



ITB Reference No. 3632461
 Contract No. 2016-0049

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

MAY 27 2016

THIS AGREEMENT made this _____ day of _____ by and between the DEPARTMENT OF AGRICULTURE, RFO XII, Koronadal City, represented by its Regional Executive Director, AMALIA J. DATUKAN, MBA hereinafter called the First Party and MITSUBOMAR AGRI MACHINERY with principal address at Zulueta St., corner Gensan Drive, Koronadal City, represented by its Proprietor, MATIAS T. ESMERINGA, JR., hereinafter called the Second Party;

Whereas, the First Party has a procurement of Two (2) units 4WD Tractor with Implements (Cultivator) under the 90/10% sharing scheme with the Approved Budget for the Contract of Two Million Pesos (Php2,000,000.00) representing the 100% amount of the project;

Whereas, a public bidding was conducted on February 4, 2016 with two (2) participating bidders where in Mitsubomar Agri Machinery won the bidding and was awarded the supply and delivery of Two (2) units 4WD Tractor with Implements (Cultivator) in the amount of One Million Seven Hundred Ninety-Seven Thousand Seven Hundred Seventy-Six Pesos (Php1,797,776.00), representing the 100% amount of the project;

Whereas, the project shall be on 90/10% scheme wherein the Ninety percent (90%) amount of the project shall be paid by the procuring entity as DA's counterpart and the Ten percent (10%) of the total amount shall be the recipient's equity as shown below:

	(100%)	(90%)	(10%)
Total Cost	Php 1,797,776.00	1,617,998.40	179,777.60
Unit Cost	898,888.00	808,999.20	89,888.80

Whereas, the First Party has accepted the bid of the Second Party in the amount of One Million Six Hundred Seventeen Thousand Nine Hundred Ninety-Eight Pesos and 40/100 (Php1,617,998.40) at Eight Hundred Eight Thousand Nine Hundred Ninety-Nine Pesos and 20/100 (Php808,999.20) per unit for the supply of those goods to the Second Party, representing the 90% amount of the project which shall be completely delivered within Forty-Five (45) calendar days at DA-CEMIARC, Balindog, Kidapawan City upon receipt of the approved Notice to Proceed with the following specifications, to wit:

ENGINE:

- Kubota, Four-stroke cycle, water-cooled, naturally aspirated, three cylinder diesel engine, 26.5 kW or 35.5 HP. Dry type single stage clutch
- Full hydrostatic
- 31.1 HP PTO power

- 16 each for right and left rotavator blades
- 16 inches to 18 inches diameter disc plow
- 48 inches wide disc bed maker
- Heavy duty trailer tons capacity
- With brand new tires size R15
- With AMTEC Test Result
- With basic tools, reflectorized DA 12 and Agri-Pinoy logo in the Tractor and Trailer
- One year warranty on parts and services (excluding consumable parts)

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. The Second Party hereby agrees to give demo and trainings for the recipients and testing of the equipment shall be undertaken on the delivery site for two weeks or one month continuous operation before payment shall be made;

5. 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";

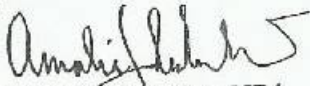
6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

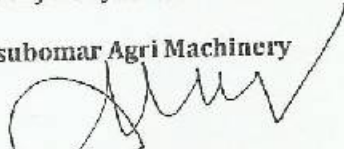
Department of Agriculture XII

By:


AMALIA J. DATUKAN, MBA
Regional Executive Director

Mitsubommar Agri Machinery

By:


MATIAS T. ESMERINGA, JR.
Proprietor

Reviewed and Witnessed by:

Joelyn F. Torres
JOCELYN F. TORRES, Ph. D.
APP HVCDP Focal Person

Carlene C. Collado
CARLENE C. COLLADO, CPA
BAC Chairman

OK as to allocation of funds:

Raima B. Buisan
RAIMA B. BUISAN
Regional Budget Officer

Funds Available:

Anna Mae A. Sidiño
ANNA MAE A. SIDIÑO
Administrative Officer V /
Regional Accountant

[Handwritten signature]

Prepared by:

Monina M. Salendar
MONINA M. SALENDAR
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	1095321	Koronadal City	January 20, 2016
2. MATIAS T. ESMERINGA, JR.	3444932	Koronadal City	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 AND SEAL, this MAY 27 2016 day of _____, 2016 at Koronadal City.

Doc No. : 400
Page No. : 92
Book No. : 411
Series of 2016

[Signature]
BERONICA A. OONDIEG
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
OSP NO. 1013881-D-0105-16 - GSC
STENOGRAPHERS/CULTIVATORS - KOR. CITY
SOLE EXHIBIT NO. V-000465
ROLL OF NOT. NO. 30229

Contract for supply and delivery of Two (2) units 4WD Tractor with implements (Cultivator) - KOR. CITY
Php 1,797,776.00 100%
Php 1,617,998.40 90%
Php 179,777.60 10%
Page 3 of 3