



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Unit No. 12
CSA Building, Zulueta Street, Koronadal City
BAC Secretariat Office Tel./Fax No. 0835200564



ITB Reference No. 2528660
Contract No. ITB-DARFO12-2014-006

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made this 22th day of May, 2014 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 P&J Agricultural Trading, Inc., with principal address at P&J Bldg., Dr. Sixto Antonio Ave., Caniogan District, Pasig City hereinafter called "the Second Party";

Whereas, the First Party invited Bids for certain goods viz., Various Veterinary Feeds with the Approved Budget for the Contract (ABC) of Php500,030.00;

Whereas, the First Party has accepted a Bid by the Second Party for the supply of those goods in the sum of Four Hundred Thirty-Three Thousand Seven Hundred Fifteen Pesos (Php433,715.00) 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. the Bid Form and the Price Schedule submitted by the Bidder;
- b. the Schedule of Requirements
- c. the Technical Specifications
- d. the Entity's Notification of Award .
- e. Advertisement
- f. License copy of the contractor
- g. Certificate of availability of funds
- h. Performance Bond
- i. Bids and Abstract of Bids for Bid project
- j. Resolution of the Bids and Awards Committee as the case may be
- k. Letter of Acceptance of the winning bidder
- l. Other pertinent documents as may be reasonable required by the First Party

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3. In consideration of the payments to be made by the **First Party** to the **Second Party** as hereinafter mentioned, the **Second Party** hereby covenants with the **First Party** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. 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.

5. The **Second Party** hereby agrees to deliver the **Various Veterinary Feeds** within **forty-five (45) calendar days at DA-RFO 12, Koronadal City** upon receipt of Notice to Proceed with the following specifications, to wit:

Various Veterinary Feeds

- 195 boxes Mineral lick (salt block @20kls/box)
(to be served at 390 boxes @ 10kgs/box to meet the 20kgs/box
as required by the procuring Entity)
- 152 sacks carabao feeds(concentrate)
- 25 gal. Valbazen (dewormer, Benalvet 15%)
- 10 gal. Disinfectant (Iodophone 2.7% solution, Virophor)


6. 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";

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

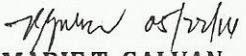
8. This agreement shall be valid and binding upon approval of both parties.

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.

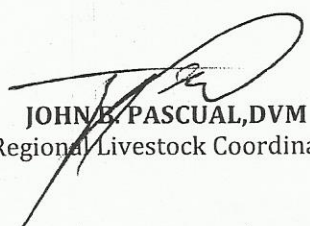
Department of Agriculture, RFO XII

By: 
AMALIA J. DATUKAN, MBA
Regional Executive Director

P&J Agricultural Trading, Inc.

By: 
ROSEMARIE T. GALVAN
Authorized Representative
(with Special Power of Attorney)

Reviewed and Witnessed by:


JOHN B. PASCUAL, DVM
Regional Livestock Coordinator


ENRIQUETO G. NATIVIDAD
BAC chairman

OK as to allocation of funds:

[Signature]
RAKMA B. BUISAN
Regional Budget Officer

Funds Available:

[Signature]
ANNA MAE A. SIDIÑO
Regional Accountant

Verified and Found in Order

[Signature]
CARLENE J. COLLADO
OIC- Chief, Finance Division

ACKNOWLEDGMENT:

Republic of the Philippines)
City of Koronadal)SS

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	08628843	Koronadal City	January 17, 2014
2.			

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 JUN 19 2014 day of , 2014 at

~~KORONADAL CITY SOUTH COLLEGE~~

Doc No. : 113
Page No. : 23
Book No. : 10
Series of 2014

[Signature]
VERONICA A. DONDIEGO
Notary Public

UNTIL DECEMBER 31 2015
IBP NO. 942349-01-01-01-010
PTR NO. 1051394-01-02-11-CITY OF KOR
ROLL NO. 2013
MOLE Registration No. 00-000550