



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. 25286d1  
Contract No. ITB-DARTO12-2014-007

### CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made this 22<sup>th</sup> 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 **JMS Veterinary Distribution.,** with principal address at **Kidapawan City**, hereinafter called "**the Second Party**";

**Whereas**, the **First Party** invited Bids for certain goods viz., **Various Veterinary Medicine** with the Approved Budget for the Contract (ABC) of Php2,499,950.00;

**Whereas**, the **First Party** has accepted a Bid by the **Second Party** for the supply of those goods in the sum of **One Million Nine Hundred Twenty-Four Thousand One Hundred Pesos (Php1,924,100.00)** 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

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 Medicine** 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 Medicine**

-400 bot. oxytetracycline (100ml)  
-400 bot. multivitamins (100ml)  
-400 bot. Ivermectin (100ml)  
-400 bot. Surraplex (100ml)  
-400 bot Ivermectin Plus (100ml)  
-328 bot Electrolytes  
-400 vials Rabies vaccine (10 doses)  
(To be served at 800 vials to meet the 20 doses required by the Procuring Entity since only 10 doses/vial is available)

-180 bot. Vitamin B12 (100ml)  
-150 pcs. Syringe Fiber Glass (10ml)  
-400 bot. ND B1B1 STRAIN  
-400 bot. ND LASOTA STRAIN  
-240 vials Hog Cholera Vaccine(10 doses per vial)  
-250 bot. Oxidihydrate (100ml)  
-200 bot. Imectrin  
-200 bot. Multilyte

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";

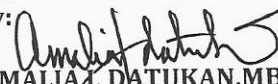
7. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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.

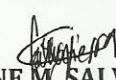
**Department of Agriculture, RFO XII**

By:

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

**JMS Veterinary Distribution**

By:

  
**CATHERINE M. SALVATIERRA**  
Proprietor



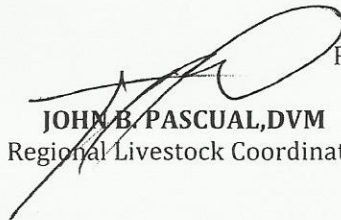









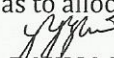


  
**JOHN B. PASCUAL, DVM**  
Regional Livestock Coordinator

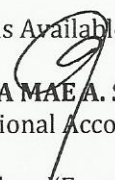
Reviewed and Witnessed by:

  
**ENRIQUETO G. NATIVIDAD**  
BAC chairman


OK as to allocation of funds:

  
**KAKMA B. BUISAN**  
Regional Budget Officer

Funds Available:

  
**ANNA MAE A. SIDEÑO**  
Regional Accountant

Verified and Found in Order

  
**CARLENE T. 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:

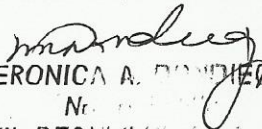
<u>NAME</u>	<u>Res. Cert.</u>	<u>Issued at</u>	<u>Issued on</u>
1. Amalia J. Datukan	08628843	Koronadal City	January 17, 2014
2. Catherine M. Salvatierra	30127029	Kidapawan City	January 3, 2014

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. : 210  
Page No. : 42  
Book No. : II  
Series of 2014

  
**VERONICA A. ROMDIEGO**  
Notary Public  
UNTIL DECEMBER 31, 2015  
IBP NO. 9423 (S.A.) (C.A.) (S.A.)  
PTR NO. 1051394 (S.A.) (C.A.) (S.A.) OF KOR.  
ROLL NO. 30000  
MCLL Exemption No. 11-00000