



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. 3701657  
Contract No. 2016-0191

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 **RU FOUNDRY & MACHINE SHOP CORP.** with principal address at **Sitio Aning, Pahanocoy, 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 **Three (3) units Shredder Machine** with the **Approved Budget for the Contract of One Million Fifty Thousand Pesos (Php1,050,000.00)**;

Whereas, a public bidding was conducted on **March 14, 2016** with only one (1) participating bidders which was **RU Foundry & Machine Shop Corp.** and was awarded the **supply and delivery of Three (3) units Shredder Machine** in the amount of **One Million Forty-Four Thousand Pesos (Php1,044,000.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **One Million Forty-Four Thousand Pesos (Php1,044,000.00)** which shall be completely delivered within **Thirty (30) calendar days** at **DA-CEMIARC, Bololmala, Tupi, South Cotabato** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- Heavy duty and portable
- Checkered Plate Feeding/Extension Funnel
- High Quality Tempered Steel Blades
- Side discharged for finer results
- Casted drum
- Built-in Wood Chipper - 2 inches diameter
- Powered by 7 HP Kubota Water cooled diesel engine
- 1.2-1.5 tons per hour Shredding Capacity of Biodegradable garbage and Farm Waste
- AMTEC Tested
- ISO 9001:2008 Certified
- On set extra shredder blades
- Complete set of Tools & Accessories:
  - 1 pc. Grease Gun
  - 1 pc. Rubber Mallet
  - 1 pc. Open Wrench, 1 pc. Elastic goggles
  - Operational Manual
- 1 year warranty on all parts under normal operating procedures

**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.

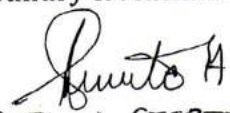
**IN WITNESS WHEREOF**, the parties hereto set their respective signatures on the day written above.

Department of Agriculture XII  
By:

  
**AMALIA J. DATUKAN, MBA**  
Regional Executive Director

  
**LORNA P. VILBAR, PhD.**  
Organic Agriculture Focal Person

**RU Foundry & Machine Shop Corp.**  
By:

  
**ROEL A. SECRETO**  
Authorized Representative

Reviewed and Witnessed by:

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

OK as to allocation of funds:

*[Signature]*  
RAKMA B. BUISAN  
Regional Budget Officer

Funds Available:

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

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	1095321	Koronadal City	January 20, 2016
2. JESSICA L. CORDERO			

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 JUN 24 2016 of 2016 at Koronadal City.

Doc No. : 83  
Page No. : 17  
Book No. : IV  
Series of 2016

*[Signature]*  
VERONICA A. DONDIEBO  
NOTARY PUBLIC  
EXPIRES: DECEMBER 31, 2016  
REG. NO. 12350-01-02-11 - GSC  
SHR. UNDER MACHINE NO. 01-04-16-KOR. CITY  
MCLE EXEMPTION NO. V-006465  
ROLL OF ATTY. NO. 20229