

RECEIVED

CONTRACT AGREEMENT

THIS AGREEMENT made the JUN 05 2025 between BY Glenn DEPARTMENT OF AGRICULTURE - BUREAU OF AGRICULTURAL RESEARCH of the Philippines (hereinafter called "**the Entity**") of the one part and **DRAGONCOM TRADING CORPORATION** of 4<sup>th</sup> Floor Castro Building, 58 Timog Avenue, Barangay Laging Handa, Quezon City (hereinafter called "**the Supplier**") of the other part;

WHEREAS, the **Entity** invited Bids for certain goods and ancillary services, particularly **SUPPLY AND DELIVERY OF COMMUNICATION AND MONITORING EQUIPMENT** under **Solicitation No. 2025-101-60** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **TWO HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED PESOS (Php233,200.00)** (hereinafter called "**the Contract Price**").

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 Implementing Rules and Regulations of Republic Act No. 12009 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Request for Quotation;
    1. Technical Specifications; and
    2. Supplemental or Bid Bulletins, if any
3. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
4. 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;
5. Notice of Award of Contract; and the Bidder's *conforme* thereto;
6. Additional Technical Documents written in the Purchase Request;
7. 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.

CONTRACT DURATION

8. This agreement shall be for a period of one (1) year upon the receipt of the Notice to Proceed.

## OBLIGATION OF THE SERVICE PROVIDER

9. The SP's responsibilities with respect to this project are as follows:
- a. The SP shall supply and deliver the following:
    - i. **Radio Communication Units:**
      1. Two (2) Units: Cignus NX-200 UV PoC/Analog Radio, each complete with standard accessories and packaged with one (1) registered SIM card inclusive of a one (1) year data load.
      2. Eighteen (18) Units: Cignus NX-100 Gen 2 PoC Radio, each complete with standard accessories and packaged with one (1) registered SIM card inclusive of a one (1) year data load.
    - ii. **Dispatch Console System Access:**
      1. Three (3) Years Access: POCSTARS Dispatch Console System, providing capabilities for monitoring, recording, GPS tracking, and GEO fencing.
  - b. The SP shall provide technical support-services and warranty for one (1) year including labor and parts.
  - c. In consideration of the payments to be made by the Procuring Entity to the Service Provider, the Service Provider hereby covenants to deliver said goods and services to the Procuring Entity within **Fifteen (15) calendar days** upon receipt of Notice to Proceed.

## OBLIGATION OF THE PROCURING ENTITY

10. DA-BAR's responsibilities with respect to this project are as follows:
- i. Issuance of a Certificate of Final Acceptance to the SP upon successful completion of the testing certifying that the SP conforms to all requirements stipulated in this document.
  - ii. The **Procuring Entity** hereby covenants to pay the full Contract Price of **TWO HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED PESOS (Php233,200.00)** upon the signing of this Agreement and upon receipt of the billing statement and other documents required by the Procuring Entity in accordance with the Auditing and Accounting Rules and Regulations of the Government.

## LIQUIDATED DAMAGES

11. In the event that the Service Provider violates any of the terms and condition in this Contract, or neglects to perform in a timely manner any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails to carry out the tasks herein required in an acceptable manner for any reason whatsoever, the Service Provider shall be liable for damages for such failure and shall pay DA-BAR



liquidated damages in an amount equivalent to one-tenth (1/10) of one (1%) percent of the total contract price for every day of delay or breach, in addition to other remedies that DA-BAR may exercise under this Contract, pertinent laws, rules and regulations, until synch services are finally delivered and accepted by DA-BAR. In the event that the total sum of liquidated damages or the total cost to DA-BAR of any such delay or inability by the Service Provider to deliver its obligations exceeds 10% of the contract price, DA-BAR may terminate this Contract upon giving the Service Provider written notice at least five (5) calendar days prior to the intended date of termination. DA-BAR may also impose other appropriate sanctions over and above the liquidated damages.

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.


  
**JOELL H. LALES**

OIC-Director

Head of the Procuring Entity (HoPE)

for:


**DEPARTMENT OF AGRICULTURE  
BUREAU OF AGRICULTURAL RESEARCH**

  
**MA. ANNE D. MATIAS**

Sales Executive

for:

**DRAGONCOM TRADING  
CORPORATION**

  
Signed in the presence of:


  
**SALVACION M. RITUAL**

Head, Knowledge Management and  
Information Systems Division


  
**HAROLD FERDINAND S. UYSON**

Operations Manager

**FUNDS AVAILABLE:**

  
**ROBERTO S. QUING, JR.**

Accountant III



# ACKNOWLEDGEMENT

Republic of the Philippines )  
City of QUEZON CITY ) S.S.

BEFORE ME, a Notary Public this JUN 05 2025 in QUEZON CITY, Philippines, came to me and personally appeared the following:

NAME	GOVERNMENT ISSUED IDENTIFICATION	ISSUED ON AND AT
<b>JOELL H. LALES</b> Officer-in-Charge, Director Head of the Procuring Entity (HOPE) DEPARTMENT OF AGRICULTURE - BUREAU OF AGRICULTURAL RESEARCH (DA-BAR)	<u>002-P</u>	<u>DA-BAR</u>
<b>MA. ANNE D. MATIAS</b> Sales Executive DRAGONCOM TRADING CORPORATION	<u>PASSPORT- P8949240C</u>	<u>DFA NCR EAST</u>

Both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act as well as those of the entities they respectively represent.

I FURTHER CERTIFY this Contract of Agreement which consists of **four (4)** pages including this page where acknowledgement is written, has been signed by the parties and their instrumental witness on each and every page hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal on JUN 05 2025, QUEZON CITY, Philippines.

NOTARY PUBLIC

Doc. No. 279  
Page No. 56  
Book No. XXXVI  
Series of 2025

ATTY. ROSALINDA ADRIANO-MONTENEGRO  
NOTARY PUBLIC  
My Commission expire on Dec. 31, 2025  
Admin. Matter No. NP-067 (2024-2025)  
PTR No. 7078313 01/06/2025-Q.C  
IBP OR No. 397268 01/06/2025-Q.C  
ROLL No. 68465  
MCLE Compliance No. VII-0021672/2025  
1st Floor, Bldg. 137 Malakas  
St. ... Quezon City