

CONTRACT AGREEMENT

THIS AGREEMENT made the 27th day of May 2025 between **Department of Agriculture - Caraga Region** of the Philippines hereinafter called the "Entity" of the one part and **Molave Trading, Inc.** of **Quezon City**, Philippines hereinafter called the "Supplier" of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Procurement of Various Laboratory Equipment** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Two Million Seven Hundred Ninety-Six Thousand Nine Hundred Forty Pesos & 1/100 Only (P2,796,940.01)** hereinafter called the "Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;


Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **Two Million Seven Hundred Ninety-Six Thousand Nine Hundred Forty Pesos & 1/100 Only (P2,796,940.01)** or such other sums as may be ascertained, **Molave Trading, Inc.** agrees to **Procurement of Various Laboratory Equipment** in accordance with his/her/its Bid.
4. The **Department of Agriculture - Caraga Region** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. The **Molave Trading, Inc.** agrees to indemnify the **Department of Agriculture - Caraga Region** the amount of not less than 10 % of the Contract Price as liquidated damages for failure of **Molave Trading, Inc.** to deliver the above stated goods.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first before written.


ARLAN M. MANGELEN
Regional Executive Director
for:

Department of Agriculture, Caraga


EMMANUEL A. ACERO
Authorized Representative
for:

Molave Trading, Inc.

Acknowledgement

JUN 20 2025


BEFORE ME, a Notary Public on this _____ day of _____ 2025 in the City of Butuan, Philippines personally appeared.

NAME	Gov't. Issued ID	Date/Place Issued
ARLAN M. MANGELEN	<u>UMID (CRN:006-0055-9527-1)</u>	<u>South Cotabato</u>
EMMANUEL A. ACERO	<u>Driver's License</u> <u>(N21-90-002548)</u>	<u>Quezon City</u>

Known to me to be the same person who executed this foregoing instrument which consist of two (2) pages including this acknowledgment page signed by the parties concerned and their instrument witness in every page thereof and that the same is their free and voluntary act and deed and that of the entity they represent for this contract which relates to the Procurement of goods stated in this contract.

IN WITNESS THEREFORE, I herein set hand and affixed my Notarial Seal at the place and date first above written.

DOC. NO: 86
PAGE NO: 19
BOOK NO: IV
SERIES OF: 2025


ATTY. SHERYLE D. DUNGCA
Notary Public in Quezon City
Commission ADM-NP-271(2025-2026)
Roll No. 78139
PTR No. 7133708; 01/23/25
IBP No. 526637; 02/04/25
MCLE Compliance No. VIII-0022399 valid until April 14, 2028
103 A.N.Y Bldg 38 Timog Ave. Quezon City



PURCHASE ORDER

3-41

05/20/25

05/20/25

Supplier : MOLAVE TRADING, INC.	P.O. No. : 25-05-420 PB
Address : 891 SOUTH TRIANGLE, DILIMAN, QUEZON CITY	Date : 5/28/2025
TIN : 00-390-460-000	Mode of Procurement : Public Bidding

Gentlemen:

Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery : DA-ILD, TAGUIBO, BUTUAN CITY	Delivery Term : FOB Caraga
Date of Delivery : Within 60 calendar days upon receipt of NTP	Payment Term : Full payment upon complete delivery subject to availability of cash

Stock/ Property No.	Unit	Description	Quantity	Unit Cost	Amount
	unit	Procurement of Various Laboratory Equipment			
	unit	Analytical Balance <i>Brand/Model: SARTORIUS BSA224s-CW AB (Germany)</i> <i>Specifications:</i> <ul style="list-style-type: none">- Weighing Capacity: 225± 5g- Readability: 0.0001g- Repeatability: 0.0001g- Linearity: 0.0003g- Internal Calibration: Yes- Response Time: ≤3 sec- Calibration Certificate: Yes (By 3rd Party)	3	113,396.97	340,190.91
	unit	Fumehood with Acid Storage Cabinet <i>Brand/Model: LABCONCO PROTECTOR XSTREAM (USA)</i> <i>Specifications:</i> <ul style="list-style-type: none">- Ducted with Built-in blower: Yes- Impeller: Coated steel/aluminum- Exterior & Interior Build: 16 gauge steel, powder-coated- Work area: Flat solid epoxy or corrosion resistant surface- Window Sash: ≥3/16" tempered glass, Vertical rising; epoxy or corrosion resistant – coated aluminum handle- Built-in: LED/incandescent light, at least 1 electrical receptacle 220V, air flow monitor, cupsink & turret- Exhaust connection: Powder coated steel, 10±1" Outer Diameter (OD)- Dimension (WxDxH): 47" Width x 32" Depth x 55"- Standards Conformity: CFR 29, Part 1910; SEFA 1-2010; NFPA 45-2011; ASHRAE 110-1995; ANSI Z9.5-2011; UL 61010-1; CAN/CSA C22.2 No. 61010.1; UL 1805; SEFA 8-2010, Cabinet Surface Finish Tests; CE Conformity Marking or their corresponding equivalents- Availability of Technical Personnel (Mindanao): Yes- Free Installation and training on basic operation & maintenance; One year warranty on parts & services <i>continue next page...</i>	1	1,297,606.00	1,297,606.00

(Total Amount in Words):	SUBTOTAL:	PHP 1,637,796.91
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In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the undelivered item/s.

Conforme:

Emmanuel A. Acero

Signature over Printed Name of Supplier

June 19, 2025

Date

Very truly yours

ARLAN M. ANGELES
Regional Executive Director

for 05/28/2025

Fund Cluster : _____
Funds Available : **STO-140**

JANE V. MAMBA
Admin Officer IV
OIC, Accounting Section

for

ORS/BURS No. : **2025-06-001657**
Date of the ORS/BURS: **JUN 16 2025**
Amount : **2,796,940.00**



PURCHASE ORDER

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Address: 891 SOUTH TRIANGLE, DILIMAN, QUEZON CITY	Date: 5/28/2025
TIN: 00-390-460-000	Mode of Procurement: Public Bidding

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Place of Delivery: DA-ILD, TAGUIBO, BUTUAN CITY	Delivery Term: FOB Caraga
Date of Delivery: Within 60 calendar days upon receipt of NTP	Payment Term: Full payment upon complete delivery subject to availability of cash

Stock/ Property No.	Unit	Description	Quantity	Unit Cost	Amount
	unit	<p><i>balance forwarded:</i></p> <p>Fumehood Benchtop Only Brand/Model: LABCONCO PROTECTOR XSTREAM (USA) Specifications:</p> <ul style="list-style-type: none">- Ducted with Built-in integral blower: Yes- Impeller: Coated steel/Aluminum- Steel base & housing: powder coated- Work area: Flat solid epoxy or corrosion resistant surface- Window Sash: $\geq 3/16$" tempered glass, Vertical rising; epoxy or corrosion resistant – coated aluminum handle- Built-in: LED/incandescent light, at least 1 electrical receptacle 220V, air flow monitor, cupsink & turret- Exhaust connection: Powder coated steel, 10\pm1" Outer Diameter (OD)- Dimension (WxDxH): Maximum of 47"Width x 32" Depth x 55"- Standards Conformity: CFR 29, Part 1910; SEFA 1-2010; NFPA 45-2011; ASHRAE 110-1995; ANSI Z9.5-2011; UL 61010-1; CAN/CSA C22.2 No. 61010.1; UL 1805; SEFA 8-2010, Cabinet Surface Finish Tests; CE Conformity Marking or their corresponding equivalents- Availability of Technical Personnel (Mindanao): Yes- Free Installation and training on basic operation & maintenance;- One year warranty on parts & services <p><i>Purpose: For weighing of samples; products & laboratory personnel protection</i></p> <p><i>END USER: ILD/FCAL</i></p>	1	1,159,143.10	1,159,143.10

(Total Amount in Words):	TWO MILLION SEVEN HUNDRED NINETY-SIX THOUSAND NINE HUNDRED FORTY PESOS & 1/100 ONLY	PHP 2,796,940.01
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Conforme:

Emmanuel A. Acero

Signature over Printed Name of Supplier

June 19, 2025

Date

Very truly yours,

ARLAN M. MANGELAN

Regional Executive Director

for 05/28/2025

Fund Cluster: _____

Funds Available: **STO-100**

ORS/BURS No.: **2025-00-001657**

Date of the ORS/BURS: **JUN 16 2025**

Amount: **2,796,940.00**

JANE V. MAMBA

Admin Officer IV

OIC, Accounting Section