



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. 3632443  
Contract No. 2016-0036

**CONTRACT**

KNOW ALL MEN BY THESE PRESENTS: MAY 27 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 **JTM AGROCHEM** with principal address at **Public Market, Koronadal City**, represented by its **Proprietor, DEAN HARVEY R. MESA**, hereinafter called as the **Second Party**;

**WITNESSETH**

Whereas, the **First Party** has a procurement of **Organic Fertilizers** with the **Approved Budget for the Contract of Ten Million Nine Hundred Eighty Thousand Pesos (Php10,980,000.00)**;

Whereas, a public bidding was conducted on February 4, 2016 with four (4) participating bidders in which **JTM Agrochem** won in the bidding and was awarded the **supply and delivery of Organic Fertilizers** in the amount of **Three Million Nine Hundred Ninety-Seven Thousand Four Hundred Fifty-Eight Pesos (Php3,997,458.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Three Million Nine Hundred Ninety-Seven Thousand Four Hundred Fifty-Eight Pesos (Php3,997,458.00)** which shall be completely delivered at **DA-CEMIARC Balindog, Kidapawan City** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- a. 9,000 bottles Algae and/or Sea Weed-based
  - concentrated algae foliar spray
  - 1 liter/bottle

\*Laboratory analysis of random samples chargeable to the supplier
- b. 8,100 packs Organic Fertilizers
  - Humid acid (dry base): 85-90%
  - Potassium (K2O): 10-15%
  - Organic matter: at least 90% and above
  - pH value: 10
  - Water solubility: 100
  - Size: 80 mesh
  - Weight: 100 grams
  - Appearance: brownish-black powder
  - Micro nutrients: Fe, Ca, Mg, Cu, Mn, P, etc

\*Product is BAFS registered

**DELIVERY SCHEDULE AND BREAKDOWN:**

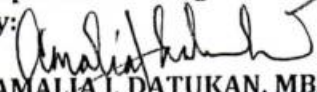
- a. 1<sup>st</sup> Tranche: May 2016
  - Algae and/or sea weed-based 3,000 bottles
  - Organic fertilizers 2,700 packs
- b. 2<sup>nd</sup> Tranche: July 2016
  - Algae and/or sea weed-based 3,000 bottles
  - Organic fertilizers 2,700 packs
- c. 3<sup>rd</sup> Tranche: September 2016
  - Algae and/or sea weed-based 3,000 bottles
  - Organic fertilizers 2,700 packs

**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

JTM Agrochem

By:   
**DEAN HARVEY R. MESA**  
 Proprietor

Reviewed and Witnessed by:

  
**JOCELYN F. TORRES, Ph. D.**  
 AP HVCDP Focal Person

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



OK as to allocation of funds:

*[Signature]*  
**RAYM 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	1095321	Koronadal City	January 20, 2016
2. DEAN HARVEY R. MESA			

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 27 of 2016, 2016 at Koronadal City.

Doc No. : 455  
Page No. : 91  
Book No. : III  
Series of 2016

*[Signature]*  
**VERONICA A. DONDIEGO**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2016  
IBP NO. 1613330-01-05-16-GSC  
PTR NO. 1330218-01-04-16-KOR. CIT  
MCLE EXEMPTION NO. V-000465