



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. 3824358  
Contract No. 2016-0396

**CONTRACT**

KNOW ALL MEN BY THESE PRESENTS:

SEP 27 2016

This Contract made this \_\_\_ day of \_\_\_\_\_ 2015 between DEPARTMENT OF AGRICULTURE, REGIONAL FIELD OFFICE XII, Koronadal City, Philippines, represented by its OIC - Regional Executive Director, CARLENE C. COLLADO, CPA hereinafter called the First Party and TROPICS AGRO INDUSTRIES, INC. with principal address at 25 Panganiban St., Naga City, Camarines Sur, represented by its Authorized Representative, EDWIN P. PACIFICO, called the Second Party;

**WITNESSETH**

Whereas, the First Party has a procurement of Delivery and Installation of Three (3) units Compact Rice Mill and Accessories with the Approved Budget for the Contract of Six Million Three Hundred Twenty-Four Thousand Eight Hundred Eighty-Four Pesos and 39/100 (Php6,324,884.39);

Whereas, a public bidding was conducted on May 24, 2016 with two (2) participating bidders where in the Line Item No. 2: Delivery and Installation of Three (3) units Compact Rice Mill and Accessories was awarded to Tropics Agro Industries, Inc. being the Lowest Calculated Responsive Bid in the amount of Five Million Three Hundred Ninety Thousand Nine Hundred Ninety-Nine Pesos and 70/100 (Php5,390,999.70);

Whereas, the First Party has accepted the bid of the Second Party in the amount of Five Million Three Hundred Ninety Thousand Nine Hundred Ninety-Nine Pesos and 70/100 (Php5,390,999.70) which shall be completely delivered and installed within Ninety (90) calendar days upon receipt of the approved Notice to Proceed with the following specifications, to wit:

**COMPACT RICE MILL**

- With drum paddy cleaner
- Destoner
- De husker (rice huller and husk blower)
- Paddy separator
- Multi-stage rice whitener
- Rice sifter

**ACCESSORIES**

- With intake hopper
- Bucket elevator with cat walk
- Surge bin
- Stands and platforms
- Dust collecting system
- Bran cyclone
- Product tank, weighing scal
- Control panel

Warranty: 1 year on parts; 3 years on services  
Materials and component: All brand new

**DELIVERY AND INSTALLATION SITES:**

- ❖ Kidapawan City
- ❖ Esperanza, Sultan Kudarat
- ❖ Tantangan, South Cotabato

**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.

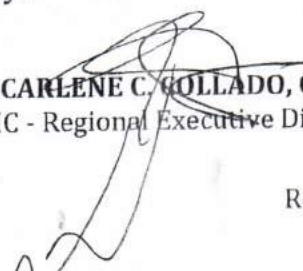
4. Should the Second Party incurred delay, Section 68, Rule XXII of RA 9184, partly states, "Xxx. The amount of the liquidated damages shall be at least equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Xxx";

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.

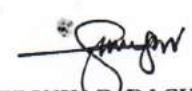
**IN WITNESS WHEREOF**, the parties hereto set their respective signatures on the day written above.


**Department of Agriculture XII**  
By:

  
**CARLENE C. GOLLADO, CPA**  
OIC - Regional Executive Director

**RAY H. EMBAJADOR**  
CEREAL, Focal Person

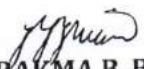
**Tropics Agro Industries, Inc.**  
By:

  
**EDWIN P. PACIFICO**  
Authorized Representative

  
**LORNA P. VILBAR, Ph. D.**  
BAC Chairman

Reviewed and Witnessed by:

OK as to allocation of funds:

  
**RAKMA B. BUISAN**  
Regional Budget Officer

Funds Available:

~~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:

NAME	Res. Cert.	Issued at	Issued on
1. CARLENE C. COLLADO, CPA	1105150	Koronadal City	February 8, 2016
2. EDWIN P. PACIFICO	14372359	DANAO CITY	JANUARY 26, 2016

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.

Witness my hand this SEP 27 2016, 2016 at Koronadal City.

Doc No. : 406  
Page No. : 63  
Book No. : V  
Series of 2016

*Veronica A. Dondiego*  
**VERONICA A. DONDIEGO**  
**NOTARY PUBLIC**

UNTIL DECEMBER 31, 2016

SP NO. 1013330-01-05-16-GSC

SP NO. 1330218-01-04-16-KOR.CITY

SOLE EXEMPTION NO. V-000465

ATTY. NO. 30229