



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. 3701633  
Contract No. 2016-0188

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

JUN 24 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 **GUILL-BERN CORPORATION** with principal address at **14 San Francisco corner San Rafael St., Kapitolyo, Pasig City**, represented by its **Authorized Representative, FINELA MANCHA**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a procurement of **Various Laboratory Equipment for Regional Animal Feed Analysis Laboratory (RAFAL) CY 2015** with the **Approved Budget for the Contract of Two Million Nine Hundred Four Thousand Pesos (Php2,904,000.00)**;

Whereas, a public bidding was conducted on March 14, 2016 with two (2) participating bidders wherein **Guill-Bern Corporation** won in the bidding and was awarded the **supply and delivery of Various Laboratory Equipment for Regional Animal Feed Analysis Laboratory (RAFAL) CY 2015** in the amount of **Two Million One Hundred Ninety-Six Thousand Five Hundred Forty-Two Pesos and 88/100 (Php2,196,542.88)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Two Million One Hundred Ninety-Six Thousand Five Hundred Forty-Two Pesos and 88/100 (Php2,196,542.88)** which shall be completely delivered within **Ninety (90) calendar days** at **DA-RFO12, Koronadal City** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- a. **1 unit Hot Plate with Magnetic Stirrer**
  - Hot plate dimension: 12"X12" ceramic top
  - Speed: 1500 rpm
  - Universal power adapter : 220V/60hz
  - Maximum stirring volume : 10 liters
  - Acid resistant
  - Maximum temperature : 400 degrees Celsius
- b. **2 units Acid and Corrosive Storage Cabinet**
  - Class B cabinet
  - 30 gallon, 2 door, manual close
  - Dimension: 48"Wx18"Dx48"H
  - 3 adjustable shelves capacity 350 lbs
  - Construction: steel with vent
  - Warranty on parts : 3 years

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**c. 1 set Mass Calibration Weights**

- Analytical precision weigh set
- Weight set range : 200g - 1 mg
- Number of pieces : 15
- Capacity : 400g
- Class: ultra class gold/class 1/class E2
- Density : 8.03g/cm<sup>3</sup> at 20°C
- Style : Cylindrical with handling knob

**d. 1 unit pH Meter Bench Top**

- Universal instrument for measurement of pH
- pH range: 0-2.0 to 20.0 pH
- Relative accuracy: +/-0.002
- Automatic temp. compensation: 0 to 100°C
- Temp. range 30 to 130°C, temp accuracy +/-0.1
- Display: colored 4.3 inch, automatic calibration
- Water proof housing
- Universal power adaptor : 220V/60hz

**e. 1 set Nitrogen Analyzer Set (Digestion & Distillation)**

**A. Kjeldahl Digestion Unit**

- Capacity: 20-position for 250 ml test tubes (Ø 42 mm)
- Dimensions (WxHxD): 293x152x339 mm (11.5x6x13.3 in)
- Temperature range: Ambient to 350 °C / 842 °F
- Stability of the heating block temperature: ± 0,5 °C
- Precision of the heating block temperature: ± 0,5 °C
- Digestion time range: 1 to 999 minutes

**Including : Recirculating Water Pump**

- Maximum air flow: 35 l/min
- Flow regulation: from 0 to 35 l/min
- Residual pressure with water temperature of 15°C : 35 mm Hg
- Dimensions (WxHxD): 250x400x370 mm (9.8x15.7x14.6 in)

**B. Kjeldahl Distillation Unit**

- Reproducibility (RSD): ≤ 1 %
- Recovery: ≥ 99.5 % at nitrogen levels between 1 and 200 mg N
- Detection Limit: ≥ 0.1 µg N
- Dimensions (WxHxD): 385x780x416 mm (15.2x30.7x16.4 in)
- Distillation time: 4 minutes to collect 100 ml of distillate
- Sodium hydroxide addition: automatic
- Sodium hydroxide volume: 0 - 150 ml
- Water volume : 0 - 200ml
- Distillation residues removal: automatic
- Steam flow regulation: from 10 to 100 %
- Tap water consumption: from 0.5 l/min at 15 °C - from 1 l/min at 30 °C
- Connections: 2 x USB for printer, mouse

**Including: Autotitrator**

- Product Type: Titration, acid-base, potentiometric
- Dispensing accuracy: ±0.1 to 0.3% total volume
- Capacity (mL): 50
- Resolution: 0.0001
- Repeatability: ± 0.15% of span
- Accuracy: ± 0.15% of span
- Power (VAC): 220 60/Hz
- Output: USB and RS232-C

**Note: All equipment must be:**

- ISO certified
- with 3 years warranty
- with free installation and training

*Handwritten signatures and initials.*

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*Handwritten signature.*

**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. 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;

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

**Guill-Bern Corporation**

By:

  
**FINELA MONCHA**  
 Authorized Representative

Reviewed and Witnessed by:

  
**RAMON K. PASCUAL, ChE**  
 Chief, RAFAL

  
**CARLENE C. COLLADO, CPA**  
 BAC Chairman

OK as to allocation of funds:

*page 5*  
FARMA B. HUISAN  
Regional Budget Officer

Funds Available:

*9*  
ANNA MAE A. SIDIÑO  
Administrative Officer V /  
Regional Accountant

Prepared by:

*MONINA M. SALENDAB*  
MONINA M. SALENDAB  
Head, BAC Secretariat *ds*

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>Iss. Cert.</u>	<u>Issued at</u>	<u>Issued on</u>
1. AMALIA J. DATUKAN, MBA	195321	Koronadal City	January 20, 2016
2. FINELA MANCHA	<i>M. P. 3699-C</i>	<i>GUZON CITY</i>	

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.

Witness my hand this JUN 24 2016 of \_\_\_\_\_ 2016 at Koronadal City.

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Book No. : IV  
Series of 2016

*Veronica A. Dondiego*  
VERONICA A. DONDEGO  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2016  
REG. NO. 1016390-01-05-16-GSC  
PTR. NO. 12075218-01-04-16-KOR. CITY