



**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. 3735129
Contract No. 2016-0221

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered this day of JUN 28 2016 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 **PRINTCOMP MARKETING** with principal address at **No. 40 Km. 5, Del Pilar Bldg., Buhangin, Davao City** represented by its **Owner/Manager, ADELA E. MERCADO**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a procurement of **Various Equipment** with the **Approved Budget for the Contract of Five Hundred Twenty Four Thousand Pesos (Php524,000.00)**;

Whereas, a public bidding was conducted on March 23, 2016 with only one (1) participating bidder which was **Printcomp Marketing** and was awarded the **supply and delivery of Various Equipment** in the amount of **Five Hundred Twenty Three Thousand Eight Hundred Eighteen Pesos (Php523,818.00)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Five Hundred Twenty Three Thousand Eight Hundred Eighteen Pesos (Php523,818.00)** 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:

- Aircon: Koppel brand; 2HP Window Type
- Koppel brand: 2HP Split Type
- TV Flat Screen: Samsung LED TV 32"
- Laptop: LENOVO 300-141SK 80Q60086PH
- Intel Core i5-6200u
- WIN 10 HOME EM
- 4G (1*4GB DDRIII1600)
- 1TB, ATI EXO PRO R5M330 2GB
- Super Multi (Tray in)/Non-intel
- 1x1 BGN+BT 4.0 Camera .3M with Single Mic
- 4 cell 41WH/Free carrying case
- 14.0 HD LED Glare (Flat)
- Tablet: Samsung Galaxy S2 8.0 tablet
- Super AMOLED Capacitive touchscreen, 16m colors
- 8 inches (74% screen to body ratio)
- 1536x2048 pixels (320 ppi pixel density)
- Multi touch, Android OS, v5.0.2(Lollipop)
- Quad Core 1.9 GHz & quad-core 1.3GHz
- Card Slot micro SD, up to 128 GB
- Memory Internal 32/64 GB, 3GB RAM
- Primary 8MP,autofocus,1440p@30fps,secondary,hotspot
- Non removable Li-ion 4000 mAh battery
- Portable Printer: CANON IP 110 Portable Printer
- ISO Standard Print Speed (a4): up to 5.8ipm (colour)/9.0ipm (mono)
- Photospeed (4x6"): 53 seconds borderless
- Gas Range, 4 burner with built in oven, Union
- Refrigerator: Panasonic, double door 8.4 cu.ft., none frozen

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";

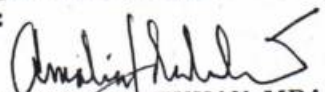
6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

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:

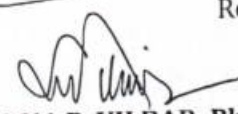

AMALIA J. DATUKAN, MBA
 Regional Executive Director


Printcomp Marketing

By:


ADELA E. MERCADO
 Owner/Manager

Reviewed and Witnessed by:


LORNA P. VILBAR, PhD.
 Organic Agriculture Focal Person


CARLENE C. COLLADO, CPA
 BAC Chairman

OK as to allocation of funds:

y yhuas
RAKMA B. BUISAN
Regional Budget Officer

Funds Available:

[Signature]
ANNA MAEA. 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. ADELA E. MERCADO	<i>30772522</i>	<i>Davao City</i>	<i>January 5, 2016</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 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 10 of AUG 10 2016, 2016 at Koronadal City.

Doc No. : 232
Page No. : 47
Book No. : XIV
Series of 2016

[Signature]
ATTY. AGUSTIN T. SARDIDO
Notary Public
Until December 31, 2017
PTR No. 1392015 01-04-2016
IBP No. 1013351 01-11-2016
TIN No. 155-056-755