



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
 Regional Field Office XII
 Brgy. Carpenter Hill, General Santos Drive
 Koronadal City
 Tel. No./Fax No. : 083-520-0460

ITB Reference No. : 3995079
 Contract Number : 2015-1079

CONTRACT
Negotiated Procurement

This Agreement is made and entered this day of MAR 28 2016, 2016 between the **DEPARTMENT OF AGRICULTURE-RFO XII, KORONADAL CITY, PHILIPPINES**, represented by its **Regional Executive Director, AMALIA J. DATUKAN, M.A.** Hereinafter called the "**First Party**" and **ROCEL LIVESTOCK FARM** with principal address at **Brgy. Ambalgan, Sto. Niño, South Cotabato**, represented by its **Proprietor, NICEL D. LASAÑAS** hereinafter called the "**Second Party**";

Whereas, the **First Party** invited a procurement for the **supply and delivery of Poultry/Livestock Animals** and has accepted a Bid by the **Second Party** for the supply of those goods with the total amount of **Five Hundred Ninety-Five Thousand Two Hundred Seventy-Three Pesos and 19/100 (Php595,273.19)**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Funded and Approved Purchase Request;
 - b) Advertisement;
 - c) License copy of contractor;
 - d) Performance Bond;
 - e) Bids and Abstract of Bids for Bid project;
 - f) Resolution of the Bids and Awards Committee as the case may be;
 - g) Approval of the Award by the Regional Director;
 - h) Letter of Acceptance of the winning bidder.
3. The **Second Party** hereby agrees to supply and deliver the **Poultry/Livestock Animals** within **thirty (30) calendar days** at the **different municipalities in Region 12** with the following specifications, to wit:

Specifications:

- 85 head Goats (17 male and 68 female), 15 to 20 kgs.
- 425 head Ducks (85 male and 340 female), 1.3 kgs.
- 425 Chicken (85 male and 340 female), 1.8 kgs.

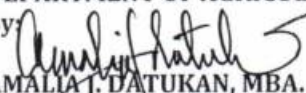
Note : see attached "ANNEXA" for the breakdown of deliveries

4. The **First Party** hereby covenants to pay the **Second Party** in consideration of the provision of the goods and services of high quality and efficiency and to remedy 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;
5. Should the **Second Party** incur delay, Section 6, 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 of every day of delay. Xxx";

- 6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and
- 7. This agreement shall be valid and binding upon approval of both parties.

IN WITNESS WHEREOF, the parties hereto set their signatures on the day written above.

DEPARTMENT OF AGRICULTURE-REGION 12

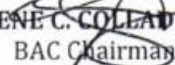
by: 
AMALIA J. DATUKAN, MBA.
 Regional Executive Director

ROCEL LIVESTOCK FARM


by: 
NICEL D. LASPIÑAS
 Proprietor

REVIEWED AND WITNESSED BY:

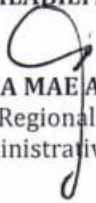
RAY H. EMBAJADOR
 CEREAL (Rice & Corn) Focal Person


CARLENE C. COLLAO, CPA.
 BAC Chairman


ALLOCATION OF FUNDS:


RAKMA B. BUISAN
 Regional Budget Officer

AVAILABILITY OF FUNDS:


ANNA MAE A. SIDEÑO
 OIC-Regional Accountant/
 Administrative Officer V

Prepared by:


MONINA M. SALENDAB
 Head, BAC Secretariat

ACKNOWLEDGMENT

Republic of the Philippines)
City of Koronadal)SS

Before me, a Notary Public for Koronadal City personally appeared the following:

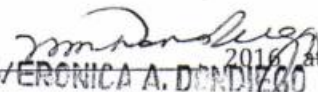
NAME	Res. Cert.	Issued at	Issued on
1. Amalia J. Datukan, MBA	01095321	Koronadal City	January 20, 2016
2. Nicel D. Laspiñas	_____	_____	_____

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 AND SEAL, this MAR 20 2016 day of _____

Doc No. : 61
 Page No. : 13
 Book No. : 111
 Series of 2016


VERONICA A. DONDIEGO
 NOTARY PUBLIC
 Notary Public
 UNTIL FEBRUARY 2016
 ID No. 10159321-01-10-16-GSC
 ROLL OF ATTY. NO. 30229