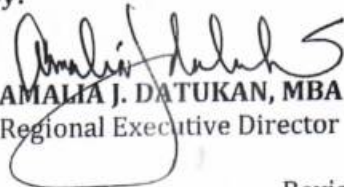
5. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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

HVCC Plant Nursery

By:

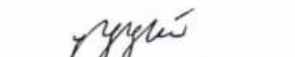

MR. ROGER M. LANDIANG
 Proprietor

Reviewed and Witnessed by:


JOCELYN F. TORRES, Ph. D.
 AP HVCDP Focal Person


CARLENE C. COLLADO, CPA
 BAG Chairman

OK as to allocation of funds:


RAKMA B. BUISAN
 Regional Budget Officer

mm

Funds Available:

Q
ANNA MAE A. SIDEÑO
Administrative Officer V /
Regional Accountant

Prepared by:

Monina M. Salendab
MONINA M. SALENDAB
Head, BAC Secretariat

ACKNOWLEDGEMENT:

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	1095321	Koronadal City	January 20, 2016
2. MR. ROGER M. LANDIANG			

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 _____ of MAY 23 2016, 2016 at Koronadal City.

Doc No. : 459
Page No. : 72
Book No. : 111
Series of 2016

Veronica A. Dondiego
VERONICA A. DONDEGO
NOTARY PUBLIC

UNTIL NOVEMBER 31, 2016

BP NO. 111-20-01-05-16-GSC
PTR NO. 111-20-01-04-16-KOR. CITY
MCLE EXEMPTION NO. V-000465
ROLL OF DEEDS NO. 00000