



ITB Reference No. 2968631
Contract No. 1081

CONTRACT

This Contract made this 04 day of May 2015 between **DEPARTMENT OF AGRICULTURE, REGIONAL FIELD OFFICE 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 **Sales Engineer, Albert M. Dela Torre**, called the **Second Party**;

Whereas, the First Party invited Bids for certain goods viz., **Ten (10) units Mobile Cassava Chipper cum Shredder** and the bid has accepted by the Second Party for the supply of those goods in the sum of **One Million Eighty Thousand Pesos (Php1,080,000.00)**, (hereinafter called "the Contract Price");

Whereas, the project is under the "Full Grant" scheme to be distributed to identified accredited recipients;

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) Technical and Financial documents of the supplier/ contractor
- (d) Performance Bond
- (e) Abstract of Bid for Bid Project
- (f) Resolution of the Bids and Awards Committee as the case may be
- (g) Approval of the Award by the Regional Executive Director conformed by the Contractor/ Supplier
- (h) 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.

4. The Second Party hereby agrees to deliver the Ten (10) units Mobile Cassava Chipper cum Shredder to **DA-Tupi, Bololmala, South Cotabato within sixty (60) calendar days** upon receipt of the Notice to Proceed with the following specifications, to wit:

Specifications:

- Capacity : 2000kg/ hr (Shredder)
- Cassava Granulator: 3000kg/hr capacity
- Diesel Engine : 10 HP, air cooled
- With brand new tire no. 14 and tow bar
- Shall be painted with Agri Pinoy and DA Logo (10" in diameter)
- Delivery Period : 60 calendar days
- Delivery Site : DA-CEMIARC, Bololmala, Tupi, South Cotabato

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

6. A warranty of one (1) year for the necessary repairs and maintenance including parts and services must be strictly observed. 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.

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.

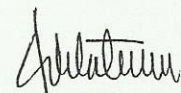
**Department of Agriculture,
Regional Field Office XII**

By:


AMALIA J. DATUKAN, MBA
Regional Executive Director


Suki Trading Corporation

By:


ALBERT M. DELA TORRE
Sales Engineer

REVIEWED AND WITNESSED BY:


JESSIE M. LUMBAO
Corn Focal Person


JIMMY M. OLIVO, Ph.D.
BAC Chairman

Ok as to Fund Allocation:

[Signature]
RAKMA B. BUISAN
Regional Budget Officer

Funds Available:

[Signature]
ANNA MAE A. SIDIÑO
Regional Accountant

Verified and found in order:

[Signature]
CARLENE C. COLLADO, CPA
Chief, Finance Division

Prepared by:

[Signature]
Monina M. Salendab
Head, BAC Secretariat

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Koronadal) 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	37420215	Koronadal City	January 12, 2015
2. Albert M. dela Torre			

Known to me to be the same persons who executed the foregoing documents and acknowledge that the same is their voluntary act and deed.

[Handwritten mark]

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 MAY 04 day of 2015 at

~~KORONADAL CITY SOUTH CEBU~~

[Signature]
VERONICA A. DON DIEGO
Notary Public
Until December 31, 2016
IBP No. 87017 - 10-10-000
PTR No. 1282884 - 10-10-1000 City
MCLE Exemption No. IV-000850
Roll No. 30229

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