



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office 12
Regional Center, Carpenter Hill, Koronadal City
BAC Secretariat Office Tel. / Fax No. 5208780793

ITB Reference No. 3632458
 Contract No. 2016-0046

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered this ____ day of MAY 16 2016 by and between the **DEPARTMENT OF AGRICULTURE, REGIONAL FIELD OFFICE 12, KORONADAL CITY**, represented by the **Regional Executive Director, AMALIA J. DATUKAN, MBA** hereinafter called the **First Party** and **SHOCK AND AWE TRADING** with principal address at **301 Lions bldg., Candelaria St., Ecoland Subd., Matina, Davao City**, represented by its **Proprietor, TED ESPINOSA**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a procurement of **Various Equipment for the Calamansi Juice Processing** with the **Approved Budget for the Contract of Nine Hundred Ninety-Eight Thousand Pesos (Php998,000.00)**;

Whereas, a public bidding was conducted on February 4, 2016 with only one (1) participating bidder which was **Shock and Awe Trading** and was awarded the **supply and delivery of Various Equipment for the Calamansi Juice Processing** in the amount of **Nine Hundred Forty-Five Thousand Pesos (Php945,000.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Nine Hundred Forty-Five Thousand Pesos (Php945,000.00)** which shall be completely delivered within **Forty-Five (45) calendar days** at **DA-CEMIARC, Balindog, Kidapawan City** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

1 UNIT SPIRAL CALAMANSI JUICER

- Handling capacity: 0.5t/h, diameter of spiral: 120mm
- Rotational speed of spiral: 400 rpm, Bore diameter of filter: 0.6mm
- Power of drive motor: 3 HP, Weight: 160 kgs, Overall dimension: 800x320x750 mm
- Materials: Stainless steel
- With DA and Agri-Pinoy Logo (3"x3")

1 UNIT PNEUMATIC LIQUID FILLING

- Machine twin head
- Filling range (mL): 50-1,000, Filling Accuracy (FS)+ 0.5%
- Production capacity (cycle/min): 1-25, Air Volume (m3/min): 0.1
- Air Pressure (Mpa): 0.4-0.9, size of package (mm): 950x280x350
- Net weight (kg): 45, with air compressor
- With DA and Agri-Pinoy logo (3"x3")

1 UNIT PATURIZED DOUBLE JACKETED KETTLE

- Capacity: 50L, Barrel size: 600*400mm
- With agitator, Temperature gauge and gas burner, inner layer: 3mm SUS304
- Jacket layer 3mm (Q235-B), Cladding layer: 2mm SUS304
- Voltage: 220V, Single Phase, 50 Hz, Weight: 105 kgs
- With DA and Agri-Pinoy logo (3"x3")

1 UNIT HANDHELD PNEUMATIC CAPPING MACHINE

- For tightening plastic screw caps
- Capping size: 5-30mm 30-90mm
- Capping speed: 30 bottles/min
- Weight: 0.6 kg/net 1.1 kg
- Gas pressure more than 4.5 kg/cm², less than 62,000 cm²
- Speedy connector size: ¼ inches, clutch adjustable
- With DA and Agri-Pinoy logo (3"x3")

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1 UNIT DOUBLE SINK

- 1.2mm thickness stainless steel plate, 2 main frame diameter
- 76x80 mm double drain board and backsplash sink

1 UNIT WASHING TABLE

- Stainless steel, 76x80 mm with undershelf

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. The Second Party hereby agrees to give demo and trainings for the recipients and testing of the equipment shall be undertaken on the delivery site for two weeks or one month continuous operation before payment shall be made;

5. 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";

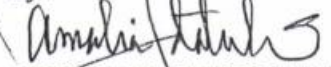
6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

7. 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:

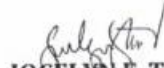

AMALIA J. DATUKAN, MBA
 Regional Executive Director

Shock and Awe Trading

By:


TED ESPINOSA
 Proprietor

Reviewed and Witnessed by:


JOCELYN F. TORRES, Ph. D.
 AP HVCDP Focal Person


CARLENE C. COLLADO, CPA
 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

Prepared by:

[Signature]
MONINA M. SALENDAB
Head, BAC Secretariat

[Handwritten scribble]

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. AMALIA J. DATUKAN, MBA	1095321 Koronadal City		January 20, 2016
2. TED ESPINOSA			

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 MAY 16 2016, 2016 at Koronadal City.

Doc No. : 220
Page No. : 34
Book No. : 11
Series of 2016

[Signature]
VERONICA A. DONDEGO
NOTARY PUBLIC
UNTIL FEBRUARY 21, 2016
IBP NO. 1 15177-1-10-15-GSC
PTR NO. 15177-1-10-15-KORONADAL CITY
MCLE EXEMPTED UNDER RA 9008
ROLL OF ATTY. NO. 30229