



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office 12
CSA Building, Zulueta Street, Koronadal City
BAC Secretariat Office Tel. / Fax No. 5200564

ITB Reference No. 3471141
Contract No. 2015-896

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

FEB 1 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 **WINCH MECHANICAL INNOVATIONS AND GENERAL CONSTRUCTION, INC.** with principal address at **Airport Road, National Highway, Fatima, General Santos City**, represented by its **General Manager, SAMUEL L. SIA**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a project of **Supply, delivery and installation of four (4) units Equipment and four (4) units Electric Power Transformer** with the **Approved Budget for the Contract of Eleven Million Five Hundred Twelve Thousand Nine Hundred Fifty-Two Pesos (Php11,512,952.00)**;

Whereas, a public bidding was conducted on November 4, 2015 with two (2) participating bidder where **Winch Mechanical Innovations and General Construction, Inc.** won in the bidding and was awarded the **Line Item No. 1: Supply, delivery and installation of four (4) units Equipment and four (4) units Electric Power Transformer** in the amount of **Eleven Million One Hundred One Thousand Four Hundred Forty Pesos (Php11,101,440.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Eleven Million One Hundred One Thousand Four Hundred Forty Pesos (Php11,101,440.00)** which shall be completely installed and delivered within **Ninety (90) calendar days** upon receipt of the approved Notice to Proceed with the following specifications and delivery/installation sites, to wit:

Specifications:

EQUIPMENT

- a. Multi belt dryer for granulated cassava
 - Feed rate 1 MT per hour
 - Minimum drying from 65% MC, to 13% MC final
 - Discharge rate: 0.4 MT per hour minimum
 - Drying residence time: 2 hours minimum
- b. Multi-fuel biomass furnace
 - Multi-fuel, com cobs, rice hull, wood chips, saw dust, direct fired

ELECTRIC POWER TRANSFORMER

- 50 KVA (depending on total load requirement), 220
 - Source of Current: 3 phase line
- **With hands-on training on Operation & Maintenance**
➤ **All machines should be AMTEC Tested**

Delivery and Installation Sites:

- ❖ SK Cassava Growers Association in Isulan, Sultan Kudarat
- ❖ MNLF Bangsamoro FA in Pigcawayan, North Cotabato
- ❖ Daguma P4MP in Bagumbayan, Sultan Kudarat
- ❖ Sitio Lagon MPC in President Quirino, Sultan Kudarat

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 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. 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";


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


6. 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

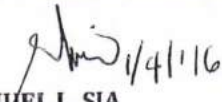
By:



AMALIA J. DATUKAN, MBA
Regional Executive Director


RAY H. EMBAJADOR
AP Rice & Corn Focal Person

**Winch Mechanical Innovations
and General Construction, Inc.**

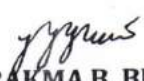
By:


SAMUEL L. SIA
General Manager


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:

[Signature]
ANNA MAE A. SIDIÑO
Administrative Officer V /
Regional Accountant

Verified and found in order:

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

Prepared by:

[Signature]
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	37420215	Koronadal City	January 12, 2015
2. SAMUEL L. SIA			

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 FEB 1 2016 of 2015 at Koronadal City.

[Signature]
VERONICA A. DONDIEGO
NOTARY PUBLIC

UNTIL DECEMBER 31, 2016
IBP NO. 1043080-01-05-16-050
PTR NO. 1008810-01-04-16-KOR. CITY
MCLE EXEMPTION NO. V-000465

Doc No. : 31
Page No. : 7
Book No. : 1
Series of 2016