



ITB Reference No. 2738428  
 Contract No. 259

**CONTRACT**

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered this 21<sup>st</sup> day of October, 2014 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 **MARIÑAS TECHNOLOGIES, INC.** with principal address at **260 Rizal Street, Pila, Laguna**, represented by its, **Sales Executive, ALLEN DELA CUEVA**, hereinafter called as the **Second Party**;

**WITNESSETH**

**Whereas**, a public bidding for the procurement of one (1) unit Rice Processing Center I, Diesel Engine with an approved Budget for the Contract of Php4,500,000.00 was conducted last August 05, 2014 with only one (1) participating bidder which was the **Mariñas Technologies, Inc.** with a **Joint Venture** with **Better Work Construction** since the project consists a machinery and a warehouse;

**Whereas**, the **First Party** has accepted the bid of the **Second Party** in the amount of **Four Million Four Hundred Ninety Thousand Pesos (Php4,490,000.00)** for the **supply, delivery and installation within one hundred fifty (150) calendar days at Malibatuan, Arakan, North Cotabato** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

**A. Multi-Pass Rice Mill**

- Milling capacity : 1 ton/hr output capacity
- Purity : 98%
- Milling Recovery : 65%
- Drive : Automative Diesel Engine
- Engine : 4 cylinder, diesel, water cooled with appropriate HP to drive the system
- a. One lot pre-cleaning system
- b. 1 unit rubber huller
- c. 1 unit paddy separator
- d. 1 unit destoner, mounted on steel base structure
- e. 1 unit abrasive stone
- f. 1 unit friction type whitener/polisher
- g. 1 unit brewer (binlid) sifter
- h. 1 unit steel rice box
- i. complete set steel bucket elevators
- j. 1 unit automotive diesel engine
- k. complete set of minimum tools and accessories that can be used for regular maintenance
- l. with rice hull bin with minimum total volume of 60 cubic meter

**B. Warehouse**

- Build as design
- Roofing painted with "Mula sa Tao, Para sa Tao" and DA Agri Pinoy logo
- With 3x6m marker and engraved in wall fronting to roadside (content of marker includes: DA RFO 12 and Agri Pinoy logo, project title and project recipients)

Contract 1/3- RPC I Diesel Engine  
 Contract Price: Php4,490,000.00

- C. Portable Moisture Meter for Rice and Corn
- D. Digital Weighing Scale: 1 ton capacity
- E. At least 2 years Warranty
- F. With Training for operators
- G. Performance and efficiency should conformed with PAES

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. Plans, designs, Program of works
- b. Specifications
- c. Advertisement
- d. License copy of the contractor
- e. Performance Bond
- f. Bids and Abstract of Bids for the project
- g. Resolution of the Bids and Awards Committee as the case may be
- h. Approval of the Award by the Regional Director
- i. Official Government estimates, by work item and cost components
- j. Duly approved program of works and estimates
- k. PERT/CPM of equivalent schedule of work
- l. 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 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 2 weeks or 1 month continuous operation before payment shall be made;

4. 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.

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*";

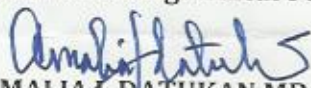
6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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.

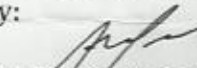
Department of Agriculture XII

By:

  
AMALIA J. DATUKAN, MBA  
Regional Executive Director

Mariñas Technologies, Inc.

By:

  
ALLEN DELA CUEVA  
Sales Executive

Better Work Construction

By:

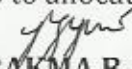
  
ENGR. ROGER P. CLARETE  
Proprietor

  
**RAY H. EMBAJADOR**  
APP Rice Focal Person

Reviewed and Witnessed by:

  
**JIMMY M. OLIVO, Ph.D.**  
BAC chairman

OK as to allocation of funds:

  
**RAKMA B. BUISAN**  
Regional Budget Officer

Funds Available:

  
**ANNA MAE A. SIDEÑO**  
Regional Accountant

Verified and found in order:

  
**CARLENE C. COLLADO**  
OIC- Chief, Finance Division

**ACKNOWLEDGEMENT:**

Republic of the Philippines)

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	08628843	Koronadal City	January 17, 2014
2. Allen dela Cruz	30157815	Pila, Laguna	January 7, 2014

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    of   OCT 21 2014   2014 at

~~KORONADAL CITY SOUTH COTABATO~~

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Series of 2014

  
**VERONICA A. DONDIEGO**  
Notary Public

UNTIL DECEMBER 31, 2015

IBP NO. 942349-01-06-14-050

TRK NO. 1051394-01-03-14-CITY OF KOK

ROLL NO. 30229

MCLE Exemption No. IV-000550