



Office of the Regional Director

Regional Field Office - 10
Antonio Luna St., Cagayan de Oro City
PABX (Telefax) No. (088-22) 725-725; (088) 856-2755
Email Address: agri10cdo@gmail.com

Contract Agreement


CoA No. 2020-0107

THIS AGREEMENT made the 28 day of DEC. 2020 between Department of Agriculture, Regional Field Office-10, Antonio Luna Street, Cagayan de Oro City of the Philippines (hereinafter called "the Entity") of the one part and ALL CERTIFIED EQUIPMENT TRADING CORP. (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Supply and Delivery of 3 units Recirculating Dryer** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Ten Million Seven Hundred Ninety Seven Thousand Pesos (Php10,797,000.00)**, (hereinafter called "the Contract Price") to be delivered within **Ninety (90)** calendar days with the following specifications:

- GT, 345XL
- GT MANUFACTURING, INC. KANSAS, USA
- 14.9 electric motor (3-phase)
- Powered by electric motor or tractor PTO
- With 50 KVA KAILO brand powered by CUMMINS engine 40 kw output power
- Mobile recirculating batch dryer, diesel-fed burner
- Heating efficiency: 92.10%
- Fuel consumption: 17.0 L/hr
- Input capacity (MT): 7.0 MT
- Recirculating time: 10-12 minutes
- Vertical Screw Conveyor at the center (same)
- Transport Height: 4.2m
- Aspiration fan dust collection system
- Axial type
- With Loading Hopper
- Manual unloading
- Circulating Auger
- PTO tumbler shaft (for safety)
- Dryer controls (including temperature gauge)
- Grain Moisture Meter
- Grain Sampler
- With Ladder
- Access door to plenum
- Vaporizer
- With Final AMTEC Test Result
- One (1) year warranty against factory defects on parts and accessories
- Training on the operation and maintenance
- With standard heavy duty tools, 1 unit each of the following tools per Recirculating Dryer and provision of operating manual of the unit and brochure of the engine.
 - Tire Wrench
 - Hydraulic Jack 5T
 - Pressure Gauge
 - Grease gun 18"
 - Socket Wrench #10 mm, 12mm, 17mm
 - Power handle drive 1/2"
 - Star Screw 12"
 - Flat Screw 12"
 - 4 pc. Open Wrench 10 x 11mm, 12 x 13mm, 14 x 17mm & 19 x 21mm
 - 1 pc. Mechanical plier
 - 1 pc. Pipe Wrench 18"


NOEL C. BATULAN
Authorized Representative


CARLENE C. COLLADO, CPA
Regional Executive Director

- Tool holder -
- Drying Time: 3.25 hours

Delivery Sites:

- NMACLRC, Dalwangan, Malaybalay City Bukidnon – 3 units

Terms and Conditions:

- Warranty certificate: Supplier shall issue certificate of service warranty inclusive of parts and service good for one (1) year.
- The supplier/distributor/dealer must have an accredited service center within Region 10.
- With label painted on the main trunk/body (visible): With DA logo 8 inches in diameter. Must be painted both sides with text "DA-RFO 10, Rice Program" Font color Dark Green 2 inches in height.
- The equipment must be operationally inspected/performance tested at the delivery site.
- Supplier shall provide test material and sufficient liters of diesel fuel and oil lubricant to be used during actual testing.

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) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract;
- (f) the Performance Security; and
- (g) the Entity's Notification of Award.


3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Entity hereby covenants to pay the Supplier 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.



NOEL C. BATULAN
Authorized Representative




CARLENE C. COLLADO, CPA
Regional Executive Director


Signed, sealed, delivered by **CARLENE C. COLLADO, CPA**, Regional Executive Director of the Department of Agriculture, Regional Field Office-10, Antonio Luna Street, Cagayan de Oro City.

Signed, sealed, delivered by **NOEL C. BATULAN**, Authorized Representative of All Certified Equipment Trading Corp., Peace Ave., Bangkal, Brgy. Talomo, Davao City.


PROCURING ENTITY:

SUPPLIER:


CARLENE C. COLLADO, CPA
Regional Executive Director


NOEL C. BATULAN
Authorized Representative

Signed in the presence of:


CHONA B. NACALABAN
Rice Program Focal Person


BERNADETTE P. CALPO

ACKNOWLEDGMENT

Republic of the Philippines . . .)
City of CAGAYAN DE ORO CITY) s.s.

BEFORE ME, Notary Public for and in the City of Cagayan de Oro, personally appeared on this 07 JAN 2021, 2021 at Cagayan de Oro City, **CARLENE C. COLLADO, CPA**, Regional Executive Director, **Department of Agriculture RFO10** with ID No. 231-12 issued by DARFO 10 and **NOEL C. BATULAN**, Authorized Representative, **All Certified Equipment Trading Corp.**, Peace Ave., Bangkal, Brgy. Talomo, Davao City with ID No. _____ issued by _____ known to me and to me known to be the same persons who executed the foregoing Contract and they acknowledged to me that the same is their free act and voluntary deed.

This Contract consists of THREE (3) pages, including the page on which this acknowledgement is written, and is signed by the parties and their instrumental witnesses on each every page thereof.

WITNESS MY HAND AND SEAL.

DOC. No. 395
Page No. 80
Book No. XXXX
Series of 2021

