



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. 3679656  
Contract No. 2016-0129

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

JUL 03 2016

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ by and between the **DEPARTMENT OF AGRICULTURE, RFO XII, Koronadal City**, represented by its **Regional Executive Director, AMALIA J. DATUKAN, MBA** hereinafter called the **First Party** and **Fortunetract Agro-Sales, Inc.** with principal address at **Km. #3 J.P. Laurel Avenue, Bajada, Davao City**, represented by its **Area Sales Supervisor, CHRISTOPHER G. MARA-AT**, hereinafter called the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a procurement of **Four (4) units Mechanical Corn Planter** with the **Approved Budget** for the **Contract of Six Hundred Thousand Pesos (Php600,000.00)**;

Whereas, a public bidding was conducted on February 29, 2016 with only one (1) participating bidder which was **Fortunetract Agro-Sales, Inc.** and was awarded the **supply and delivery of Four (4) units Mechanical Corn Planter** in the amount of **Five Hundred Ninety-Six Thousand Pesos (Php596,000.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Five Hundred Ninety-Six Thousand Pesos (Php596,000.00)** which shall be completely delivered within **sixty (60) calendar days** at **DA-CEMIARC, Bololmala, Tupi, South Cotabato** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

*[Handwritten signatures and initials on the left margin]*

- Model: 2BF-3 (single-hinge profiling / bucket wheel seed sowing device)
  - 3 rows corn planting machine
  - Row distance can be adjusted
  - Plastic-steel fertilization box, durable
  - With fertilizer applicator
- Technical Parameters:
- Row spacing: 400-600 mm adjustable
  - Crops spacing: 140/173/226/300 mm adjustable
  - Performance, efficiency and workmanship conform to PAES 122:2001
  - Painted with DA-12 logo and Agri-Pinoy logo (10" diameter)

*[Handwritten signature]*

*[Handwritten signature]*

**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. 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 two weeks or one month continuous operation before payment shall be made.

5. 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";


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

7. 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

*mi*  
*g*

  
**RAY H. EMBAJADOR**  
 Cereal Focal Person

**Fortunetract Agro-Sales, Inc.**

By:

  
**CHRISTOPHER G. MARA-AT**  
 Area Sales Supervisor

Reviewed and Witnessed by:

  
**CARLENE C. COLLADO, CPA**  
 BAC Chairman



OK as to allocation of funds:

*yeggs*  
**RAKMA B. BUISAN**  
Regional Budget Officer

Funds Available:

*[Signature]*  
**ANNA MAE A. SIDIÑO**  
Administrative Officer V /  
Regional Accountant

Prepared by:

*[Signature]*  
**MONINA M. SALENDAB**  
Head, BAC Secretariat

**ACKNOWLEDGEMENT:**

Republic of the Philippines)  
City of Koronadal ) SS

*[Handwritten mark]*

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. CHRISTOPHER G. MARA-AT			

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 JUN 03 2016, 2016 at Koronadal City.

Doc No. : 465  
Page No. : 93  
Book No. : 11  
Series of 2016

*[Signature]*  
**VERONICA A. DONDIEG**  
NOTARY PUBLIC  
UNITED BICENTENNIAL  
JUN 03 2016  
CORONADAL CITY  
EXEMPTION NO. 00465  
COLL. OF ATTY. NO. 30229