

Contract Agreement Form for the Procurement of Goods (Revised)

FUNDS AVAILABLE - ₱ 203,150,000
DATE: 6/4/2024
ACCOUNTING OFFICER

KNOW ALL PERSONS BY THESE PRESENTS:

This Contract of Services made and entered into by and between:

The **COOPERATIVE DEVELOPMENT AUTHORITY (CDA)**, a government agency organized and operating under Republic Act (RA) No. 11364 or the "Cooperative Development Charter of 2019", with office address at 827 Aurora Blvd., Brgy. Immaculate Conception, Quezon City, herein represented by its Chairperson, **USEC. JOSEPH B. ENCABO**, herein referred to as the "**PROCURING ENTITY**";

-and-

GREAT AGRICULTURAL PRODUCTS BUILDERS AND DEVELOPMENT CORP. with business address located at 14 RHODEANNA PARAISO ST., PARANG, MARIKINA CITY herein referred to as the "**SUPPLIER**"

(Each, a "Party", and collectively, the "Parties")

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **PROCUREMENT OF 1 LOT SUPPLY AND DELIVERY OF DIGITAL 2-IN-1 CORN MILL COMBINED RICE MILL WITH 10 KVA GENERATOR SET WITH CONTRACT NO. CDA-GOODS-2024-03** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **TWO HUNDRED THREE MILLION ONE HUNDRED FIFTY THOUSAND PESOS ONLY (P203,150,000.00)** (hereinafter called "the Contract Price").

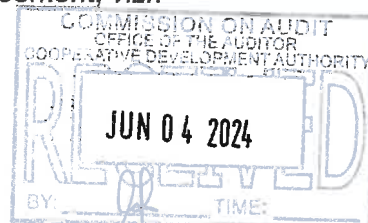
WHEREAS, the **SUPPLIER** has the capacity to provide the goods and services required by the **PROCURING ENTITY** to perform the obligation under this Contract.

WHEREAS, upon compliance with the procurement process under Republic Act No. 9184 or the Government Procurement Reform Act, this Contract has been awarded to the **PROCURING ENTITY**.

NOW THEREFORE, for and in consideration of the above premises the parties agreed to undertake the following:

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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:



- i. Philippine Bidding Documents (PBDs);
 i. Schedule of Requirements:

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	PROCUREMENT OF 1 LOT SUPPLY AND DELIVERY OF BRAND-NEW DIGITAL 2-IN-1 CORN MILL COMBINED RICE MILL WITH 10 KVA GENERATOR SET FOR MICRO AGRICULTURE COOPERATIVES NATIONWIDE	Lot	1	THIRTY (30) WORKING DAYS UPON RECEIPT OF THE NOTICE TO PROCEED

- ii. Technical Specifications:

A. PORTABLE

B. MAIN STRUCTURE

- **Overall Dimensions, mm**

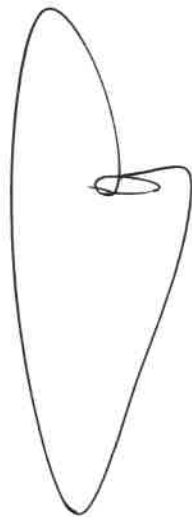
Length : 900-1000
 Width : 600-700
 Height : 1100-1200

- **Electric Motor**

Type : Capacitor start, Induction
 Rated power, kW. : 2
 Rated Speed, rpm : 3420
 Phase : Single Phase
 Voltage : 220V
 Frequency : 60Hz
 Current A : 3.6
 Weight, kg : 22

- **Power Transmission system**

Engine to milling assembly : V-belt and Pulley
 Electric Motor : 127 x 1 x 38.1
 Milling assembly : 76.2 x 1 25.4
 Motor to milling assembly : V-belt and Pulley
 Motor : 76.2x 1 x 38.1



Milling assembly : 127 x 1 x 38.1

- **Input Hopper**

Height from the ground : 1290

- **Degermed assembly**

Type : Hammer mill

Size L x D, mm : 210 x 60

Material of construction : Stainless steel

- **Grinding assembly**

Type : Steel huller

Dimension, L xW,mm : 245 X 100

Number of units : 1

Material of construction : Cast iron

Type of cleaning device : Aspirator

Safety device : On/Off switch

- **Special Features**

- Hopper shot off
- Four wheels with lock
- Anti-skip bolt and nut lock

- **Condition Test Sample**

Crop : Yellow Corn

Kernel Dimension, LxWxt, mm : 1 1.74x9.03x4.22

Corn Bulk density, kg/m³ : 793.26

Moisture content% : 16.3

Purity : 99.57

- **Performance Criteria**

Corn Mill

Main product recovery, % : at least 55

Losses, % : 0 to 5

Degermer efficiency, % : at least 80

- **Speed component, rpm. With Load**

Motor : 3436

Feeding operators ear level : 83.5

Baggers Ear level : 85.4

Power consumption with load

Input power, kW : 2.48

Line Voltage, Vv : 209.1



Load current, A : 11.9

- **Micro mill Rice Data**

Crop : rice paddy
Source : ND
Variety : ND
Grain moisture content, °low : 10.36
Length : 7.78
Width : 2.14
Thickness : 1.63
Grain type : Long and Slender
Paddy bulk density, kg/m³ : 535.29
Purity % : 99.04
Cracked grains% : 6.67
Immature grains, % : 3.12
Chalky grains% : 3.72
Yellow and fermented grains, % : 0.120

- **Performance Criteria**

Micromill

Milling Recovery, % : min. 62
Head Rice, % : min. 50
Broken Grains, % : max. 50
Bran, % : max. 10
Noise Level, dB(A) : max. 92
Milling Degree : Well-milled

- **Broken rice %**

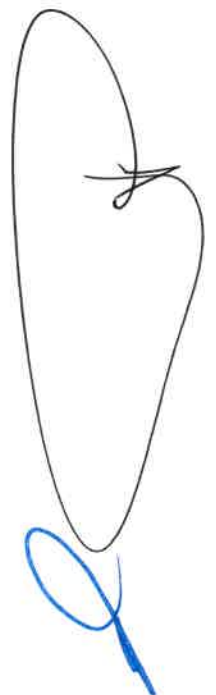
Based on milled rice : 21.13
Based on rough rice : 12.56

- **Brewers rice %**

Based on milled rice : 0.303
Based on rough rice : 0.180
Milling degree : well-milled
Whiteness index : 37.1

- **Analysis of sample head rice outlet**

Head rice, % : 78.564
Broken rice, % : 21.133
Brewer rice, % : 0.303



- **Speed of component with load**
Motor shaft : 3350

- **Noise level, dB(A) With load**
Feeding operator's ear level : 83.8
Bagger ear level : 80.8

- **Power consumption. With load**
Line voltage : 205.4
Load Current, A : 11.6
Input power, kW : 3.45

- **10KVA Generator set**
DIESEL FED
With accessories
Wheel
Special features: key and
power remote control

Addition: Test materials to be used in testing this mill during post-qualification activity and before acceptance shall be shouldered by the supplier. The testing shall be in accordance with PNS/BAFS PABES 252:2021 or "Corn Mill – Methods of Test" and PAES 227:2005 or "Agricultural Machinery – Micro Mill – Methods of Test."

C. TECHNICAL DOCUMENTS

The bidder shall provide the following:

Agricultural Machinery Testing and Evaluation Center (AMTEC) Reports of Corn Mill and Micromill Testing

Certificate of Accreditation from National Agricultural and Fisheries Machinery Assemblers Manufacturers Importers, Distributors and Dealers Accreditation and Classification (NAMDAC)

Certification of guaranteed availability of spare parts within 5 years upon acceptance of the machines

Certificate of After-sales Service

Permit to Operate issued by the Bureau of Agricultural and Fisheries Engineering (BAFE)

In addition to the foregoing, the following documents shall also form part of this Contract:

- I. General and Special Conditions of Contract;
- II. Supplemental or Bid Bulletins, if any
- III. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- IV. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- V. Performance Security;
- VI. Notice of Award of Contract; and the Bidder's conforme thereto; and
- VII. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

2. DELIVERY TERMS: Units shall be delivered to the designated delivery areas within 30 working days upon receipt of the Notice to Proceed.

3. DELIVERY AREA: Delivery Area shall consist of all the Cooperative Development Authority (CDA) Extension Offices (EO), except the CDA NCR Extension Office. Table below shows the distribution of the 170 units of the Digital 2-in-1 Corn Mill Combined Rice Mill with 10KVA Generator Set.

CDA Regional Extension Office as Place of Delivery	Quantity
CAR EO - Baguio City, Benguet	10
Region I EO - Dagupan City, Pangasinan	10
Region II EO - Tuguegarao City, Cagayan	10
Region III EO - San Fernando City, Pampanga	20
Region IV-A EO - Calamba City, Laguna	10

Region IV-B EO - Calapan City, Oriental Mindoro	10
Region V EO - Naga City, Camarines Sur	10
Region VI EO - Municipality of Leganes, Iloilo	10
Region VII EO - Cebu City, Cebu	10
Region VIII EO - Tacloban City, Leyte	10
Region IX EO - Pagadian City, Zamboanga del Sur	10
Region X EO - Cagayan de Oro City, Misamis Oriental	10
Region XI EO - Davao City, Davao del Sur	10
Region XII EO - Kidapawan City, Cotabato	10
CARAGA EO - Butuan City, Agusan del Sur	10
CDA Marawi Satellite Office - Marawi City, Lanao del Sur	10
TOTAL	170 units

The cooperative-beneficiaries are responsible to transport the awarded farm machine in coordination with the supplier.

3. FORM AND SCHEDULE OF PAYMENT

The form of payment shall be limited to LDDAP or Check payable to **GREAT AGRICULTURAL PRODUCTS BUILDERS AND DEVELOPMENT CORP.** through **LANDBANK** Branch of **FB HARRISON – LIBERTAD BRANCH** at Account No. **5611-0153-31**

It will be released within thirty (30) days upon receipt of the Final Statement of Accounts from the **SUPPLIER. PROVIDED**, that the equipment is working in accordance with the General and Specific Conditions of this Contract.

Availability of funds for this Contract shall be subject to accounting and auditing rules and regulations. Delay in payment due to compliance with accounting rules and regulations and/or other circumstances beyond the control of the **PROCURING ENTITY** shall not be taken as violation of the terms of the Contract.

Payment shall be disbursed by the respective CDA Regional Extension Offices where the budget for the purchase of the machineries are being sub-allotted from the CDA Head Office Finance Division.

4. In consideration for the sum of **TWO HUNDRED THREE MILLION ONE HUNDRED FIFTY THOUSAND PESOS ONLY (P203,150,000.00)** or such other sums as may be ascertained, **GREAT AGRICULTURAL PRODUCTS BUILDERS AND DEVELOPMENT CORP.** agrees to the **PROCUREMENT OF 1 LOT SUPPLY AND DELIVERY OF DIGITAL 2-IN-1 CORN MILL COMBINED RICE MILL WITH 10 KVA GENERATOR SET** in accordance with his/her/its Bid.

5. The **Cooperative Development Authority** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding and the stipulations provided in this Contract.

6. **MISCELLANEOUS PROVISIONS**

a. **Confidentiality of Data or Information Gathered -**

The **PROVIDER** agrees that all data or information received or gathered in the course of or in the performance of the obligation shall be deemed and kept confidential in accordance with Republic Act No. 10173 or the "Data Privacy Act of 2012". Such data or information shall not be divulged by the **PROVIDER**, its employees or agents, to any third party without the written consent of the **PROCURING ENTITY**.

Upon the termination of this Contract, all information prepared, used, required or obtained by the **PROVIDER** in relation to this Contract shall remain as exclusive property of the **PROCURING ENTITY** for safekeeping.

The foregoing obligation on confidentiality shall survive and subsist even after the termination or cancellation of this Contract.

b. **No Employer-Employee Relationship-**

The **PARTIES** are independent entities and no employment relationship is created by this Agreement and neither party shall have the authority to represent the other.

c. **Prohibition of Assignment/Subcontract-**

This Contract shall be binding upon the respective successors, executors, administrators, representatives and assigns of the **PARTIES** hereto. The **PROVIDER**, however, may not assign or subcontract this Contract or any portion of the service specified herein without the prior written consent of the **PROCURING ENTITY**.

d. Liquidated Damages-

If for any other reason other than force majeure, the failure of the **PROCURING ENTITY** to satisfactorily deliver any or all of the goods and/or perform their services within the period specified in the Contract inclusive of duly granted time extensions if any, the **USER** shall impose liquidated damages at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay until actual delivery or performance.

e. Provisions on Dispute Resolution Clause-

In case of conflict between or among the **PARTIES** or among the **PARTIES** arising from the Contract of the Service, all **PARTIES** agree to freely and voluntarily submit themselves to necessary consultation and mediation for purposes of amicable settlement. The Parties may agree in writing to resort to other alternatives modes of dispute resolution by mutual agreement. In the event that the **PARTIES** fail to reach an amicable settlement of their dispute, the **PARTIES** hereby agree to submit themselves to arbitration under Philippine Jurisdiction, in accordance with Republic Act No. 876 or the "Arbitration Laws", and Republic Act No. 9285 or the "Alternative Dispute Resolution Act", as may be applicable.

f. Venue of Actions-

The parties may file a case before the Court of Quezon City relative to disputes that are outside the scope of arbitration, for provisional remedies available to parties in arbitration but only the courts can enforce, and for the purpose of implementing the award or the amicable settlement between parties.

g. Modifications, Amendments or Revisions-

Any amendments to this Agreement shall be mutually agreed upon by both **PARTIES** and shall be contained in a written instrument signed by the authorized representatives of the **PARTIES**. Said instrument shall constitute an integral part of this Agreement.

Should circumstances necessitate the revision of the agreements embodied in this Contract, the concerned **PARTIES** shall, prior to such revision, coordinate in the process of revision and grant a reasonable grace period of implementation of such revision.

h. Cancellation or Termination-

The **PROCURING ENTITY** reserves the right to cancel this Contract at any time should the actuations or continued association of the **PROVIDER** be considered as prejudicial to the **PROCURING ENTITY**.

Either **PARTY** may terminate this Contract, for any reason as may be deemed appropriate which includes but is not limited to default or breach of any of the conditions provided in this Agreement, before the

expiration of the period, giving the other party prior written notice not less than fifteen (15) days before the intended day of termination.

i. **Waiver-**

Failure by either party to insist upon the other the strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of this COS or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

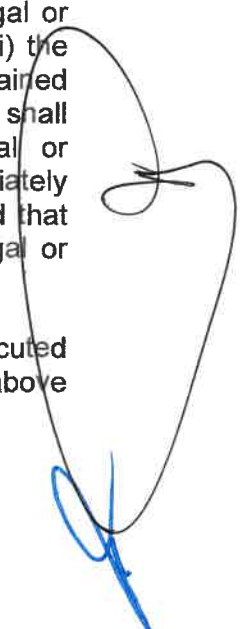
j. **Force Majeure-**

Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Contract if such delay is due to force majeure. Force Majeure shall mean events beyond the control of and affecting either party which cannot be foreseen or if foreseeable can neither be prevented nor avoided despite the exercise of due diligence. Provided further, that, the **PARTY** invoking the fortuitous event is not negligent or in delay.

k. **Separability Clause-**

If any one or more of the provisions contained in this COS or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable term or provision.

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.

A large, handwritten signature in blue ink is located on the right side of the page, overlapping the text of the Separability Clause and the IN WITNESS section. The signature is stylized and appears to be a single name.

USEC. JOSEPH B. ENCABO
Chairman

for:

**COOPERATIVE DEVELOPMENT
AUTHORITY**



MR. JEFFERSON S. CHONG
President

for:

**GREAT AGRICULTURAL PRODUCTS
BUILDERS AND DEVELOPMENT
CORP.**

SIGNED IN THE PRESENCE OF:


Asec. SANTIAGO S. LIM
Administrator



**Representative from
Great Agricultural Products
Builders and Development
Corp.**

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

BEFORE ME, this MAY 17 2024 day of in Quezon City, Philippines, personally appeared the following persons:

Name	Proof of Identification	Date and Place Issued
JOSEPH B. ENCABO Chairman/ Head of the Procuring Entity	PA-1637	9/26/2023
JEFFERSON S. CHONG Authorized and Designated Representative	NO2-92-191064	8/28/2023

All known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free will and voluntary act and deed and that of the agency or organization they represent. This document refers to Contract Agreement consisting of () pages including the page where the acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this MAY 17 2024 day of 2024, in Quezon City, Philippines.

Notary Public



ATTY. ROSALINDA ADRIANO-MONTENEGRO
NOTARY PUBLIC

My Commission expire on Dec. 31, 2025
Admin. Matter No. NP-057(2024-2025)
PTR No. 5555358 01/03/2024-Q.C.
IBP OR No. 397259 01/05/2024-Q.C.
LCLP No. 09165

MCLE Compliance No. V2-0021572 Valid Until April 14, 2025

Doc. No. 119
Page No. 1
Book No. 119
Series of 2024.

