



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. 3632396
Contract No. 2016-0016

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 **Twenty-Two (22) units Vacuum Pack Sealer** with the **Approved Budget for the Contract of One Million Forty-Five Thousand Pesos (Php1,045,000.00)**;

Whereas, a public bidding was conducted on February 3, 2016 with four (4) participating bidders wherein **Shock and Awe Trading** won in the bidding and was awarded the **supply and delivery of Twenty-Two (22) units Vacuum Pack Sealer** in the amount of **Nine Hundred Ninety Thousand Pesos (Php990,000.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Nine Hundred Ninety Thousand Pesos (Php990,000.00)** which shall be completely delivered within **Sixty (60) calendar days** at **DA-CEMIARC, Bololmala, Tupi, South Cotabato** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- Sealing Length: 400 mm minimum
- Single Chamber
- Electric power: 220V/60Hz
- With reflectorized Agri-Pinoy and DA logo
- Warranty: 1 year

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*";

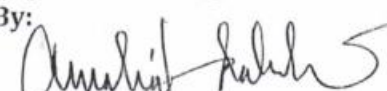
6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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



RAY H. EMBAJADOR
AP Cereal Focal Person

Shock and Awe Trading

By:


TED ESPINOSA
Proprietor

Reviewed and Witnessed by:


CARLENE C. SOLLADO, CPA
BAC Chairman

