



ITB Reference No. 2528633

Contract No: 488

## CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made this 23<sup>rd</sup> day of September, 2014 by and between the DEPARTMENT OF AGRICULTURE, RFO XII, Koronadal City, represented by its **Regional Executive Director, AMALIA J. DATUKAN, MBA** hereinafter called the **First Party** and **RJR Agro-Industrial Enterprises** with principal address at **Bangcud, Malaybalay City, Bukidnon**, represented by its **Marketing Supervisor, ROBERT BAQUEQUE**, hereinafter called the **Second Party**;

Whereas, the **First Party** invited Bids for certain goods viz: **6 units Mechanical Dreyer with Multi-Purpose Drying Pavement (MPDP)** with the Approved Budget for the Contract (ABC) of **PHP6,000,000.00**;

Whereas, the **First Party** has accepted a Bid by the **Second Party** for the supply of those goods in the sum of **Five Million Nine Hundred Seventy-Four Thousand Seven Hundred Forty-Eight Pesos and 21/100 (Php5,974,748.21)** 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 shall be deemed to form and be read and construed as part of this agreement, viz.:
  - a. Plans, designs, Program of works
  - b. Specifications
  - c. Advertisement
  - d. License copy of the contractor
  - e. Certificate of availability of funds
  - f. Performance Bond
  - g. Bids and Abstract of Bids for the project
  - h. Resolution of the Bids and Awards Committee as the case may be
  - i. Approval of the Award by the Regional Director
  - j. Letter of Acceptance of the winning bidder
  - k. Official Government estimates, by work item and cost components
  - l. Duly approved program of works and estimates
  - m. PERT/CPM of equivalent schedule of work
  - n. Other pertinent documents as may be reasonable required by the First Party

Contract 1/3- 6 units mechanical dryer with MPDP  
Contract Price: Php5,974,748.21

3. The Second Party hereby agrees to deliver, supply and install the **6 units Mechanical Dryer with Multi-Purpose Drying Pavement (MPDP)** within **one hundred twenty (120) calendar days** upon receipt of the Notice to Proceed at the following specifications, sites and program of works, to wit:

### 1.1. MECHANICAL DRYER

#### Drying Bin

- concrete panel made of 38mm thick class A concrete mixing proportion
- panelized concrete wall with metal frame and reinforced w/ 8mm RSB
- with 3mm metal plate connector
- with bagging ports
- with capacity of 6000 kgs per batch
- dimension of 12ft x 24ft (WxL)
- with metal perforated floor 2.38mm perforation
- equipped with heavy duty dial and probe type thermometer

#### Furnace

- framed by heavy duty gauge metal/steel materials
- 10mm minimum panel thickness with reinforced
- direct fired with automatic feeding system
- with feeding hopper and shutter valve
- biomass fuel

#### Shed

- 0.4mm thick roofing painted with baguio green with metal texs screw
- with reflectorized DA12 and Agri Pinoy logo
- Full set-up AMTEC tested and should conform with PAES

### 1.2. MULTI-PURPOSE DRYING PAVEMENT

- Area : 720sq.m.
- Dimension
  - Length :40m
  - Width :18M
- Thickness :0.1m (4 inches)
- Mixing Proportion :1:2:4 (class A)

#### RECIPIENTS

- |  |                                   |
|--|-----------------------------------|
| 1 Rajah Muda Irrigators Association,   | Tacurong City                     |
| 1 Dumolok-Tokawal IA                   | Alabel,Sarangani Province         |
| 1 Surallah-Banga Communal IA(SURBACIA) | Banga,South Cotabato              |
| 1 Kibia FA                             | Kibia,Matalam,North Cotabato      |
| 1 SKHYRISGA                            | Kalawag 3, Isulan, Sultan Kudarat |
| 1 AMYON Irrigators Association, Inc.   | Tambac,Tulunan,North Cotabato     |

**Contract Duration: 120 calendar days**

4. In consideration of the payments to be made by the **First Party** to the **Second Party** as hereinafter mentioned, the **Second Party** hereby covenants with the **First Party** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. 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;

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, party 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 have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

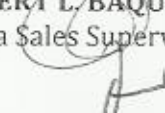
Department of Agriculture, RXII

By:   
AMALIA J. DATUKAN, MBA  
Regional Executive Director

  
RAY H. EMBAJADOR  
APP Rice Focal Person

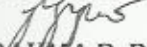
RJR Agro Industrial Sales

By:   
ROBERT L. BAQUEQUE  
Area Sales Supervisor


  
JIMMY M. OLIVO, Ph.D.  
BAC chairman

Reviewed and Witnessed by:

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

ACKNOWLEDGMENT:

Republic of the Philippines  
City of Koronadal )SS

Before me, a notary public for Koronadal City personally appeared the following:

NAME	Res. Cert.	Issued at	Issued on
1. Amalia J. Datukan, MBA	08628843	Koronadal City	January 17, 2014
2. Robert Baqueque			

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 (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 03 day of OCT, 2014 at

KORONADAL CITY SUBITA CANTON

Doc No. : 22  
Page No. : 3  
Book No. : VI  
Series of 2014

OCT 03 2014

  
VERONICA A. DONDIE  
Notary Public

UNTIL DECEMBER 31 2015  
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