



Republic of the Philippines  
DEPARTMENT OF AGRICULTURE  
Regional Field Office 12  
Regional Center, Carpenter Hill, Koronadal City  
BAC Secretariat Office Tel. / Fax No. 5208780793

ITB Reference No. 3656600  
Contract No. 2016-0096

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered this \_\_\_\_ day of MAY 11 2016 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 **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. MABA-AT**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a procurement of **Two (2) units Multi-Cultivator with Trailer** with the **Approved Budget for the Contract of Five Hundred Thousand Pesos (Php500,000.00)**;

Whereas, a public bidding was conducted on February 24, 2016 with only one (1) participating bidder which was **Fortunetract Agro-Sales, Inc.** and was awarded the **supply and delivery of Two (2) units Multi-Cultivator with Trailer** in the amount of **Four Hundred Ninety-Nine Thousand Seven Hundred Pesos (Php499,700.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Four Hundred Ninety-Nine Thousand Seven Hundred Pesos (Php499,700.00)** which shall be completely delivered within **Forty Five (45) calendar days** at **DA-CEMIARC, Bololmala, Tupi, South Cotabato** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- Signature*
- Diamond Diesel Engine Model DI 1200 12hp at 2400 rpm  
4 stroke, 1 cylinder, water-cooled with Headlights
  - Actual capacity for Upland and Lowland condition is 0.166 ha/hr or 1.328 ha/day and 0.147 ha/hr or 1.176 ha/day respectively, for 8 hours operation

**ROTAVATOR**

- Signature*
- 8 left and 8 right
  - Riding type
  - 20 cm depth of cut
  - Cage wheel and pneumatic tire #12
  - With bed former
  - 3 ton capacity with heavy duty steel trailer brand new tire 5x12
  - 6 forward 2 reverse, jaw clutch system
  - 1 year warranty on parts and services
  - Performance, efficiency and workmanship shall conform to PAES
  - With basic tools (set of flat and star screw driver/adjustable wrench 10,12,14,17)
  - With complete accessories (pulleys, V-belts, engine oil, gear oil, etc.)
  - Painted with AGRI PINOY Logo on both sides and DA Logo and DA Logo in front (10" in diameter)
  - 45 CD upon receipt of NTP

**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;

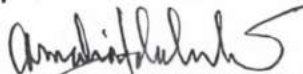
5. Should the **Second Party** incurred delay, Section 68, Rule XXII of RA 9184, partly states, "Xxx. *The amount of the liquidated damages shall be at least equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay.* Xxx";

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

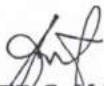
7. This agreement shall be valid and binding upon approval of both parties.

**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

Fortunetract Agro-Sales, Inc.  
By:

  
CHRISTOPHER G. MARA-AT  
Area Sales Supervisor

Reviewed and Witnessed by:

  
LORNA P. VILBAR, PhD.  
Organic Agriculture Focal Person

  
CARLENE C. COLLADO, CPA  
BAC Chairman

OK as to allocation of funds:

*[Signature]*  
**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

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	1095301	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            **MAY 11 2016**, 2016 at Koronadal City.

Doc No. : 114  
Page No. : 23  
Book No. : 111  
Series of 2016

*[Signature]*  
**VERONICA A. DONDIEGO**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2016