

ADDRESS : 7TH Floor, SUNNYMEDE IT CENTER, 1614 QUEZON AVE, QUEZON CITY

CONTRACT: TWO (2) PCR-GRADIENT THERMAL CYCLER

SUBJECT : **CONTRACT AGREEMENT FOR THE DELIVERY AND SUPPLY OF TWO (2) UNITS PCR-GRADIENT THERMAL CYCLER**

THIS AGREEMENT, made and entered this ____ day of _____, 2013 between: **FIBER INDUSTRY DEVELOPMENT AUTHORITY (FIDA)**, Department of Agriculture, with office at Sunnymede IT Center, 1614 Quezon Avenue, Quezon City, Philippines, represented by its Administrator **CECILIA GLORIA J. SORIANO, CESO III**, hereinafter called "**THE ENTITY**", and **GOLDEN BAT (FAR EAST) INC.**, with office address at 52 Scout Alcaraz Street, Corner D. Tuazon, Quezon City Philippines, represented by its President, **MARIANO L. LEE**, hereinafter called "**THE SUPPLIER**".

WHEREAS, THE ENTITY invited Bids for the supply and delivery of two (2) units of **PCR-GRADIENT THERMAL CYCLER** with an Approved Budget for the Contract (ABC) of Seven Hundred Thousand Pesos and 00/100 centavos (Php700,000.00) to be delivered at its offices in Legazpi City and Tacloban City, hereinafter called "**THE CONTRACT**" with the following specifications:

ITEM: PCR-GRADIENT THERMAL CYCLER
SPECS: LABNET TC9610-230V MultiGene Optimax Thermal
Cycler, 230V with 1-1500 watts UPS
Temp. Range: 4 - 99.9° C
Temp. Uniformity: ±0.5° C
Programmable Lid Temp: 60-65° C, 100-115° C
No. of Programs: 99
Block Heating Rate: 3° C/sec
Gradient Range: 30- 99° C
Communication: USB and RS-232 ports
Block Cooling Rate: 2° C/sec
Maximum Gradient: 24° C
Display: Backlit LCD
Capacity: 96-well x 0.2 mL
Dimensions (WxDxH) 24x42x25cm
Power: 230 VAC, 50/60 Hz

WHEREAS, through BAC Resolution No. 04-2013, **THE ENTITY** has accepted the Bid of the **SUPPLIER** for the **CONTRACT** in the amount of Six Hundred Forty Thousand Pesos and 00/100 (Php640,000.00) hereinafter referred to, as the "**CONTRACT PRICE**";

WHEREAS, "**THE SUPPLIER**" is willing and ready to supply and deliver the "**CONTRACT**" under the terms and conditions provided herein in the Revised Implementing Rules and Regulations of the Government Procurement Reform Act (RA 1984) and the Government Procurement Policy Board (GPPB) Issuances.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the aforementioned payment to be made to the **SUPPLIER** by **THE ENTITY**, **THE SUPPLIER** hereby covenants with the **ENTITY** to supply and deliver the two (2) units of **PCR-GRADIENT THERMAL CYCLER** at FIDA Regional Offices in Legazpi City and Tacloban City. To remedy any defect therein, and operational aberrations, specified under this **CONTRACT** in accordance with the Specifications, Schedules and related documents issued by the **ENTITY** in the Philippine Bidding Documents, 4th Edition, pursuant to Revised IRR of R.A. 9184, herewith attached, which deemed to form part of this Agreement, viz.:

- a. Invitation to Apply for Eligibility and to Bid;
- b. Instructions to Bidders
- c. Bid Data sheet;

- d. General Conditions of Contract
- e. Special Conditions of Contract
- f. Schedule of Requirements ;
- g. Technical Specifications
- h. Bid Forms, Price Schedule; Omnibus Sworn Statement including other documents submitted by bidders
- i. Eligibility Requirements, documents and/or statements;
- j. Performance Security;
- k. The ENTITY's Notice of Award

Other documents which are hereinafter mutually agreed upon and signed by the parties herein , whether said documents are prepared before or after the date hereon shall also form part of the Contract Documents and of this Contract.

SCOPE OF WORK

The SUPPLIER shall faithfully and completely provide, to the satisfaction of the ENTITY, all necessary supervision and management; as maybe required for the complete delivery of the CONTRACT in accordance with the specifications, schedules and other related documents issued for this purpose.

CONTRACT PRICE and MANNER OF PAYMENT

The ENTITY hereby covenants to pay the SUPPLIER for the supply of the CONTRACT which the Supplier agreed to deliver, in accordance with the specifications as stated in this Agreement, the total CONTRACT PRICE of Six Hundred Forty Thousand Pesos and 00/100 (Php640,000.00). The ENTITY shall pay the SUPPLIER the CONTRACT PRICE in the manner provided for under the General Condition of the Contract.

DELIVERY COMPLETION TIME

The SUPPLIER shall deliver the CONTRACT within 60 working days which shall start after the SUPPLIER received the Notice To Proceed from the ENTITY. However, the time of delivery may be subject to extension or reduction as may be authorized under the General Conditions of this CONTRACT.

OPTION TO COMPLETE DELIVERY

In case the SUPPLIER, at any time, during the progress of the delivery, should fail, refuse or neglect to deliver the Good under the CONTRACT within the specified delivery schedule, inclusive of granted delivery time extension , if any, the SUPPLIER shall be liable for damages and shall pay the ENTITY liquidated damages, as provided for in the Revised IRR of R.A. 9184. The ENTITY may also take over the CONTRACT or award the same to a qualified supplier through negotiation. In addition to the liquidated damages, the SUPPLIER'S Performance Security shall also be forfeited.

PERFORMANCE SECURITY

The said Performance Security shall remain in full force and effect for the period of twelve (12) months from the final acceptance of the Contract provided the SUPPLIER has submitted to the ENTITY the Guarantee Bond and provided that there are no claims for the Goods under the Contract filed against the SUPPLIER or Surety Company.

COMPLIANCE WITH LAW

The SUPPLIER shall comply with all the Laws, Ordinance and Regulations provided under the Revised IRR of RA 9184, binding upon the parties hereto, or the persons engaged in the supply and delivery performance of the item covered by this CONTRACT, and shall be responsible for all damages, either to the ENTITY or to the Government, for the non-observance of such Laws, Ordinances and Regulations.

Full Date

[Signature]

[Signature]

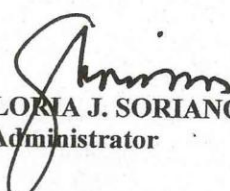
[Signature]

IN WITNESS WHEREOF, the parties hereto have signed these Presents in Quezon City, Philippines, this day of MAR 21 2013 2013.

FOR THE ENTITY:

FIBER INDUSTRY DEVELOPMENT AUTHORITY

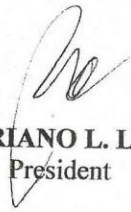
By:


CECILIA GLORIA J. SORIANO, CESO III
Administrator

FOR THE SUPPLIER:


GOLDEN BAT (FAR EAST) INC.

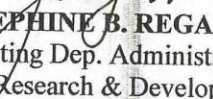
By:


MARIANO L. LEE
President

SIGNED IN THE PRESENCE OF :


HONESTO C. TABUZO, JR.
Chief Accountant, FIDA


JUNA CHRIS S. AGUETE
Representative


JOSEPHINE B. REGALADO
Acting Dep. Administrator
for Research & Development

ACKNOWLEDGEMENT

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


Before me this _____ day of _____ 2013, Municipality/City of _____ Province of _____ personally appeared the following:

<u>Name</u>	<u>I.D. No.</u>	<u>Issued by (Company):</u>
CECILIA GLORIA J. SORIANO	Office ID No. 1	FIDA
MARIANO L. LEE	Office ID No. <u>N09-68-022984</u>	<u>LTO</u>

Known to me to be the same persons who voluntary executed the foregoing instrument consisting of three (3) pages including this page, and they acknowledged before me that the same is their free voluntary acts and deeds and that of their Institutions whom they represent, as their duly authorized representatives with full authority to sign in their capacities.

WITNESS MY HAND AND SEAL this _____ day of MAR 21 2013 2013 at _____ Philippines.

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Series of: 2013


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