



ITB Reference No. 3632444
 Contract No. 2016-0037

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

MAY 06 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 **BINAHON AGROFORESTRY FARM** with principal address at Purok 3, Bol-ogan, Songco, Lantapan, Bukidnon, represented by its Proprietor, PERLA Q. BINAHON, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a procurement of **611,875 pcs Rubber Planting Materials** with the **Approved Budget** for the **Contract of Twenty-Four Million Four Hundred Seventy-Five Thousand Pesos (Php24,475,000.00)**;

Whereas, a public bidding was conducted on February 4, 2016 with two (2) participating bidders in which **Binahon Agroforestry Farm** won in the bidding and was awarded the **supply and delivery of 611,875 pcs Rubber Planting Materials** in the amount of **Twenty-Four Million Four Hundred Thirteen Thousand Eight Hundred Twelve Pesos and 50/100 (Php24,413,812.50)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Twenty-Four Million Four Hundred Thirteen Thousand Eight Hundred Twelve Pesos and 50/100 (Php24,413,812.50)** which shall be completely delivered at **different Municipalities in Region 12** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- Variety: PB 260 (200,000 pcs) and RRIM 600 (411,875 pcs)
- Potted in 6"x10"x0.003 black PE bag
- Minimum height: at least 0.5 meter
- Minimum age: 5-6 months old from budding
- Minimum # of leaves: 6 mature leaves
- The union of the root stock and the scion are completely healed and free from plastic strips
- The scion must be compatible with the root stocks
- Free from sprouts growing below the union
- No growing roots outside the bag
- Acclimatization period: 15 days
- Retention: 10% payment retention to be released after 3 months from delivery
- Mortality Allowance: 5%

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Delivery Schedule:

- a. 1st tranche: May 2016
 - 211,875 pcs (RRIM 600)
 - b. 2nd Tranche: July 2016
 - 200,000 pcs (RRIM 600)
 - c. 3rd Tranche: September 2016
 - 200,000 pcs (PB 260)
- ❖ See attached "ANNEX A" for the breakdown of deliveries.

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";

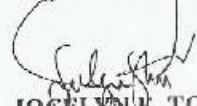
5. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

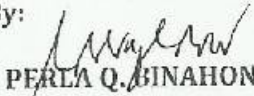
6. This agreement shall be valid and binding upon approval of both parties.

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

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Department of Agriculture XII
By: 
AMALIA J. DATUKAN, MBA
Regional Executive Director


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

Binahon Agroforestry Farm
By: 
PERLA Q. BINAHON
Proprietor

Reviewed and Witnessed by:


CARLENE C. COLLADO, CPA
BAC Chairman

Supply and delivery of 611,875 pcs. Rubber Planting Materials
 Php 24,475,000.00

Breakdown of Deliveries

Province	Municipality	Quantity (pcs)
1st Tranche		
NORTH COTABATO		211,875
	Alamada	20,000
	Aleosan	15,000
	Libungan	18,875
	Midsayap	20,000
	Pigcawayan	15,000
	Pikit	20,000
	Antipas	20,000
	Kidapawan City	15,000
	Magpet	20,000
	Makilala	15,000
	Pres. Roxas	24,000
	Danisilan	9,000
2nd Tranche		
NORTH COTABATO		61,000
	Danisilan	11,000
	Matalam	20,000
	Tulunán	20,000
SARANGANI		105,000
	Glan	19,000
	Kiamba	17,000
	Maasim	15,000
	Maitum	17,000
	Malapatan	19,000
	Malungon	18,000
SOUTH COTABATO		44,000
	General Santos	15,000
	Polomolok	15,000
	Tampakan	14,000
3rd Tranche		
SOUTH COTABATO		88,000
	Tampakan	1,000
	Tupi	15,000
	Banga	20,000
	Norala	15,000
	Sto. Nino	15,000
	Tboli	20,000
SULTAN KUDARAT		114,000
	Columbio	15,000
	Isulan	10,000
	Lambayong	12,000
	Tacurong City	10,000
	Bagumbayan	12,000
	Esperanza	15,000
	Kalamansig	20,000
	Sen. Ninoy Aquino	20,000
GRAND TOTAL		611,875

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. PERLA Q. BINAHON			

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 20th of Jan, 2016 at Koronadal City.

Doc No. : 186
Page No. : 38
Book No. : 111
Series of 2016

[Signature]
VERONICA A. DONDUEGO
NOTARY PUBLIC
UNITED STATES OF AMERICA
IBP NO. 131337-0005-15-050
PTR NO. 130618-01-0445-KOR. CITY
MCLE EXEMPTION NO. Y-000485
ROLL OF ATTY. NO. 30229