



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. 3701654  
Contract No. 2016-0190

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

JUN 03 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, ANIALIA J. DATUKAN, MBA** hereinafter called the **First Party** and **ADVIRA TRADING CORPORATION** with principal address at **Unit G, 3/F, J & M Mendoza Bldg. Doña Soledad Avenue, Don Bosco, Parnaque City**, represented by its **Authorized Representative, VIRGILIO L. BADILLA**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a procurement of **Artificial Insemination Equipment** with the **Approved Budget for the Contract of Seven Hundred Ninety-Eight Thousand Pesos (Php798,000.00)**;

Whereas, a public bidding was conducted on March 14, 2016 with only one (1) participating bidder which was **Advira Trading Corporation** and was awarded the **supply and delivery of Artificial Insemination Equipment** in the amount of **Seven Hundred Ninety-Eight Thousand Pesos (Php798,000.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Seven Hundred Ninety-Eight Thousand Pesos (Php798,000.00)** which shall be provided for within **Thirty (30) calendar days** in the **DA-RFO 12, Koronadal City** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

**7 unit Mother AI LN2 Tank**

- MVE Spectrum 35, No. of Canister - 6, No. of ½ cc straws (10/cane) - 660, No. of ½ cc straws (1 level bulk) - 780, No. of 1.2 & 2.0 ml vial (5/cane) - 150, Liquid Nitrogen capacity - 36.5 liters, Static evaporation rate - 0.102 liters/day Static holding time - 360 days, Normal working duration - 192 days, neck opening - 55.4mm, Overall height - 657, Outside diameter - 464mm, Canister height - 279mm, Canister diameter - 41.9mm, Empty weight - 15.9 kg, Full weight - 44kg

**9 units Field AI LN2 Tank**

- MVE Spectrum 3; No. of Canister: 6; No. of ½ cc straws (1 level bulk): 780; Liquid Nitrogen Capacity: 3.6 liters; Static Evaporation Rate: 0.13 liters/day; Static holding time: 28 days; Normal working duration: 17 days; Neck Opening: 55.4mm; Overall height: 406mm; Outside diameter: 222mm; Canister height: 127mm; Canister diameter: 41.9mm; Empty weight: 3.6kg; Full weight: 6.5kg

**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 DMI

By:

*Amalia J. Datukan*  
**AMALIA J. DATUKAN, MBA**  
 Regional Executive Director

9  
 189905

*Nasser M. Blah*  
**NASSER M. BLAH**  
 UNAIIP Coordinator

**Advira Trading Corporation**

By:

*Virgilio L. Badilla*

**VIRGILIO L. BADILLA**  
 Authorized Representative

Reviewed and Witnessed by:

*Carlene C. Collado*  
**CARLENE C. COLLADO, CPA**  
 BAC Chairman



OK as to allocation of funds:

*[Signature]*  
RAICMA 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 mark]*

**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	095321	Koronadal City	January 20, 2016
2. VIRGILIO L. BADILLA	0128024	Paranaque City	January 21, 2016

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 JUN 30 of 2016, 2016 at Koronadal City.

Doc No. : 463  
Page No. : 93  
Book No. : III  
Series of 2016

*[Signature]*  
VERONICA A. DONDECA  
NOTARY PUBLIC

UNTIL DECEMBER 31, 2016  
IBP NO. 103390-01-05-16-GSC  
PTR NO. 100110-01-04-16-KOR. CITI  
MCLE EXEMPTION NO. V-000465  
ROLL OF ATTY. NO. 30229

*[Handwritten signature]*