

**IMPLEMENTS:** Backhoe loader, harrow, plow

- 2400mm digging depth
- 3210mm digging height
- 3140mm working radius
- 16 inches bucket width
- 0.05 cum bucket capacity
- 3 years warranty excluding consumable parts
- With DA 12 and Agri Pinoy Logo and body number (Outdoor Sticker, 10" diameter)
- With Original Equipment Manufacturer Manual
- Performance, efficiency and workmanship conformed to PAES
- With service center and trained technician within the region
- With basic tools and operational manual

**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";

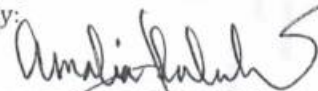
5. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


**Department of Agriculture XII**

By:

  
**AMALIA J. DATUKAN, MBA**  
Regional Executive Director

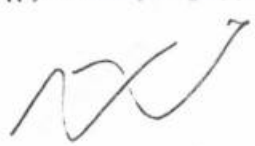
**Filholland Corporation**

By:

  
**EARL DON NERI MAASIN**  
Authorized Representative

Contract for supply and delivery of supply and delivery of Eight (8) units Four Wheel Drive Tractor with Backhoe  
Php 13,280,960.00 100%  
Php 11,952,864.00 90%  
Php 1,328,096.00 10%  
Page 2 of 3



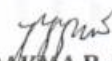


  
**HAY H. EMBAJADOR**  
APP Rice Focal Person

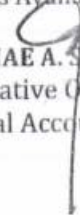
Reviewed and Witnessed by:

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

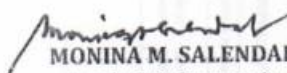
OK as to allocation of funds:

  
**RAKMA B. BUISAN**  
Regional Budget Officer

Funds Available:

  
**ANNA MAE A. SIDENIO**  
Administrative Officer V /  
Regional Accountant

Prepared by:

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

  
EARL DON NERI MAASIN

**ACKNOWLEDGMENT:**

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. EARL DON NERI MAASIN			

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.

MAY 02 2016

Witness MY HAND AND SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, 2016 at Koronadal City.

Doc No. : 69  
Page No. : KI  
Book No. : III  
Series of 2016

  
**VERONICA A. DONDEIGO**  
NOTARY PUBLIC

UNTI B. ALP...  
JRP NO. 2010...  
PTE NO. 1...  
MCLENN... 000465  
ROLL OF ATTY. NO. 30229

Contract for supply and delivery of supply and delivery of Eight (8) units Four Wheel Drive Tractor with Backhoe  
Php 13,280,960.00 100%  
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