

**DEPARTMENT OF AGRICULTURE**

Regional Field Office No. 12

CSA-1 Building, Zulueta Street

Koronadal City

BAC Secretariat Office Telephone Number : 083-520-1814

ITB Reference No. : 3182732

Contract Number : 481

**CONTRACT**  
**Negotiated Procurement**

This AGREEMENT is made and entered this day AUG of 21 2015, 2015 between DEPARTMENT OF AGRICULTURE-RFO XII, Koronadal City, Philippines, represented by its Regional Executive Director, AMALIA J. DATUKAN, MBA hereinafter called the "First Party" and SUKI TRADING CORPORATION with principal address at Agus, Ibabao, Lapu-Lapu city, represented by its Authorized Representative, ALBERT M. DELA TORRE hereinafter called the "Second Party";

Whereas, the First Party invited a procurement for the supply and delivery of 10 units Multi-Commodity Dryer and has accepted a Bid by the Second Party for the supply of those goods with the total amount Two Million Three Hundred Eighty Thousand Pesos (Php2,380,000.00).

**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) Specifications;
  - c) Advertisement;
  - d) License copy of the contractor;
  - e) Certificate of availability of funds;
  - f) Performance Bond;
  - g) Bids and Abstract of Bids for Bid project;
  - h) Resolution of the Bids and Awards Committee as the case may be;
  - i) Approval of the Award by the Regional Director;
  - j) Letter of Acceptance of the winning bidder
3. The Second Party hereby agrees to supply and deliver the 10 units Multi-Commodity Dryer at DA-CEMIARC, Bololmala, Tupi, South Cotabato within one hundred twenty (120) calendar days with the following specifications, to wit:

**Specifications:**

- Blower : 1.25m/sec 220 V Single Phase
- Dimension :
  - Heat collector : L=8.0m; W=2.0m
  - Drying Bed : L=10.0m; W2.0m
- Heat collector : bended materials sheet and drying bed; GI pipe and plastic sheet
- Axial Fan : 88watts, 220V
- With 1 year warranty for parts and services in defective materials and workmanship except for normal wear and tear of consumable parts
- With basic tools, operation and parts manual containing full information on method of installation and operation.
- Provide after-sales services

4. The First Party hereby covenants to pay the Second Party in consideration of the provision of the goods and services of high quality and efficiency and to remedy the 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;

5. 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";
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 by both parties.

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


Department of Agriculture Region 12

by:

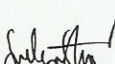
  
**AMALIA J. DATUKAN, MBA**  
 Regional Executive Director

SUKI TRADING CORPORATION

by:


  
**ALBERT M. DELA TORRE**  
 Authorized Representative

REVIEWED AND WITNESSED BY:


  
**ENGR. JOCELYN F. TORRES**  
 Regional HVCDP Focal Person

  
**JIMMY M. OLIVO, PhD.**  
 BAC Chairman

Allocation of Funds:

  
**RAKMA B. BUISAN**  
 Regional Budget Officer


Availability of Funds:

  
**ANNA MAE A. SIDEÑO**  
 OIC - Regional Accountant

Verified and Found in Order:

  
**CARLENE S. COLLADO, CPA.**  
 Chief, Administrative & Finance Division

Prepared by:

  
**MONINA M. SALENDAB**  
 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	37420215	Koronadal City	January 12, 2015
2. Albert M. Dela Torea	101757999	Lapu-Lapu City	January 28, 2015

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 (03) 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 \_\_\_\_\_, 2015 at  
~~VERONICA A. DONOFGO~~

*Veronica A. Donofigo*  
**VERONICA A. DONOFGO**  
Notary Public  
Until December 31, 2015  
IBP No. 973449 - 1-7-10  
PTR No. 1232591 - 1-8-10  
MCLE Exemption No. 20-01-0050  
Roll No. 30000

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