



Republic of the Philippines  
**DEPARTMENT OF AGRICULTURE**  
 Regional Field Office XII  
 Brgy. Carpenter Hill, General Santos Drive  
 Koronadal City  
 Tel. No./Fax No. : 083-520-0460

ITB Reference No. : 3775450  
 Contract Number : \_\_\_\_\_

**CONTRACT**  
**Negotiated Procurement**  
 AUG 31 2016

This Agreement is made and entered this day \_\_\_\_\_ of \_\_\_\_\_, 2016 between the **DEPARTMENT OF AGRICULTURE-RFO XII, KORONADAL CITY, PHILIPPINES**, represented by its **OIC-Regional Executive Director, CARLENE C. COLLADO, CPA** Hereinafter called the "**First Party**" and **CAYONA-TALENTO NURSERY AND AGRI SUPPLY** with principal address at **116, Paco, Kidapawan City**, represented by its **Proprietor, SMYRNA D. CAYONA** hereinafter called the "**Second Party**";

Whereas, the **First Party** invited a procurement for the **Supply and delivery of 26,500 pcs. Banana Planting Materials** and has accepted a Bid by the **Second Party** for the supply of those goods with the total amount of **Eight Hundred Twenty-Nine Thousand Nine Hundred Eighty Pesos (Php829,980.00)** at **Thirty-One Pesos and 32/100 (Php31.32)** per piece.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - a) Funded and Approved Purchase Request;
  - b) Advertisement;
  - c) License copy of contractor;
  - d) Performance Bond;
  - e) Bids and Abstract of Bids for Bid project;
  - f) Resolution of the Bids and Awards Committee as the case may be;
  - g) Approval of the Award by the Regional Director;
  - h) Letter of Acceptance of the winning bidder.
3. The **Second Party** hereby agrees to supply and deliver the **26,500 pcs. Banana Planting Materials** within **ninety (90) calendar days** at the **different municipalities in Region 12** with the following specifications, to wit:

**Specifications:**

- Variety: Cardava
- Tissue cultured planting materials
- Good and quality planting materials
- At least 5 expanded leaves
- Potted in 5" x 7" x .003 black PE bag
- Free from pest and diseases
- No growing roots outside the bag
- Minimum height : 0.5m
- Mortality rate : 5%

*Note : See attached "ANNEX A" for the Breakdown of Deliveries.*

4. The **First Party** hereby covenants to pay the **Second Party** in consideration of the provision of the goods and services of high quality and efficiency and to remedy 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;

5. 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 of 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 signatures on the day written above.


DEPARTMENT OF AGRICULTURE-REGION 12

by:

  
**CARLENE C. COLLADO, CPA**  
OIC-Regional Executive Director


CAYONA-TALENTO NURSERY &  
AGRI SUPPLY

by:


  
**SMYRNA D. CAYONA**  
Proprietor

REVIEWED AND WITNESSED BY:

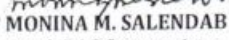
**ENGR. JOCELYN F. TORRES, PhD**  
AP-HVCDP Focal Person

  
**LORNA P. VILBAR, PhD**  
BAC Chairman

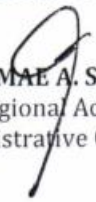
ALLOCATION OF FUNDS:

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

Prepared by:

  
**MONINA M. SALENDAB**  
Head, BAC Secretariat

AVAILABILITY OF FUNDS:

  
**ANNA MAE A. SIDEÑO**  
OIC-Regional Accountant/  
Administrative Officer V

**ACKNOWLEDGMENT**

Republic of the Philippines)  
City of Koronadal)SS

Before me, a Notary Public for Koronadal City personally appeared the following:

NAME	Res. Cert.	Issued at	Issued on
1. Cortene C. Colkado, CPA	01105150	Koronadal City	February 8, 2016
2. Smyrna D. Cayona	_____	_____	_____

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 AND SEAL, this AUG 31 2016 day of \_\_\_\_\_, 2016 at \_\_\_\_\_.

**VERONICA A. DONDEGG**  
 Notary Public  
**NOTARY PUBLIC**  
 UNTIL DECEMBER 31, 2016  
 RP NO. 1013330-01-05-16-GSC  
 NO. 1330210-01-04-16-KOR. CIT  
 ROLL EXEMPTION NO. V-000465  
 ROLL OF ATTY. NO. 30229

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