



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. 3632441  
 Contract No. 2016-0035

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

MAY 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, AMALIA J. DATUKAN, MBA** hereinafter called the **First Party** and **GABS AGRI SUPPLY AND BUY & SELL** with principal address at **Allah Valley Drive, Zone 1, Libertad, Surallah, South Cotabato**, represented by its **Proprietor, GABRIEL C. GARLAN**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a procurement of **Various Inorganic Fertilizers** with the **Approved Budget for the Contract of Twenty-Nine Million Two Hundred Ninety-Nine Thousand One Hundred Forty Pesos (Php29,299,140.00)**;

Whereas, a public bidding was conducted on February 4, 2016 with two (2) participating bidders in which **GABS Agri Supply and Buy & Sell** won in the bidding and was awarded the **supply and delivery of Various Inorganic Fertilizers** in the amount of **Twenty Million Four Hundred Thirty-Nine Thousand Sixty Pesos (Php20,439,060.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Twenty Million Four Hundred Thirty-Nine Thousand Sixty Pesos (Php20,439,060.00)** which shall be completely delivered at **DA-CEMIARC Balindog, Kidapawan City** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- a. 5,475 bags Diammonium Phosphate (18-46-0)
  - 50 kgs/bag; Granular
  - Printed with DA logo and "NOT FOR SALE"
- b. 8,658 bags Urea (46-0-0)
  - 50 kgs/bag; Granular
  - Printed with DA logo and "NOT FOR SALE"
- c. 6,927 bags Muriate of Potash (0-0-60)
  - 50 kgs/bag; Granular
  - Printed with DA logo and "NOT FOR SALE"

**DELIVERY SCHEDULE AND BREAKDOWN:**

- a. 1<sup>st</sup> Tranche: May 2016
- Diammonium Phosphate (18-46-0) : 1,825 bags
  - Urea (46-0-0): 2,896 bags
  - Muriate of Potash (0-0-60): 2,309 bags



b. 2<sup>nd</sup> Tranche: July 2016

- Diammonium Phosphate (18-46-0) : 1,825 bags
- Urea (46-0-0): 2,886 bags
- Muriate of Potash (0-0-60): 2,309 bags

c. 3<sup>rd</sup> Tranche: September 2016

- Diammonium Phosphate (18-46-0) : 1,825 bags
- Urea (46-0-0): 2,886 bags
- Muriate of Potash (0-0-60): 2,309 bags

**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.

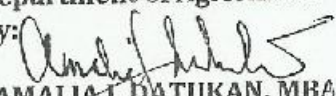
4. Should the Second Party incurred delay, Section 68, Rule XXII of RA 9184, partly states, "Xxx. The amount of the liquidated damages shall be at least equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Xxx";

5. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

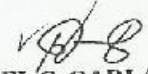
6. This agreement shall be valid and binding upon approval of both parties.

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

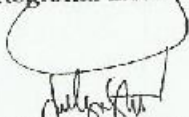
Department of Agriculture XII


By:   
AMALIA J. DATUKAN, MBA  
Regional Executive Director

GABS Agri Supply and Buy & Sell

By:   
GABRIEL C. GARLAN  
Proprietor

Reviewed and Witnessed by:

  
JOCELYN F. TORRES, Ph. D.  
AP HVCDP Focal Person

  
CARLENE C. COLLADO, CPA  
BAC Chairman

OK as to allocation of funds:

*[Signature]*  
**RAKMA B. BUISAN**  
Regional Budget Officer

Funds Available:

*[Signature]*  
**ANNA MAE A. SIDIÑO**  
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. GABRIEL C. GARLAN	01127686	- SUARAWAN SC	JANUARY 04, 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 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 MAY 23 2016 of 2016 at Koronadal City.

Doc No. : 460  
Page No. : 92  
Book No. : ttt  
Series of 2016

*[Signature]*  
**VERONICA A. DONDEGO**  
NOTARY PUBLIC  
EXPIRES DECEMBER 31, 2016  
IBPN NO. 1015-01-03-16-GSC  
REG. NO. 2020-01-03-16-KOR, CITY  
TICKET NO. V-000465  
NO. 20229