



ITB Reference No. 3022354
Contract No. 2015-119

CONTRACT

This Contract made this day of **MAY 18 2015** 2014 between **DEPARTMENT OF AGRICULTURE, REGIONAL FIELD OFFICE XII**, Koronadal City, Philippines, represented by its **Regional Executive Director, AMALIA J. DATUKAN, MBA** hereinafter called the **First Party** and **Agri Component Corporation** with principal address at 16 ANPN Bldg., 1240 E. delos Santos Ave., A. Samson, 1106 Quezon City represented by its President, **ELMER A. BAQUIRAN** called the **Second Party**;

Whereas, the First Party invited Bids for certain goods viz., **Six (6) units Mini Corn Mill** and the bid has accepted by the Second Party for the supply of those goods in the sum of **One Million Seventy Thousand Seven Hundred Pesos (Php1,070,700.00)**, (hereinafter called "the Contract Price");

Whereas, the project is under the "Full Grant" scheme to be distributed to identified accredited recipients;

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 shall be deemed to form and be read and construed as part of this agreement, viz.:

- (a) Approved Purchase Request;
- (b) Advertisement;
- (c) Technical and Financial documents of the supplier/ contractor
- (d) Performance Bond
- (e) Abstract of Bid for Bid Project
- (f) Resolution of the Bids and Awards Committee as the case may be
- (g) Approval of the Award by the Regional Executive Director conformed by the Contractor/ Supplier
- (h) Other pertinent documents as may be reasonable required by the First Party

3. 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.

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Contract_ 6 units Mini Corn Mill_ Php1,070,700.00
Page 1 of 3

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4. The Second Party hereby agrees to deliver the Six (6) units Mini Corn Mill to **DA-Tupi, Bololmala, South Cotabato within sixty (60) calendar days** upon receipt of the Notice to Proceed with the following specifications, to wit :

- Roller Type
- Material Specification for Roller : AISI 4140 or its ESO Equivalent
- Minimum Input Capacity : 100 kg/hr
- Minimum Product Recovery : 65%
- Maximum Losses : 5%
- Maximum noise level : 92 db (as per PAES 210)
- Horsepower Requirement : 10-12 HP, Air cooled, Diesel Engine Motor
- Design and Finish should be according to PAES 210
- AMTEC Tested
- With DA and Agri Pinoy Logo (painted)

5. The Second Party hereby agrees to give demo and trainings for the recipients which shall be undertaken on the delivery site for 2 weeks or 1 month continuous operation before payment shall be made;

6. A warranty of one (1) year for the necessary repairs and maintenance including parts and services must be strictly observed. 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.

7. Should the Second Party incur 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";

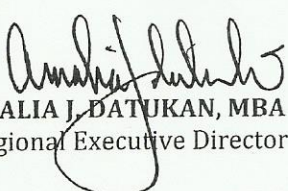
8. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

9. 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,
Regional Field Office XII**

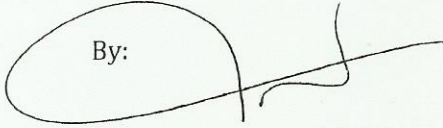
By:



AMALIA J. DATUKAN, MBA
Regional Executive Director


JESSIE LUMBABO
Corn Focal Person

Agri Component Corp.

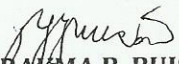
By:


MR. ELMER A. BAQUIRAN
President


JIMMY M. OLIVO, Ph.D.
BAC Chairman

REVIEWED AND WITNESSED BY:

Ok as to Fund Allocation:


RAKMA B. BUISAN
Regional Budget Officer

Funds Available:

[Signature]
ANNA MAE A. SIDEÑO
Regional Accountant

Verified and found in order:

[Signature]
CARLENE C. COLLADO, CPA
Chief, Finance Division

ACKNOWLEDGEMENT

[Handwritten mark]

Republic of the Philippines)
City of Koronadal) S.S.

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	37420215	Koronadal City	January 12, 2015
2. Elmer A. Baquiran	PASSPORT NO. EC19D4920		August 15, 2014

Known to me to be the same persons who executed the foregoing documents and acknowledge that the same is their voluntary act and deed.

This instrument consists of three (03) 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 AND SEAL, this 18 day of MAY, 2015 at
QUEZON CITY, M.M.

[Signature]
ATTY. LEIS M. DE VERA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
PTR. NO. 9012-38/01-07-15/Q.C.
IBP. NO. 0982575/01-07-15/Q.C.
ROLL NO. 20761
4TH MCLE NO. 0009531

Doc No. : 465
Page No. : 93
Book No. : III
Series of 2015

Prepared by:
[Signature]
Monina M. Salendab
Head, BAC Secretariat