



Republic of the Philippines
 DEPARTMENT OF AGRICULTURE
 Regional Field Office 12
 CSA Building, Zulueta Street, Koronadal City
 BAC Secretariat Office Tel. / Fax No. 083-8780793

ITB Reference No. 3598275
 Contract No. 2015-1086

CONTRACT

KNOW ALL MEN BY THESE PRESENTS: **MAR 15 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 **Regional Executive Director, AMALIA J. DATUKAN, MBA** hereinafter called the **First Party** and **SUPER TRADE ENTERPRISES** with principal address at #937 **EDSA, Philam, Quezon City**, represented by its **Area Sales Manager, ROMULO C. REBLINGCA**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a project of **supply and delivery of Thirty-One (31) units Rice Thresher** with the **Approved Budget for the Contract of Three Million Five Hundred Sixty-Five Thousand Pesos (Php3,565,000.00)**;

Whereas, a public bidding was conducted on January 5, 2016 with three (3) participating bidders where **Super Trade Enterprises** won in the bidding and was awarded the **supply and delivery of Thirty-One (31) units Rice Thresher** in the amount of **Three Million Ninety Thousand Seven Hundred Pesos (Php3,090,700.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Three Million Ninety Thousand Seven Hundred Pesos (Php3,090,700.00)** which shall be completely delivered within **Forty-Five (45) calendar days** at **DA-CEMIARC, Bololmala, Tupi, South Cotabato** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

Engine :

- diesel, water cooled, 4 stroke
- 12 HP minimum rated power

Thresher :

- axial flow mechanical type with sifter and fan
- Gauge 14 minimum thickness of threshing cylinder cover
- Minimum output capacity of 2.75T/H based on based on 20% MC
- Minimum grain purity of 95%
- Maximum threshing loss of 1.4%
- With cart and brandnew tires (minimum size #14)
- Performance, efficiency and workmanship should conform to PAES
- AMTEC Test Result should conform to PAES
- Specification should be signed and sealed by RPAE with PRC valid ID
- With pulleys, belys, belt dressing, engine oil and all other accessories
- With basic tools (set of flat and star screw driver, adjustable wrench, 10, 12, 14, 17)
- With DA and Agri-Pinoy Logo and body number (outdoor stocker with cellophane, 10" diameter)
- Minimum warranty of 1 year for the machine and 2 years warranty for the engine.
- Should have service center and trained technician within the region

ppp

Amal J. Datukan

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/constructed 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 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 2 weeks or 1 month continuous operation before payment shall be made;

4. 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.

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";

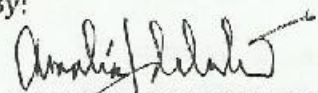
6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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.

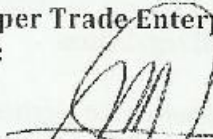
Department of Agriculture XII

By:


 AMALIA J. DATUKAN, MBA
 Regional Executive Director


Super Trade Enterprises

By:


 ROMULO C. REBLINGCA
 Area Sales Manager

Reviewed and Witnessed by:


 RAY H. EMBAJADOR
 AP Cereal Program Focal Person


 CARLENE S. 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

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. AMALIA J. DATUKAN, MBA	1095321	Koronadal City	January 20, 2016
2. ROMULO C. REBLINGCA			

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.

MAR 14 2016

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

[Signature]
VERONICA A. DOMDIEGA
NOTARY PUBLIC

NOTARY PUBLIC
EXPIRES DECEMBER 31, 2016
REG. NO. 1A15000-1005-16-GSC
REG. NO. 1A15000-1005-16-KOR. CIT)
MCLE EXEMPTION NO. V-000465
ROLL OF CITY. NO. 30229

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