



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. 3632412
Contract No. 2016-0022

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 **Seventeen (17) units Cassava Digger** with the **Approved Budget for the Contract of One Million Two Hundred Seventy-Five Thousand Pesos (Php1,275,000.00)**;

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 Seventeen (17) units Cassava Digger** in the amount of **Nine Hundred Fifty-Two Thousand Pesos (Php952,000.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Nine Hundred Fifty-Two Thousand Pesos (Php952,000.00)** which shall be completely delivered within **Seventy-Five (75) calendar days** at **DA-CEMIARC, Bololmala, Tupi, South Cotabato** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- Single row, tractor-drawn
- Field capacity: 2-3 ha/day
- Width of cut: 20-30 cm
- Digs up soil up to 30 cm deep
- Made up of rigid materials for durability and adjustable digging plate for varied depth
- Detachable blade for easy replacement
- Materials must conform to PAES 132:2002 & PAES 121:2001
- Warranty : 1 year

Handwritten initials and signature on the left margin.

Handwritten signature on the right margin.

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.

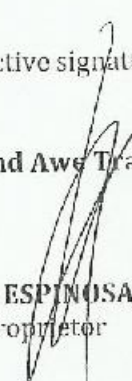
IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above.

Department of Agriculture XII
By:

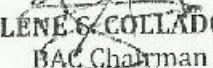

AMALIA J. DATUKAN, MBA
Regional Executive Director


RAY H. EMBAJADOR
AP Cereal Focal Person

Shock and Awe Trading
By:


TED ESPINOSA
Proprietor

Reviewed and Witnessed by:


CARLENE 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. 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 of 2016 at Koronadal City.

Doc No. : 219
Page No. : 47
Book No. : III
Series of 2016

[Signature]
VERONICA A. DONDIEGO
NOTARY PUBLIC
CITY OF KORONADAL
ROLL OF ATTY. NO. 30229