



ITB Reference No. 3022351
 Contract No. 119

CONTRACT
MAY 18 2015

This Contract made this ___ day of _____ 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 **8 Allied and Associates Construction & Development, Inc.** with principal address at Apol- J Bldg., Daang Maharlika, Saniel Subd., Kidapawan City, represented by its **Manager/ Project Engineer, Romeo C. Ruferos**, called the **Second Party**;

Whereas, the First Party invited Bids for certain goods viz., **Fabrication of 250 units Composting Bin** and the bid has accepted by the Second Party for the supply of those goods in the sum of **Seven Hundred Ninety Thousand Three Hundred Two Pesos & 24/100 (Php790,302.24)**, (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

[Handwritten signature]

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.

[Handwritten mark]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

4. The Second Party hereby agrees to the Fabrication of 250 units Composting Bin to be delivered at different area in Region 12 **within sixty (60) calendar days** upon receipt of the Notice to Proceed with the following specifications, to wit:

Specifications

- b. Dormitel Chamber without Cart – 270 L.S.
 - 270 pcs. Plastic Drum
 - 10 rolls 1/8" mesh Plastic screen (30m/roll)
 - 6 rolls Mosquito net
 - 270 pcs. plastic faucet
 - 40 boxes Rebits
 - 80 kgs. Tie Wire # 16
 - 135 kgs Vermi Worm

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";

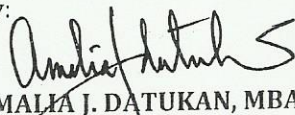
8. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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.

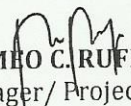
Department of Agriculture,
Regional Field Office XII

By:

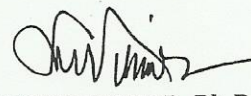

AMALIA J. DATUKAN, MBA
Regional Executive Director


8 Allied & Associates Construction
and Development, Inc.

By:


ROMEO C. RUFEROS
Manager/ Project Engineer

REVIEWED AND WITNESSED BY:


LORNA VILBAR, Ph.D
OAP 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 *mce*

[Handwritten signature]

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. Romeo Ruferos	11618003	Digos City	January 08, 2015

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

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.

MAY 18 2015

WITNESS MY HAND AND SEAL, this _____ day of _____, 2015 at

~~KORONADAL CITY SOUTH COTABATO~~

[Signature]
VERONICA A. DONDIEGO
Notary Public
Notary Public

Until December 31, 2016
IBP No. 873449 - 1-1-10 OGC
PTR No. 1232501 - 1-0-10 LOR, PSC
MCLE Exemption No. IV-0000
Roll No. 30229

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