



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. 3701640
 Contract No. 2016-0189

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

JUN 21 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 **KRYPTON INDUSTRIAL RESOURCES, CO.** with principal address at **Krypton Building, M.C. Briones Highway, Tipolo, Mandaue City**, represented by its **Authorized Representative, STELLA AURORA S. GERODIAS**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the First Party has a procurement of Various Laboratory Equipment for Regional Animal Feed Analysis Laboratory (RAFAL) CY 2016 with the Approved Budget for the Contract of One Million Five Hundred Forty-Five Thousand Pesos (Php1,545,000.00);

Whereas, a public bidding was conducted on March 14, 2016 with only one (1) participating bidder which was Krypton Industrial Resources, Co. and was awarded the supply and delivery of Various Laboratory Equipment for Regional Animal Feed Analysis Laboratory (RAFAL) CY 2016 in the amount of One Million Two Hundred Twenty-Eight Thousand Pesos (Php1,228,000.00);

Whereas, the First Party has accepted the bid of the Second Party in the amount of One Million Two Hundred Twenty-Eight Thousand Pesos (Php1,228,000.00) which shall be completely delivered within Ninety (90) calendar days at DA-RFO12, Koronadal City upon receipt of the approved Notice to Proceed with the following specifications, to wit:

- **1 unit Sample Mill**
 - STAINLESS STEEL
 - SPEED 2500 TO 3700 RPM
 - CAPACITY 50G TO 100G VOLUME
 - POWER: 220V/ 60 HZ
 - Sieve sizes 1 mm
- **1 unit Fumehood**
 - Dimension : 36X48X96
 - Constant volume; One Fume hood base cabinet
 - 1 Acid storage base cabinet
 - Steel 96 inches Wide, 8ft.
 - Includes :*
 - Vent kit, Fillers
 - Work surface with vent and cupsink cutout Cupsink :
 - Air, Gas and Water service fixture
 - Vacuum service fixture
 - Asymmetrical exhaust duct
 - Installation in site included

- **1 unit Top Loading Balance**
 - 4.2kg to 5 kg capacity
 - repeatability: ± 2
 - readability: 2
 - Linearity (g): ± 2
 - pan size: 12"x15"
 - calibration: external
 - display: HCD
 - power (VAC) 220/60Hz
 - Fully automatic time- and temperature-controlled internal calibration adjustment
 - Durable high-grade chemical-resistant die-cast aluminum housing
 - Overload Protection guards the weighing cell against excess weight overload
 - Direct connection to a PC or printer via RS232 or USB slot allows convenient transfer of weighing results
 - High-contrast display (HCD) and intuitive menu for simple operation
- **1 unit UV-VIS Spectrophotometer**
 - wavelength range: 190 to 1100nm
 - absorbance range: 3.2A
 - Single beam, double monochromator, ratio recording UV Vis Spectrophotometers with microcomputer electronics, controlled by compatible personal computer.
 - dimension: 450(W) x 490(D) x 270(H)
 - capacity 6 (six) cuvettes holder or more
 - cuvette dimension: 1cmX1cm
- **1 unit Water Distillation**
 - cabinet model, heavy duty glass
 - output capacity: 4 liters per hour
 - conductivity $\mu\text{S}/\text{cm}$: 0.1-0.5
 - cooling water requirement (approx): 2-4 litre per minute
 - Automatic Water Distillation Equipment, Double Stage
 - power rating (total): 6.0 KW
 - power (VAC): 220V/60hz
- **2 units Bottle Top Acid Dispenser**
 - 1 ml to 10 ml Capacity
- **3 units Pipette Controller**
 - Robust and easy to use, ergonomic shape and light weight smooth control in both aspirating and dispensing, using glass or plastic pipettes of volume up to 100 ml.
 - § Large capacity bulb
 - § Soft action lever button
 - § Efficient blow out system
 - § PTFE protection membrane filter
- **1 unit Analytical Balance**
 - capacity: 200g to 220g
 - Readability: 0.0001g
 - power: 220V, 60hz
 - with accessories weights
 - included USB cable
 - automatic calibration and adjustment
 - high contrast LCD
 - removable glass draft shield
 - platform material: stainless steel
 - annual maintenance and calibration

Note : All Equipment must be:

- ISO Certified
- With 3 years warranty
- With free installation and training

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

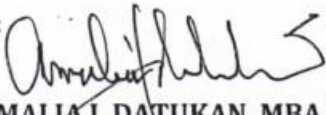
7. This agreement shall be valid and binding upon approval of both parties.

IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above.


Department of Agriculture XII

Krypton Industrial Resources, Co.

By:


AMALIA J. DATUKAN, MBA
 Regional Executive Director

By:

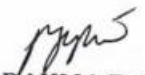

STELLA AURORA S. GERODIAS
 Authorized Representative

Reviewed and Witnessed by:

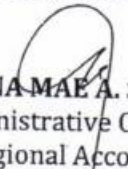

RAMON K. PASCUAL, ChE
 Chief, RAFAL


CARLENE C. COLLADO, CPA
 BAC Chairman

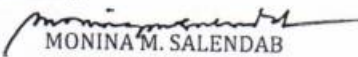
OK as to allocation of funds:


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:

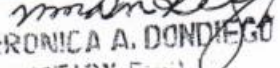
<u>NAME</u>	<u>Res. Cert.</u>	<u>Issued at</u>	<u>Issued on</u>
1. AMALIA J. DATUKAN, MBA	1095321	Koronadal City	January 20, 2016
2. STELLA AURORA S. GERODIAS			

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 four (4) 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 21 of March 2016, 2016 at Koronadal City.

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Series of 2016


VERONICA A. DONDIEGO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2015
BP NO. 1013380-01-04-15-GSC
PTR NO. 1330218-01-04-16-KOR. CITY
ROLL OF ATTY. NO. 30229