



Republic of the Philippines  
DEPARTMENT OF AGRICULTURE  
Regional Field Office 12  
CSA Building, Zulueta Street, Koronadal City  
BAC Secretariat Office Tel. / Fax No. 5200564

ITB Reference No. 3524996  
Contract No. 2015-985

**CONTRACT**

KNOW ALL MEN BY THESE PRESENTS:

JAN 28 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 FILHOLLAND CORPORATION with principal address at Baloy Highway, Tablon Cagayan De Oro City, represented by its Authorized Representative, EARL DON NERI MAASIN, hereinafter called as the Second Party;

**WITNESSETH**

Whereas, the First Party has a project of Supply and delivery of One (1) unit 4WD Tractor with Backhoe with the Approved Budget for the Contract of One Million Six Hundred Fifty Thousand Pesos (Php1,650,000.00);

Whereas, a public bidding was conducted on December 1, 2015 with only one (1) participating bidder which was Filholland Corporation and was awarded the Supply and delivery of One (1) unit 4WD Tractor with Backhoe as the bidder who submitted a Single Calculated and Responsive Bid in the amount of One Million Six Hundred Twenty-Six Thousand Two Hundred Forty Pesos (Php1,626,240.00);

Whereas, the First Party has accepted the bid of the Second Party in the amount of One Million Six Hundred Twenty-Six Thousand Two Hundred Forty Pesos (Php1,626,240.00) which shall be completely delivered within Thirty (30) calendar days at DA-CEMIARC, Tupi, South Cotabato upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- CASE, JX55T, 54.95 HP, 3 cylinders based on AMTEC test report
- 540 rpm
- Position control hydraulic system 3 point hitch
- Power steering, dry type clutch single stage, 8F/2R transmission, 380mm ground clearance

**BACKHOE LOADER**

- 2400mm digging depth
- 3210mm digging height
- 3140mm working radius
- 1470mm width of supporting legs
- 16 inches bucket width with 0.05 cum capacity

**TRAILER**

- 3.0 ton capacity dump trailer with #15 tire and hydraulic jack

**HARROW**

- 22" by 14 pieces harrow

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

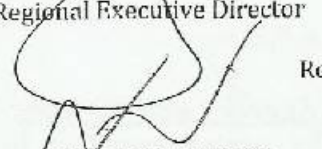
6. This agreement shall be valid and binding upon approval of both parties.

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


  
**RAY H. EMBAJADOR**  
 AP Rice & Corn Focal Person

Filholland Corporation

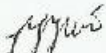
By:

  
**EARL DON NERI MAASIN**  
 Authorized Representative

Reviewed and Witnessed by:

  
**JIMMY M. OLIVO, Ph.D.**  
 BAC Chairman

OK as to allocation of funds:

  
**KARMA B. BUISAN**  
 Regional Budget Officer

Funds Available:

*[Signature]*  
**ANNA MAE A. SIDEÑO**  
Administrative Officer V /  
Regional Accountant

Verified and found in order:

*[Signature]*  
**CARLENE C. COLLADO, CPA**  
Chief, Administrative and Finance Division

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,	JAN. 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.

Witness my hand this JAN 20 2016 of 20 at Koronadal City.

Doc No. : 26  
Page No. : 6  
Book No. : 5  
Series of 20 10

*[Signature]*  
**VERONICA A. DONDIEGO**  
NOTARY PUBLIC

UNION BRANCH OF BARANGAY  
BRANGAY OFFICE  
P.O. BOX 1000  
KORONADAL CITY  
DARAWAN DISTRICT  
CORONADO PROVINCE  
PHILIPPINES