



**Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office 12
Regional Center, Carpenter Hill, Koronadal City
BAC Secretariat Office Tel. / Fax No. 083-2283411**

ITB Reference No. 3900771
Contract No. 2016-0574

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

SEP 28 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 OIC - **Regional Executive Director, CARLENE C. COLLADO, CPA** hereinafter called the **First Party** and **O-RRR ENGINEERING WORKS** with principal address at **Lower Puting Bato, Brgy. Calumpang, General Santos City**, represented by its **Proprietor, OLIMPIA R. RODRIGUEZ**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the First Party has a procurement for the supply, delivery and installation of Various Equipment for the Establishment of Village Level Feed Mill with the Approved Budget for the Contract of One Million Four Hundred Sixteen Thousand Two Hundred Thirty-Two Pesos and 31/100 (Php1,416,232.31);

Whereas, a public bidding was conducted on August 16, 2016 with only one (1) participating bidder which was O-RRR Engineering Works and was awarded the supply, delivery and installation of Various Equipment for the Establishment of Village Level Feed Mill in the amount of One Million Four Hundred Fifteen Thousand Six Hundred Seventy-Two Pesos and 16/100 (Php1,415,672.16);

Whereas, the First Party has accepted the bid of the Second Party in the amount of One Million Four Hundred Fifteen Thousand Six Hundred Seventy-Two Pesos and 16/100 (Php1,415,672.16) which shall be completely delivered within Fifty (50) calendar days at Aleosan Livestock Raisers Multi-Purpose Cooperative (ALRAMCO) in Brgy. San Mateo, Aleosan, North Cotabato upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- **a. 1 unit HAMMER MILL with BLOWER and MOTOR**
 - Input capacity: 250-300 kgs per hour
 - Main drive motor: 20HP 3 phase, 220V motor
 - Reduction ratio: 50:1
 - With sets of screen
 - V-belt drive
 - Manual loading and discharging
 - Concrete machine foundation
 - WYE-delta controller included and ampere gauge for feed monitoring
 - Installation of machine with foundation
 - With AMTEC Test Result
 - Must conform to PAES 216:2004 hammer mill
 - Must signed and sealed by Registered Agricultural Engineer
- **b. 1 unit HORIZONTAL FEED MIXER with holding and discharge bin**
 - Capacity: up to 200 kgs per hour
 - Main drive motor: 5HP 3 phase 220V
 - Bucket elevator with 2HP motor for holding bin loading
 - Mixing device: helical ribbon metal or paddle type
 - Manual discharge of feeds
 - Must conform to PAES 258:2011 Feed Mixer
 - Must signed and sealed by Registered Agricultural Engineer

Olimpia R. Rodriguez

[Handwritten signatures and initials]

- **c. 1 unit PELLET MILL with mixer**
 - Rated capacity: 250 – 300 kgs per hour
 - All steel framing; individual electric motor drive, preferably 3 phase line
 - Electrical wiring and accessories; panel switch board
 - Horizontal type Pellet Maker with 10" diameter x 4" made of mild steel
 - 3HP motor drive, 3 phase
 - 3HP drive motor mixer
 - Must signed and sealed by Registered Agricultural Engineer

WORKMANSHIP AND FINISH

- Shall be free from manufacturing defects that may be detrimental to its operation.
- Shall be free from sharp edges and surfaces that may injure the operator/s.

WARRANTY FOR CONSTRUCTION AND DURABILITY

- The construction should be rigid and durable without major breakdown of its components.
- Warranty shall be provided for parts and services within One (1) year after the acceptance of the machines.
- Engine – at least One (1) year warranty.
- Shall include on site testing and provide training to the authorized operator/s of the end user with regards to operation and maintenance.
- Shall be provided with fuel and oil during actual site testing and training.
- Shall provide regular maintenance service check within One (1) year after acceptance of the project.
- Shall be properly identified as:
"SOCSEKARGEN Food security Program" with DA Logo

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 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 which 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";

Olimpia R. Rodriguez



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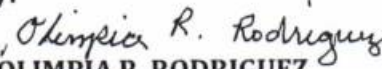
- 6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and
- 7. This agreement shall be valid and binding upon approval of both parties.

IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above.

Department of Agriculture XII
By:



CARLENE C. COLLADO, CPA
OIC - Regional Executive Director

O-RRR Engineering Works
By:

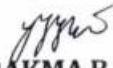

OLIMPIA R. RODRIGUEZ
Proprietor

Reviewed and Witnessed by:

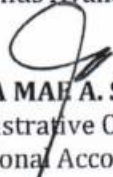

GINALYN P. C. CACHUELA
Project Manager - SOCSKARGEN ADPO


LORNA P. VILBAR, Ph. D
BAC Chairman

OK as to allocation of funds:


RAKMA B. BUISAN
Regional Budget Officer

Funds Available:


ANNA MAE A. SIDEÑO
Administrative Officer V /
Regional Accountant

ACKNOWLEDGEMENT:

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. CARLENE C. COLLADO, CPA	1105150	Koronadal City	February 8, 2016
2. OLIMPIA R. RODRIGUEZ ,	CC 2011 09025006	GENERAL SANTOS CITY	JANUARY 19, 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 SEP 28 2016, 2016 at Koronadal City.

Doc No. : 215
Page No. : 43
Book No. : V
Series of 2016


VERONICA A. DONDIEGO
NOTARY PUBLIC

UNTIL DECEMBER 31, 2016

Contract for the supply, delivery and installation of Various Equipments for the Re-establishment of Luzon Level Road Mill
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SP NO. 1013390-01-05-16-GS
PTR NO. 1330210-01-04-16-KOR.CIT
MCLE EXEMPTION NO. V-000465
ROLL OF ATTY. NO. 30229