



Republic of the Philippines  
DEPARTMENT OF AGRICULTURE  
Regional Field Office XII  
Zulueta Street, Koronadal City

Bids and Awards Committee Office Tel./Fax No. (083) 520-1814

ITB Reference No. 3102479  
Contract No. 2015-293

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

DEC 2015

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, hereinafter called the **First Party** and One Renewable Energy Enterprises Inc., with principal address at Unit 2310, One Corporate Center, corner Meralco and Julia Vargas Avenue, Ortigas Center, Pasig City, Philippines represented by its President, EREL B. NARIDA. Hereinafter called as the **Second Party**;

Whereas, the first party invited bids for certain goods viz., **Supply, Delivery and Installation of Solar Pump Irrigation** and has accepted a Bid by the Second Party for the supply of those goods in the sum of **Four hundred Ninety-Nine Thousand Six Hundred Seventy-Four Pesos (Php499,674.00)** 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) 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.

3. 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.

*Handwritten notes and signatures on the left margin:*  
- A large handwritten '9' at the bottom left.  
- A signature above the '9'.  
- The word 'approved' written vertically.

4. The Second Party hereby agrees to supply, deliver and install the **Solar Pump Irrigation at DA-CEMIARC, Bolindog, Kidapawan City** within **Ninety (90) calendar days** upon receipt of the Notice to Proceed, with the following specifications and delivery locations, to wit:

**Specifications:**

**A. PUMP: Submersible pump**

a) Capacity of at least 9 m<sup>3</sup> per day at the following condition:

1. Total Dynamic Head: 40m (minimum)
2. Dimension: 1247mm lenght and 74mm diameter max.
3. Gross weight: 10kg (maximum)

b) Motor specification: Built into the pump.

- 1.) Built-in frequency converter;
- 2.) Inverter and control unit must be integrated in the motor electronic control unit, and can be supplied by either DC or AC voltage sources;
- 3.) built-in frequency converter;
- 4.) built-in MPPT (MPPT = Maximum Power Point Tracking);
- 5.) 30-300 VDC or 90-240 VAC

c) Motor protection:

"The built-in electronic unit must protect the motor in case of: (as standard, without additional equipment.):

- Dry-running protection
- Over and under voltage
- Overload
- Over-temperature
- Over power protection "

d) Pump offered must have local office in the Philippines and has an after sales support facilities

**B. SOLAR POWER MODULES**

a) 800 WP total Solar Power Modules or its equivalent

b) Manufactured in ISO 9001- certified factories.

c) Must be CE marked.

d) Must have TUV certification (IEC 61215)"

**C. CONTROL UNIT AND LEVEL CONTROLLER**

a) With system monitoring for:

- 1) water reservoir is full (level switch),
- 2) pump is running,
- 3) input power, and alarm indication for;

a) dry running,

b) Service needed in case of no contact to pump, overvoltage, over temperature, and overload.

**D. CABLING AND ACCESSORIES for Installation of Solar Pump System**

**E. ADDITIONAL ACCESSORIES**

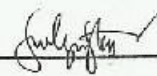
a.) Dark Color PE Tanks (2,000 liters capacity) with 1.5 m height platform or its equivalent

**F. DELIVERY AND INSTALLATION**

G. Bidders are required to submit a manufacturer's/distributor's certification as a authorized dealer.

H. Duly Notarized Certification of availability and location of stocks

I. List of Service Center (with service contract)



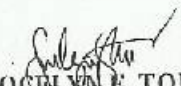
5. The obligation of warranty shall be covered by retention money, in an amount equivalent to ten percent (10%) of the total contract price, or a bank guarantee in a form of an irrevocable stand-by letter of credit.
6. Should the Second Party incur delay, Section 68, Rule XXII of RA 9184, partly states, "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";
7. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and
8. 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

  
JOCELYN F. TORRES  
HVCDP Focal Person

One Renewable Energy Ent. Inc.

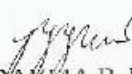
By:

  
REUBY C. ENGUITO  
Sales and Operation Coordinator

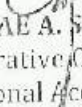
  
JIMMY M. OLIVO, Ph.D.  
BAC chairman

Reviewed and Witnessed by:

OK as to allocation of funds:

  
RARIMA B. BUISAN  
Regional Budget Officer

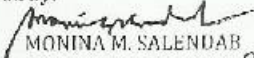

Funds Available:

  
ANNA MAE A. SIEDENO  
Administrative Officer V  
OIC - Regional Accountant

Verified and found in order:

**CARLENE G. COLETO, CPA**  
Chief, Administrative and Finance Division


Prepared by:

  
MONINA M. SALENDAB  
BAC Secretariat - Head 

**ACKNOWLEDGEMENT:**

Republic of the Philippines)S.S.  
Koronadal City) S.S.

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.  Reuby C. Tenguito	14235928	Davao City	January 19, 2015

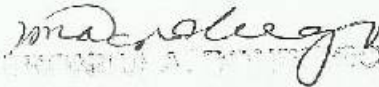
Known to me to be the same persons who executed the foregoing documents and acknowledged that the same are their voluntary acts and deeds.

This instrument consists of four (4) 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.

DEC 11 2015

Witness my hand this \_\_\_\_\_ of \_\_\_\_\_ 2015 at

~~Koronadal City~~



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Series of 2015

NOTARY PUBLIC  
KORONADAL CITY