



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office 12
Regional Center, Carpenter Hill, Koronadal City
BAC Secretariat Office Tel. / Fax No. 5208780793

ITB Reference No. 3668088
 Contract No. 2016-0117

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered this ____ day of APR 11 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 **TACURONG FIT MART, INC.** with principal address at **National Highway, Poblacion, Tacurong City**, represented by its **CEO/President, MARIA VIRGINIA H. VILLARUEL**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the **First Party** has a procurement of **Airconditioning units** with the **Approved Budget for the Contract of Three Million Four Hundred Seventy-Three Thousand One Hundred Eighty-One Pesos and 25/100 (Php3,473,181.25)**;

Whereas, a public bidding was conducted on February 24, 2016 with two (2) participating bidders in which **Tacurong Fit Mart, Inc.** won in the bidding and was awarded the **supply and installation of Airconditioning units in the amount of Three Million One Hundred Three Thousand Five Hundred Seventy-Four Pesos and 73/100 (Php3,103,574.73)**;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Three Million One Hundred Three Thousand Five Hundred Seventy-Four Pesos and 73/100 (Php3,103,574.73)** which shall be completely delivered within **Thirty (30) calendar days at DA-RFO12, Brgy. Carpenter Hill, Koronadal City** upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- 1 set 1.0 hp Wall mounted inverter split type air conditioner, with free 10 ft pipe minimum
 - Power consumption: 710-715 W; Cooling capacity: 10,000 Kj/h with Refrigerant Leakage protection, Self-clean and diagnosis function.
- 8 sets 2.0 TR Ceiling Cassette non-inverter H-ACCU with free 10 ft pipe minimum
 - Power consumption: 2535-2540 W; Cooling capacity: 25,000 Kj/h
 - Quiet operation with auto-swing mechanism and real time on/off timer
- 30 sets 3.0 TR Ceiling Cassette non-inverter H-ACCU with free 10 ft pipe minimum
 - Power consumption: 3775-3780 W; Cooling capacity: 37,980 Kj/h
 - Quiet operation with auto-swing mechanism and real time on/off timer
- 1,645 ft. pipe

INSTALLATION ONLY:

- 39 sets Circuit breaker 30Amps for each ACU
 - 27 sets Hanger bracket for 2nd and 3rd floor ACU
 - 1 set Restoration for damages due to installation of ACU
-
- ❖ Warranty: 1 year on parts, 5 years on services
 - ❖ Materials and components: All brand new
 - ❖ Should have service center within the region

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

Tacurong Fit Mart, Inc.

By:



MARIA VIRGINIA H. VILLARUEL
CEO/President

Reviewed and Witnessed by:

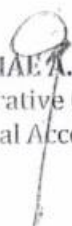

ENGR. ERWIN A. ARGUELLES
Chief, RAED


CARLENE C. COLLADO, CPA
BAC Chairman

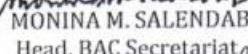
OK as to allocation of funds:


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

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. MARIA VIRGINIA H. VILLARUEL	1928581	Tacurong City	January 8, 2016

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 11 of APR 11 2016, 2016 at Koronadal City.

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Series of 2016


VERONICA A. DONDYGO
NOTARY PUBLIC

NOTARY PUBLIC
EXPIRES 31.2016
CORONADAL CITY
CORONADAL CITY
MCLE EXEMPTED BY 000465
ROLL OF OTTV. NO. 30229