



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office 12
Regional Center, Carpenter Hill, Koronadal City
BAC Secretariat Office Tel. / Fax No. 083-2283411

ITB Reference No. 3888802
 Contract No. 2016-0547

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

SEP 28 2016

This contract made and entered this ____ day of _____ by and between the **DEPARTMENT OF AGRICULTURE, REGIONAL FIELD OFFICE 12, KORONADAL CITY**, represented by the **OIC - Regional Executive Director, CARLENE C. COLLADO, CPA** hereinafter called the **First Party** and **RAINBUD SCIENTIFIC TRADING ENTERPRISE** with principal address at **#1221 Duhat St., Sto. Domingo Village, Brgy. Pampanga, Buhangin District, Davao City**, represented by its **Proprietor, NINFA S. BALOYO**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the First Party has a procurement of Various Laboratory Supplies and Materials for Aflatoxin Laboratory with the Approved Budget for the Contract of Five Hundred Fifty-Seven Thousand One Hundred Thirty Pesos (Php557,130.00);

Whereas, a public bidding was conducted on August 16, 2016 with only one (1) participating bidder which was Rainbud Scientific Trading Enterprise and was awarded the supply and delivery of Various Laboratory Supplies and Materials for Aflatoxin Laboratory in the amount of Five Hundred Fifty-Six Thousand Seven Hundred Eighty Pesos (Php556,780.00);

Whereas, the First Party has accepted the bid of the Second Party in the amount of Five Hundred Fifty-Six Thousand Seven Hundred Eighty Pesos (Php556,780.00) which shall be completely delivered within Thirty (30) calendar days at DA-RFO12 Integrated Laboratory Division, Regional Center, Brgy. Carpenter Hill, Koronadal City upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- 25 boxes #42 Ashless filter paper, 100/box
- 25 boxes #41 Ashless filter paper, 100/box
- 6 units Thermohygrometer
- 10 bottles pH-balanced, bacteria - inhibiting saline eyewash solution, 180 oz/bottle
- 4 cylinder Fire Extinguisher, 10 lbs
- 4 gallons Translucent liquid disposal can, 2 gallon capacity
- 4 sets 12-Place Epoxy-Coated Steel Labware Drain Stand
- 10 boxes Nitrile Gloves, Powder free, small
- 10 bottles Citric Acid Liquid Cleaner, 1 liter
- 6 pcs Utility push cart
- 10 gallons Bleach solution, sodium hypochlorite
- 15 gallons Ethyl alcohol, absolute, AR, 20L
- 10 rolls Cotton, big
- 12 pcs. Spray bottles
- 10 pcs. Antibacterial aerosol spray, 400 gms
- 10 pcs. Insect repellent/killer spray, 400 gms
- 20 boxes Gloves, latex, 100 pcs/box
- 20 boxes Face mask, 50 pcs/box
- 6 bottles Antibacterial moisturizer, 21 oz
- 10 pcs. Safety goggles, anti-fog coating
- 15 rolls Parafilm

NOW THEREFORE, for and in consideration of the following premises, the parties hereto agreed as follows:

1. The following documents shall be deemed to form and be interpreted/construed as part of this agreement, viz:

- (a) Funded and Approved Purchase Request;
- (b) Advertisement;
- (c) Approved Notice of Award;
- (d) Performance Bond;
- (e) Bid form and the Price schedule submitted by the bidder;
- (f) Schedule of requirements;
- (g) Abstract of Bids for Bid project;
- (h) Resolution of the Bids and Awards Committee as the case may be; and
- (i) Other pertinent documents as may be reasonable required by the First Party.

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.

3. 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.

4. 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";

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

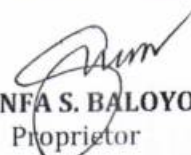
6. This agreement shall be valid and binding upon approval of both parties.

IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above.


Department of Agriculture XII
By:



CARLENE C. COLLADO, CPA
OIC - Regional Executive Director

Rainbud Scientific Trading Enterprise
By:


NINFA S. BALOYO
Proprietor

Reviewed and Witnessed by:


NADIA G. GAYANANDANG
Chief, Integrated Laboratory Division


LORNA P. VILBAR, Ph. D
BAC Chairman

OK as to allocation of funds:

[Signature]
RAKMA B. BUISAN
Regional Budget Officer

Funds Available:

[Signature]
ANNA MAE A. SIDIÑO
Administrative Officer V /
Regional Accountant

ACKNOWLEDGEMENT:

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. CARLENE C. COLLADO, CPA	1105150	Koronadal City	February 8, 2016
2. NINFA S. BALOYO			

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 (3) 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. **SEP 20 2016**

Witness my hand this _____ of _____, 2016 at Koronadal City.

Doc No. : 101
Page No. : 24
Book No. : VI
Series of 2016

[Signature]
VERONICA A. DONDIEGO
NOTARY PUBLIC

UNTIL DECEMBER 31, 2016
BP NO. 1013330-01-05-16-GSC
199021
POLICE OFFICER: *[Signature]*
POLICE OFFICER: *[Signature]*