



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office XII
Regional Center Compound, Brgy. Carpenter Hill
Koronadal City, South Cotabato
Tel. No./Fax No. : 083-228-3411 / 228-3412

ITB Reference No. : **4048881**
Contract Number : **2016-0643**

CONTRACT

This **AGREEMENT** is made and entered this day 10th of December, 2016 between the **DEPARTMENT OF AGRICULTURE-RFO XII, KORONADAL CITY, PHILIPPINES**, represented by its **Regional Executive Director, MILAGROS CAPAO-AN CASIS, CE** hereinafter called the "**First Party**" and **RJR AGRO-INDUSTRIAL ENTERPRISES** with principal address at **Purok 7, Bangcud, Malay-balay City, Bukidnon**, represented by its **Marketing Supervisor, ROBERT L. BAQUEQUE** hereinafter called the "**Second Party**";

WITNESSETH

Whereas, the **First Party** has a project of **Supply and delivery of 466 bags Hybrid Corn Seeds** with the Approved Budget for the Contract (ABC) of **One Million Eight Hundred Sixty-Four Thousand Pesos (P1,864,000.00)** at **Four Thousand Pesos (P4,000.00)** per bag;

Whereas, a public bidding was conducted last September 27, 2016 with five (5) bidders and **RJR Agro-Industrial Enterprises** represented by its **Marketing Supervisor, Robert L. Baqueque** was declared as **Lowest Calculated Responsive Bid** in the amount of **Seven Hundred Ninety-Two Thousand One Hundred Twenty Pesos and 78/100 (Php792,120.78)** at **One Thousand Six Hundred Ninety-Nine Pesos and 83/100 Centavos (P1,699.83)** per bag;

Whereas, the **First Party** has accepted the bid of the **Second Party** which shall be completed **within thirty (30) calendar days** at **DA-Tupi RES, Bololmala, Tupi, South Cotabato** upon receipt of **Notice to Proceed**, with the following specifications, to wit:

Specifications:

- Packed at 18kg per bag
- Germination rate : 95% and above
- Purity rate : 97% and above
- Not more than 14% MC prior to sale and delivery
- Yield potential : 5-6MT/ha
- NSIC Approved Variety
- Supplier should be BPI accredited seed grower/cooperative
- Packaging material : Printed sack with inner plastic (double lining)
 - With print out/sticker (water resistant) on the sack of the following:
 - a. DA Logo (4 inches diameter)

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- RFO XII

By:

MILAGROS CAPAO-AN CASIS, CE
Regional Executive Director

RJR Agro-Industrial Enterprises

By:

ROBERT L. BAQUEQUE
Marketing Supervisor

RAY H. EMBAJADOR
Rice & Corn Focal Person

REVIEWED AND WITNESSED BY:

DANILO M. CENTILLAS, MPS-PAM, DM
BAC Vice-Chairperson

ALLOCATION OF FUNDS:

RAKMA B. BUISAN
Regional Budget Officer

AVAILABILITY OF FUNDS:

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

Prepared by:

MAYANN S. DELA CERNA
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. Milagros C. Casis, CE	24646697	Pigcawayan, NC	October 3, 2016
2. Robert L. Baqueque	04227865	La Paz, Maramag Bukidnon	Jan. 7, 2016

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 four (4) 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 _____ day of 19 DEC 2016, 2016 at
7AL ENCIO CITY, BU

Notary Public

ATTY. PAUL VINCENT G. VILLEGAS
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
ROLL NO. 5377/TIN NO. 945-907-287
IBP NO. 0986915/PTR NO. 0956897
BOTH ISSUED ON JANUARY 4, 2016
AT MALAYBALAY CITY, BUKIDNON

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