



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. 3764867
 Contract No. 2016-0261

CONTRACT

KNOW ALL MEN BY THESE PRESENTS: JUN 21 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 **Various Chemicals** with the **Approved Budget for the Contract of Five Hundred Seventy-One Thousand Two Hundred Ninety Pesos (Php571,290.00)**;

Whereas, a public bidding was conducted on **APR 04 2016** with only one (1) participating bidders which was **JTM Agrochem** and was awarded the **supply and delivery of Various Chemicals** in the amount of **Five Hundred Seventy Thousand Nine Hundred Twenty-Five Pesos (Php570,925.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Five Hundred Seventy Thousand Nine Hundred Twenty-Five Pesos (Php570,925.00)** which shall be completely delivered within **Thirty (30) calendar days** at **DA-CEMIARC, Bololmala, Tupi, South Cotabato** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

INSECTICIDES

- 173 bottles Cypermethrin 25EC @ 1 liter per bottle
- 2 bottles Malathoin 57EC @ 1 liter per bottle
- 20 Profenos (Organophosphate) 500EC @ 1 liter per bottle
- 10 packs Cryomazine 75WP @ 1 kg per pack
- 6 bottles Chloryrifos with 210 g/L concentrate @ 1 liter per bottle
- 1 bag Nematicide, 16.7 kg per bag

FUNGICIDES

- 20 pack Chlorothalonil 75WP @ 250 grams per pack
- 109 pack Malcozeb 80WP @ 1 kg per pack
- 1 pack Fosetyle @ 1 kg • 16 bags Carbofuran 3G @ 16.7 kg/bag
- 13 bottles Azoxystrobim SC @ 1 liter per bottle
- 34 pack Cymoxanil @ 400 grams per pack

HERBICIDES

- 5 pack Atrazine 80WP @ 1 kg per pack
- 124 bottle Glyphosate 480 G/L concentrate @ 1 liter per bottle
- 13 bottles 2, 4 D-Amine @ 1 kg per bottle
- 4 pack Linuron 50WP @ 1 kg per pack
- 109 bottles Butachlor, pre-emergence with 600 G/L @ 1 liter per bottle
- 3 bottles Sticker, alkyl and alkylaryl polyoxeyethylene glycol @ 1 liter per bottle

[Handwritten signatures and initials on the left margin]

[Handwritten signature 'Am' with a large flourish]

[Handwritten mark 'a']

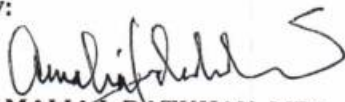
NOW THEREFORE, for and in consideration of the following premises, the parties hereto agreed as follows:

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


LORNA P. VILBAR, Ph. D.
Chief, Research Division

JTM Agrochem

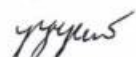
By:


DEAN HARVEY R. MESA
Proprietor

Reviewed and Witnessed by:


CARLENE E. COLLADO, CPA
BAG Chairman

OK as to allocation of funds:


RAKMA B. BUISAN
Regional Budget Officer

Funds Available:

[Signature]
ANNA MAE A. SIDEÑO
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.

JUN 21 2016

Witness my hand this _____ of _____ 2016 at Koronadal City.

Doc No. : 771
Page No. : 10
Book No. : 10
Series of 2016

[Signature]
VERONICA A. DONDIEGO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
IBP NO. 101330-01-05-16-GSC
ROLL OF ATTY. NO. 30229