



**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. 3632448
Contract No. 2016-0040

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

MAY 06 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 **BINAHON AGROFORESTRY FARM** with principal address at **Purok 3, Bol-ogan, Songco, Lantapan, Bukidnon**, represented by its **Proprietor, PERLA Q. BINAHON**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the First Party has a procurement of 666,667 pcs Cacao Planting Materials with the Approved Budget for the Contract of Sixteen Million Six Hundred Sixty-Six Thousand Six Hundred Seventy-Five Pesos (Php16,666,675.00);

Handwritten signature on the left margin
Whereas, a public bidding was conducted on February 4, 2016 with two (2) participating bidders in which Binahon Agroforestry Farm won in the bidding and was awarded the supply and delivery of 666,667 pcs Cacao Planting Materials in the amount of Thirteen Million Three Hundred Thousand Six Pesos and 60/100 (Php13,300,006.60);

Whereas, the First Party has accepted the bid of the Second Party in the amount of Thirteen Million Three Hundred Thousand Six Pesos and 60/100 (Php13,300,006.60) which shall be completely delivered at the different Municipalities in Region 12 upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- Handwritten initials 'jms' on the left margin*
- Joint venture variety: UF 18 grafted (500,000 pcs) and BR 25 grafted (166,667 pcs)
 - Potted in 6"x8"x0.003 black PE bag
 - Minimum height: at least 0.5 meter
 - Minimum age: 5-6 months old from budding
 - Minimum # of leaves: 6 mature leaves
 - The onion of the root stock and the scion are completely healed and free from plastic strips
 - The scion must be compatible with the root stocks
 - Free from sprouts growing below the onion
 - No growing roots outside the bag
 - Acclimatization period: 15 days
 - Retention: 10% payment retention to be released after 3 months from delivery
 - Mortality allowance: 5%

Handwritten signature 'Am J' on the right margin

Delivery Schedule:

- a. 1st tranche: May 2016
 - BR 25 – 66,667 pcs
 - UF 18 – 200,000 pcs
 - b. 2nd Tranche: July 2016
 - BR 25 – 50,000 pcs
 - UF 18 – 150,000 pcs
 - c. 3rd Tranche: September 2016
 - BR 25 – 25,000 pcs
 - UF 18 – 150,000 pcs
- ❖ See attached "ANNEX A" for the breakdown of deliveries.

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";

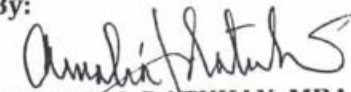
5. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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

Binahon Agroforestry Farm

By:



PERLA Q. BINAHON
Proprietor



Reviewed and Witnessed by:

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

Carlene C. Collado
CARLENE C. COLLADO, CPA
BAC Chairman

OK as to allocation of funds:

Rakma B. Buisan
RAKMA B. BUISAN
Regional Budget Officer

Funds Available:

Anna Mae A. Sideño
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:

NAME	Res. Cert.	Issued at	Issued on
1. AMALIA J. DATUKAN, MBA	1095321	Koronadal City	January 20, 2016
2. PERLA Q. BINAHON			

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 MAY 06 2016 of _____, 2016 at Koronadal City.

Doc No. : 187
Page No. : 38
Book No. : II
Series of 2016

Veronica A. Dondio
VERONICA A. DONDIO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2015
IBP NO. 101330-01-02-16-GSC
PTR NO. 193001-10-00-16-KOR. CIT.
MCLE EXEMPTION NO. V-000465
ROLL OF ATTY. NO. 30229