



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. 3701622
 Contract No. 2016-0187

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

JUN 22 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 **P & J AGRICULTURAL TRADING, INC.** with principal address at **184 Dr. Sixto Antonio Avenue, Caniogan, Pasig City**, represented by its **Authorized Representative, JOHANNA LIN J. PINEDA-GUIANG**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a procurement of **Veterinary Drugs and Biologics** with the **Approved Budget for the Contract of Two Million Four Hundred Ninety-Nine Thousand Nine Hundred Eighty Pesos (Php2,499,980.00)**;

Whereas, a public bidding was conducted on March 14, 2016 with three (3) participating bidders in which **P & J Agricultural Trading, Inc.** won in the bidding and was awarded the **supply and delivery of Veterinary Drugs and Biologics** in the amount of **One Million Three Hundred Sixty-Five Thousand Three Hundred Eighty Pesos (Php1,365,380.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **One Million Three Hundred Sixty-Five Thousand Three Hundred Eighty Pesos (Php1,365,380.00)** which shall be completely delivered within **Forty-Five (45) calendar days** at **DA-12 Regional Office, Koronadal City** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- **500 bottle Oxytetracycline**
 - Base 200mg injectable at 100ml per bottle
- **162 bottle Enrofloxacin**
 - 50mg/ml at 10ml per bottle, injectable
- **162 pack Doxycycline HCL**
 - 83,000mg Tiamulin Hydrogen Fumarate; 20,000mg Vit. A; 12,500 iu Vit. B12; 1,500mcg soluble powder; 1kg. per bag
- **162 bottle Vitamin B Complex**
 - Vit. B1 10mg; Vit. B2 4mg; Vit. B6 4mg; Vit. B12 10mcg; Nicotinamide 50mg; Calcium Pantothenate 5mg; Liver Extract 25mg; 100ml per bottle
- **162 bottle Vitamin ADE**
 - 100ml per bottle injectable
- **162 pack Vitamin+Minerals+Electrolytes**
 - Vit. A 5,000iu; Vit. D3 800,000iu; Vit. E 2,000iu; Vit. K3 2,000mg; Vit. B1 2,000mg; Vit. B2 5,000 mg; Vit. B6 1,000mg; Vit. B12 1,000mcg; Ca Pantothenate 5,000mg; Niacin Amide 6,000mg; Folic Acid 400mg; Methionine 16,000mg; Cobalt 140mg; Manganese 140mg; Fe 2,140mg; K 3,740mg; Na 2,520mg; Zn 130mg; 1kg per pack

- 162 liter Albendazole (112.5mg suspension; 1 liter)
- 162 box Levamisole HCL (10% soluble powder; 10gms per sachet at 24 sachet per box)
- 162 bottle Doramectin (10mg injectable; 50mg per bottle)
- 162 bottle Analgin (100ml per bottle injectable)
- 500 vial Rabies Vaccine (10ml per vial; Rabies virus glycoprotein \geq 1 IU)
- 321 bottle Pasteurella multocida (Type B vaccine; 100ml per bottle; injectable)
- 25 vial Surraplex (100ml per bottle, injectable)


NOW THEREFORE, for and in consideration of the following premises, the parties hereto agreed as follows:

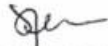
1. The following documents shall be deemed to form and be interpreted/construed as part of this agreement, viz:
 - (a) Funded and Approved Purchase Request;
 - (b) Advertisement;
 - (c) Approved Notice of Award;
 - (d) Performance Bond;
 - (e) Bid form and the Price schedule submitted by the bidder;
 - (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

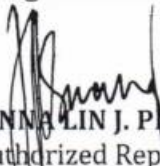
By:


AMALIA J. DATUKAN, MBA
Regional Executive Director


AMENA H. UBAGAN
APP - Livestock Coordinator

P & J Agricultural Trading, Inc.


By:


JOHANNA LIN J. PINEDA-GUIANG
Authorized Representative

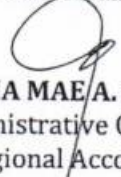
Reviewed and Witnessed by:


CARLENE C. COLLADO, CPA
BAC Chairman

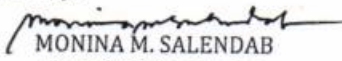
OK as to allocation of funds:


RAKMA B. BUISAN
Regional Budget Officer

Funds Available:


ANNA MAE A. SIDEÑO
Administrative Officer V /
Regional Accountant

Prepared by:


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. JOHANNA LIN J. PINEDA-GUIANG			

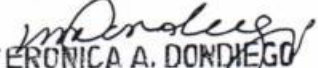
Known to me to be the same persons who executed the foregoing documents and acknowledged that the same are their voluntary acts and deeds.

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.

JUN 22 2016

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

Doc No. : 81
Page No. : 17
Book No. : 10
Series of 2016


VERONICA A. DONDIEGO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016

IBP NO. 1010000-01-05-16-GSC
RTR NO. 1030000-01-04-16-KOR.CITY
MCLE EXEMPTION NO. V-000465
ROLL OF ATTOR. NO. 30229