



**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. 3734954
Contract No. 2016-0216

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

JUN 27 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 **MINDANAO LABORATORY SERVICES** with principal address at **Aluba, Macasandig, Cagayan De Oro City**, represented by its **Authorized Representative, DEXTER C. PAÑO**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a procurement of **Generator Set** with the **Approved Budget for the Contract of Two Million Eight Hundred Fifty-Three Thousand Seven Hundred Sixty Pesos (Php2,853,760.00)**;

Whereas, a public bidding was conducted on March 23, 2016 with two (2) participating bidders in which **Mindanao Laboratory Services** won in the bidding and was awarded the **supply and installation of Generator Set** in the amount of **Two Million Four Hundred Eighty-Nine Thousand Pesos (Php2,489,000.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Two Million Four Hundred Eighty-Nine Thousand Pesos (Php2,489,000.00)** which shall be completely delivered within **Thirty (30) calendar days** at **DA-12 Regional Office, Brgy. Carpenter Hill, Koronadal City** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

ALTERNATOR

- Model: KAIHUA KH314CC
- Voltage output: 230V, 3 phase, 4 poles
- Power output: 300 kVA @ 1800 rpm
- Power factor: >0.8
- Voltage regulator: 3-phase sensing, digital, auxiliary winding powered
- Regulator protection: under speed, over excitation

ENGINE

- Model: CUMMINS NTA855-G1
- Type of engine: Diesel engine, 6 in-line cylinder, 4 cycle
- Speed: 1800 rpm
- Cooling method: radiator and fan
- Starting system: 24 VDC electric motor
- Air inlet system: heavy duty changeable air filter with maintenance indicator
- Aspiration: Turbocharger with after cooler
- Governor type: electronic

CONTROL AND MONITOR

- Model: SmartGen 6110
- Operation Modes: Manual/Auto
- Control: Start, stop, emergency stop with automatic ATS control
- Display measuring system: LED indicators for alarms, engine status, generator status and ATS status

9

CANOPY

- Sound level: <65 dBA at 7m
- Silencer: equipped with industrial silencer and flexible exhaust hose
- Sound proofing: Polypropylene
- Full weather proof, flame proof with heat resistant materials
- Warranty: 1 year on parts or 1000 hours of operation whichever comes first, 5 years on materials and components

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";

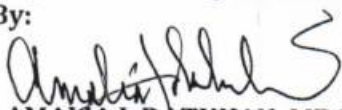
6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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.

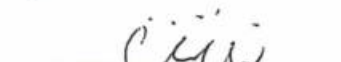
Department of Agriculture XII

By:

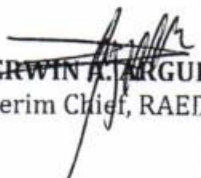

AMALIA J. DATUKAN, MBA
Regional Executive Director

Mindanao Laboratory Services

By:



DEXTER C. PAÑO
Authorized Representative

Reviewed and Witnessed by:

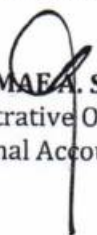

ENGR. ERWIN A. ARGUELLES
Interim Chief, RAED


CARLENE C. COLLADO, CPA
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

Prepared by:


MONINA M. SALENDAB
Head, BAC Secretariat
lls

ACKNOWLEDGEMENT:

Republic of the Philippines)
City of Koronadal) SS

Before me, a Notary Public for Koronadal City personally appeared the following:

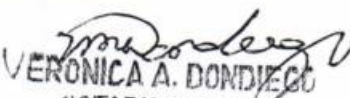
<u>NAME</u>	<u>Res. Cert.</u>	<u>Issued at</u>	<u>Issued on</u>
1. AMALIA J. DATUKAN, MBA	1095321	Koronadal City	January 20, 2016
2. DEXTER C. PAÑO			

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 27 2016 of _____, 2016 at Koronadal City.

Doc No. : 379
Page No. : 74
Book No. : IV
Series of 2016


VERONICA A. DONDIEGO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
BP NO. 1019960-01-05-16-GSC
PTR NO. 1930218-01-04-16-KOR.CITY
MCLE EXEMPTION NO. V-000-465
ROLL OF ATTY. NO. 30229