



ITB Reference No. 3632462
 Contract No. 2016-0050

CONTRACT OF AGREEMENT

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, hereinafter called the First Party and Fortunetract Agro-Sales, Inc., with principal address at Km.#3 J.P. Laurel Avenue, Bajada, Davao City represented by its, Area Sales Supervisor, CHRISTOPHER G. MARA-AT. Hereinafter called as the Second Party;

Whereas, the first party invited bids for certain goods viz., **Supply and Delivery of Six (6) units Multi-Cultivator with Implements (Bed Maker)** and has accepted a Bid by the Second Party for the supply of those goods in the sum of **One Million Four Hundred Ninety-One Thousand Pesos (Php 1,491,000.00)** hereinafter called "the Contract Price"

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;

2. The following documents shall be deemed to form and be read and 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.

3. 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.

[Handwritten signatures and initials are present here, including a large signature on the left and another on the right.]

4. The Second Party hereby agrees to supply and deliver the Six (6) units Multi-Cultivator with Implements (Bed Maker) in DA-CEMIARC Balindog, Kidapawan City within Forty-Five (45) calendar days upon receipt of the Notice to Proceed, with the following specifications and delivery locations, to wit:

- a. Engine: ISEKI POWER TILLER model KAI 711
Diamond Disel Engine model DI 1200, 12 HP, 4 Stroke, single-cylinder, horizontal water-cooled diesel w/ headlights
- b. Capacity of Rotavation:
At least 1 ha./day
- c. Rotavator
No. of blades: 8 left, 8 right
Riding Type
Depth of cut: 20 cm
with cage wheel and pneumatic tire #12
with bed former
with trailer of at least 3 tons cap, heavy duty, w/brand new tire #15
power transmission: 6 forward and 2 reverse, clutch disc type
1 year warranty
Brand new
Performance, efficiency and workmanship should conform to PAES
Specification should be sign and sealed bby a RPAE
With basic tools (set of flat and stars screw driver/adjustable wrench, 10,12,14,17)
With complete accessorie (pulleys, v-belts, engine oil, gear oil, etc.)
Painted with Agri-Pinoy logo on both sides and DA logo in front (10" in diameter)

5. 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.

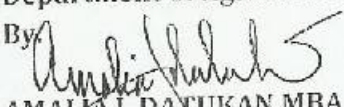
6. The Second Party hereby agrees to give demo and trainings for the recipients and testing of the equipment shall be undertaken on the delivery site for 2 weeks or 1 month continuous operation before payment shall be made


7. Should the Second Party incur 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";

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

9. 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

Fortunetract Agro Sales, Inc
 By: 
 CHRISTOPHER G. MARA-AT
 Authorized Representative

OK as to allocation of funds:

J. Torres
JOCELYN F. TORRES, Ph.D

B. Buisan
MARKIA B. BUISAN
Regional Budget Officer

C. Collado
CAROLINE C. COLLADO, CPA
CHIEF ADMINISTRATIVE OFFICER
BAC CHAIRMAN

Funds Available:

A. Sideno
ANNA MAEA SIDENO
Administrative Officer V
OIC - Regional Accountant

Prepared by:

M. Salendab
MONINA M. SALENDAB
BAC Secretarial - Head

ACKNOWLEDGEMENT:

Republic of the Philippines) S.S.
Koronadal City) S.S.

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			
2. Christopher G. Mara-at			

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 CITY OF KORONADAL PROVINCE OF DAVAO

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Series of 2016

V. Dondiego
VERONICA A. DONDEGO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
IBP NO. 00132004-1-2016-650
PTR NO. 13362M-21-0048-KOR. CITY
MCLE EXEMPTION NO. 1400465
ROLL OF ATTY. NO. 51229