



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office 12
Regional Center, Carpenter Hill, Koronadal City
BAC Secretariat Office Tel. / Fax No. 5208780793

ITB Reference No. 3658509
Contract No. 2016-0097

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

MAY 10 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, AMALIA J. DATUKAN, MBA** hereinafter called the **First Party** and **RU FOUNDRY & MACHINE SHOP CORPORATION** with principal address at Sitio Aning, Pabancoy, Bacolod City, Negros Occidental, represented by its **Authorized Representative, JESSICA L. CORDERO**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a procurement of **Composting Facility for Biodegradable** with the **Approved Budget for the Contract of Seven Hundred Fifty Thousand Pesos (Php750,000.00)**;

Whereas, a public bidding was conducted on February 24, 2016 with only one (1) participating bidders which was **RU Foundry & Machine Shop Corporation** and was awarded the **supply and delivery of Composting Facility for Biodegradable** in the amount of **Seven Hundred Forty - Five Thousand Pesos (Php745,000.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Seven Hundred Forty - Five Thousand Pesos (Php745,000.00)** which shall be completely delivered within **Sixty (60) calendar days** at **DA-CEMIARC, Bololmala, Tupi, South Cotabato** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

1 unit Shredder

- Heavy Duty and Portable, for biodegradable shredder
- Checkered Plate feeding/extension funnel
- High quality tempered steel plates
- Casted drums
- Built-in wood chipper
- Powered by 7Hp, water-cooled diesel engine
- AMTEC tested
- ISO 9001:2008 Certified
- Capacity: 1.2 to 1.5 tons per hour
- With complete tools and accessories and operation manual

Handwritten signatures and initials on the left side of the page.

Handwritten signature on the right side of the page.

Handwritten signatures at the bottom of the page.

1 unit Extra Shredder Blades

- High quality tempered steel blades

1 unit Compost Tea Brewer

- 30 liters brewing capacity
- 220 volts
- Double-berreled compost agitator with 2 outside bubblers
- Three air pumps each with 400 liters air output/hr with double air outlet

1 unit Rotary Composter

- Heavy duty
- Made of Stainless steel drum and shafting with sturdy angle bar frame
- Min. of 2 cubic meter volume capacity
- Output Capacity of at least 1 ton per batch
- Equipped with at least 4 stainless bafflers, 4 air vents, discharge window and blower
- Rotational Speed of 1 turn every 3 minutes
- Powered by single phase induction motor (1.0Hp or 0.746 KW, 220 volts, 60hz)
- ISO 9001: 2008 Certified
- 1 year service warranty

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.

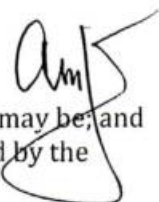
2. The **First Party** hereby covebants to pay the **Second Party** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed 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;







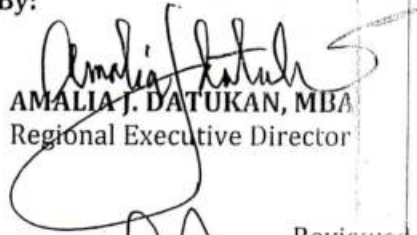
9

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



LORNA P. VILBAR, Ph.d.
Organic Agriculture Focal Person

RU Foundry & Machine Shop Corp.

By:



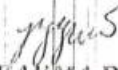
JESSICA L. CORDERO
Authorized Representative

Reviewed and Witnessed by:



CARLENE C. COLLADO, CPA
BAC Chairman

OK as to allocation of funds:



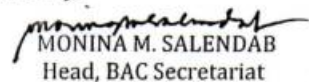
KARMA B. BUISAN
Regional Budget Officer

Funds Available:



ANNA MAE A. SIDENO
Administrative Officer V /
Regional Accountant

Prepared by:



MONINA M. SALENDAB
Head, BAC Secretariat

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	1095321	Koronadal City	January 20, 2016
2. JESSICA L. CORDERO	01354080	Koronadal City	January 20, 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 MAY 10 2016, 2016 at Koronadal City.

Doc No. : 189
Page No. : 37
Book No. : III
Series of 2016

Veronica A. Dondiego
VERONICA A. DONDEGO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
IBPNR. NO. 2016-05-16-GSC
PTR NO. 30229-01-04-16-KOR CITY
MCLE EXEMPTION NO. 000465
ROLL OF ATTY. NO. 30229