



**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. 4048906  
Contract No. 2016-0652

**CONTRACT**

KNOW ALL MEN BY THESE PRESENTS: NOV 23 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, ENGR. MILAGROS C. CASIS**, hereinafter called the **First Party** and **SEEDWORKS PHILIPPINES, INCORPORATED** with principal address at **1775 Gov. San Luis Road, Puypuy Bay, Laguna**, represented by its **Authorized Representative, FRANKLIN T. AGUDA**, hereinafter called as the **Second Party**;

**WITNESSETH**

**Whereas**, the **First Party** has a procurement for the **supply and delivery of Vegetable Seeds** with the **Approved Budget for the Contract of One Million Eight Hundred Sixty-Four Thousand Eight Hundred Pesos (Php1,864,800.00)**;

**Whereas**, a public bidding was conducted on September 27, 2016 with only one (1) participating bidder in which the **supply and delivery of Vegetable Seeds** was awarded to **Seedworks Philippines, Incorporated** being the bidder with a **Single Calculated and Responsive Bid** in the amount of **One Million Eight Hundred Thirty-Two Thousand Three Hundred Thirty-Eight Pesos and 35/100 (Php1,832,338.35)**;

**Whereas**, the **First Party** has accepted the bid of the **Second Party** in the amount of **One Million Eight Hundred Thirty-Two Thousand Three Hundred Thirty-Eight Pesos and 35/100 (Php1,832,338.35)** which shall be completely delivered within **Sixty (60) calendar days** at **DA-CEMIARC, Balindog, Kidapawan City** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- a. 11,000 packs Pinakbet
  - 50 grams/pack
  - Enclose with bitter gourd (10 grams), string beans (10 grams), squash (10 grams), eggplant (5 grams), tomato (5 grams), okra (10 grams)
- b. 6,360 packs Sinigang
  - 50 grams/pack
  - Enclose with raddish (10 grams), string beans (10 grams), pechay (5 grams), eggplant (5 grams), finger pepper (10 grams), kangkong (10 grams)
- c. 3,024 packs Chopsuey
  - 50 grams/pack
  - Enclose with patola (10 grams), cauliflower (10 grams), carrots (10 grams), sweet pepper (10 grams), cabbage (10 grams)

Germination Rate: 90% and above  
OPV variety with expiration date not earlier than December 2017  
With DA and HVCDP Logo (1.5" x 1.5")  
Printed with "NOT FOR SALE"

**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:

**ENGR. MILAGROS C. CASIS**  
Regional Executive Director

**Seedworks Philippines,  
Incorporated**

By:

**FRANKLIN T. AGUDA**  
Authorized Representative

Reviewed and Witnessed by:

**JOCELYN F. TORRES**  
HVCDP Focal Person

**LORNA P. VILBAR, Ph.D.**  
BAC Chairman

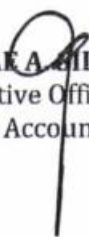
OK as to allocation of funds:

**RAKMA B. BUISAN**  
Regional Budget Officer



Funds Available:

**ANNA MARA BIDEÑO**  
Administrative Officer V /  
Regional Accountant



**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. ENGR. MILAGROS C. CASIS	24646697	Pigcawayan, North Cotabato	October 3, 2016
2. FRANKLIN T. AGUDA			

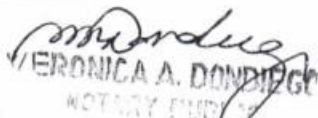
Known to me to be the same persons who executed the foregoing documents and acknowledged that the same are their voluntary acts and deeds.

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 NOV 23 2016, 2016 at Koronadal City.

Doc No. : 103  
Page No. : 21  
Book No. : VII  
Series of 2016

Contract for the supply and delivery of Vegetable Seeds  
Php1,832,338.35  
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**VERONICA A. DONDEGO**  
 NOTARY PUBLIC  
 OFFICE OF THE  
 SP. AD. EXECUTIVE  
 PTR 00141414 - P. 00141414  
**MCLE**  
 ROLL OF NOTARY PUBLICS

