



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office No. 12
CSA Building, Zulueta street, Koronadal City
BAC Secretariat Tel./Fax No. 083-520-0564



Contract No. : ITB-DARFO12-2013-459

ITB Reference No. : 2507751

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made this 29th day of April, 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 **Viva Machinery Sales** with principal address at **918 Carlos Street, Juna Subdivision Crossing Matina, Davao City** hereinafter called the "**Second Party**":

Whereas, the **First Party** invited Bids for certain goods viz., **35 units Power Sprayer** with the Approved Budget for the Contract (ABC) of **Php1,400,000.00**;

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-Five Thousand Two Hundred Twenty-Five Pesos (Php435,225.00)** 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
 - m. Other pertinent documents as may be reasonable required by the First Party

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 covenants to give demo and trainings for the recipients and one (1) year warranty/after-sales service must be strictly observed which include parts, maintenance and services;

6. The **Second Party** hereby agrees to deliver the **35 units Power Sprayer** within **sixty (60) calendar days** upon the date of the "conforme" portion of the duly approved Notice to Proceed at **DA-CEMIARC, Tupi, Bololmala, South Cotabato** with the following specifications, to wit:

35 UNITS POWER SPRAYER

- 5.5HP, with 100 meters hose
- 4 stroke
- Air cooled, manually cranked
- 3 piston model
- Mounted on a common steel based
- For spraying 16.4-18.2 LPM @ 800 rpm, 30-45kgs/sqm pressure discharge
- For irrigation 20-30 LPM @ 1600 rpm, 10-15 kgs/sqm pressure
- With 1 year warranty

7. Should the Second Party incurred 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*";

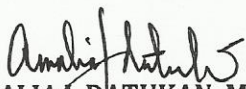
8. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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

IN WITNESS WHEREOF, the parties hereto 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-12

By:



AMALIA J. DATUKAN, MBA
Regional Executive Director


Viva Machinery Sales

By:


EREDITO C. VIVA
Proprietor

Reviewed and Witnessed by:


DANILO M. CENTILLAS
Regional HVCDP 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. SIDEÑO
Regional Accountant

Verified and Found in Order

[Signature]
CARLENE C. 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. ERDINO C. VIVA	29319436	DAVAO CITY	January 17, 2014

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 **MAY 06 2014** day of _____, 2014 at
KORONADAL CITY SOUTH COTABATO

Doc No. : 208
Page No. : 42
Book No. : 41
Series of 2014

[Signature]
VERONICA A. DONDIEGO
Notary Public
UNTIL DECEMBER 31, 2015
IBP NO. 942349-01-06-14-GSC
PTR NO. 1051394-01-03-14-CITY OF KOR,
ROLL NO. 30229
MCLE Exemption No. IV-000559