

PHILIPPINE CARABAO CENTER
CONTRACT NO: 2019-44

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SEP 19 2019

BY: *[Signature]* 2PM

CONTRACT AGREEMENT

THIS AGREEMENT, made this AUG 06 2019 between **PHILIPPINE CARABAO CENTER** with Office Address at National Headquarters and Gene Pool, Science City of Munoz, Nueva Ecija represented herein by its Executive Director, **DR. ARNEL N. DEL BARRIO** (hereinafter called the "ENTITY")

and

ESTANIEL ENTERPRISES with office address at #7 March St., Bahay Toro, Quezon City represented herein by **MR. NOEL T. YAP** (hereinafter called the "CONTRACTOR").

WHEREAS, the Entity is desirous that the Contractor execute **SERVICE PROVIDER FOR MISBUFF AND LINUX INTEGRATION** hereinafter called "**the WORKS**") and the Entity has accepted the offer for **FOUR HUNDRED FORTY-FIVE THOUSAND PESOS (P 445,000.00)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Entity is in need of the services of the Service Provider who shall perform works not performed by the regular personnel of the Entity;
2. That the Service Provider has signified his intention to which the Entity has accepted to provide service needed by the latter;
3. That the Service Provider hereby possess the skills, permit, licenses and resources required to perform the job as described herein;
4. Scope of Works:

Professional Service Provider for the Competency Development Program for the Philippine Carabao Center, includes the following:

- i. Installation of Linux Operating System to existing server.
- ii. Perform integration and migration of data from windows to Linux system environment
- iii. Coordinate with MISBuff Developer to link data from windows to Linux system.
- iv. Provide technical support related to the integration and migration of data from windows to Linux.
- v. Provide training and user manual to PCC staff related to Linux.
- vi. Supervise ABGS server management system. This is to monitor the server in real time and ensure optimal end-user performance.
- vii. Duration: Until **November 30, 2019**, but may be mutually terminated by both the PCC and the Professional Service Provider at any time for any valid reason.

PHILIPPINE CARABAO CENTER
ACCOUNTING SECTION

AUG 13 2019

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PCC Procurement
AUG 23 2019

viii. Additional:

1. The contractor shall directly report to the Animal Breeding and Genomics Section for the duties under this Contract.
2. The contractor shall comply with the PCC Intellectual Policy and its implementation guidelines, and specifically to: Disclose promptly to the PCC and intellectual property or any information thereto which he may solely or jointly with other discoverers, generate or create in the performance of this contract.

5. The following documents shall be deemed to form, and be read and construed as part of this Agreement, to wit:

- (a) Notice to Proceed
- (b) Notice of Award
- (c) BAC Resolution

6. The completion of the Works is required after receipt of Notice to Proceed and until November 30, 2019.

7. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

8. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

9. The contractor shall issue invoice/ billing upon completion of Works released in the following terms (valid for the period of contract covered):

ACCOMPLISHMENT	PERCENTAGE	AMOUNT
Installation of Linux Operating System to existing server	30%	P 133,500.00
Perform integration and migration of data from windows to Linux system environment	30%	133,500.00
Coordinate with MISBuff Developer to link data from windows to Linux system.	30%	133,500.00
Provide technical support related to the integration and migration of data from windows to Linux.	10%	44,500.00

CONTRACT NO: 2019-244

Provide training and user manual to PCC staff related to Linux.		
Supervise ABGS server management system. This is to monitor the server in real time and ensure optimal end-user performance.		
GRAND TOTAL		P 445,000.00

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

PHILIPPINE CARABAO CENTER

By: 
ARNEL N. DEL BARRIO
Executive Director

ESTANIEL ENTERPRISES


NOEL T. YAP
Representative

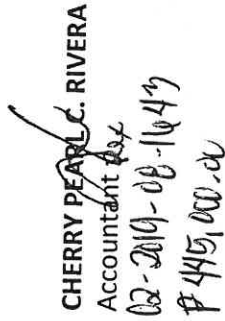
Signed in the presence of:



ESTER B. FLORES
Head, ABGS


Witness

Certified Funds Available:


CHERRY PEARL C. RIVERA
Accountant
02-2019-08-1643
P 445,000.00

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

)S.S.

BEFORE ME, a Notary Public for and in _____, personally appeared DR. ARNEL N. DEL BARRIO, Executive. Director, ~~SAN JOSE CITY N. ECJA~~ SAN JOSE CITY N. ECJA Tax Certificate No./PCC ID No. _____ representing the PHILIPPINE CARABAO CENTER in this Agreement and ME> NOEL T. YAP Representative, with Community Tax Certificate No. _____ issued on SEP 13 2019 at SAN JOSE CITY N. ECJA, representing ESTANIEL ENTERPRISES, known and known to me as to be the same persons who have executed the foregoing Agreement which consists of four (4) pages including this page on which this Agreement is written, and who admitted to me and before their witnesses that this instrument is of their true, free and voluntary act and deed.

WITNESS MY HAND AND SEAL, this _____ day of _____, 20____.

SEP 13 2019

NOTARY PUBLIC

Doc. No.: 632

Page No.: 127.

Book No.: VII

Series of 20 2019

~~ATTY. AVEGALLE B. ESCUDERO-GARCIA~~
~~NOTARY PUBLIC~~
~~Commission Expires on 12-31-19~~
~~Under SP. Proc. No. 1281, RTC Br. 39, SJC, N.E.~~
~~Maharlika Rd., Brgy. R. Rueda Sr., San Jose City, N.E.~~
~~Roll of Attorneys No. 54696; 4/25/07~~
~~IBP Lifetime No. 010236; 10/27/2011~~
~~PTR No. 0318660; 01/03/2019; San Jose City~~

CONTRACT NO: 2019.44



Department of Agriculture
PHILIPPINE CARABAO CENTER
CERTIFIED ISO 9001 | ISO 14001 | OHSAS 18001

NOTICE OF AWARD

AUG 05 2019

NOEL T. YAP
ESTANIEL ENTERPRISES
#7 March St., Bahay Toro, Quezon City
0917-821-7324

Dear Mr. Yap:

Please be informed that based on the result of our evaluation of your offer to undertake execute SERVICE PROVIDER FOR MISBUFF AND LINUX INTEGRATION the Total Contract Price of equivalent to for FOUR HUNDRED FORTY-FIVE THOUSAND PESOS (P 445,000.00) with the delivery schedules indicated in your bid proposals, we are happy to notify you that your offer is acceptable to us and hereby awarded you the project.

In view thereof, kindly signify your conforme by affixing your signature on the space provided below.

Very truly yours,


ARNEL N. DEL BARRIO
Executive Director

Conforme: 

(Bidder/Authorized Representative)

Date: SEP 06 2019



Department of Agriculture
PHILIPPINE CARABAO CENTER
CERTIFIED: ISO 9001 | ISO 14001 | OHSAS 18001

NOTICE TO PROCEED

AUG 06 2019

NOEL T. YAP
ESTANIEL ENTERPRISES
#7 March St., Bahay Toro, Quezon City
0917-821-7324

Dear Mr. Yap:

The attached Contract Agreement having been approved, notice is hereby given to ESTANIEL ENTERPRISES that work may commence to be completed until November 30, 2019 for SERVICE PROVIDER FOR MISBUFF AND LINUX effective upon acknowledgement of this notice, subject to such additional time for the completion of the work as may be allowed by the Agency.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the implementation schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below, keep one copy and return the other to the Philippine Carabao Center.

Very truly yours,


ARNEL N. DEL BARRIO
Executive Director

Acknowledged:



NOEL T. YAP
ESTANIEL ENTERPRISES

Date: SEP 13 2019



RECOMMENDING AWARD OF CONTRACT FOR THE SOFTWARE DEVELOPMENT AND SERVICES

WHEREAS, on 16 April 2019, Executive Director ARNEL N. DEL BARRIO, as Head of Procuring Entity (HOPE), approved the Annual Procurement Plan (APP) FY-2019 of the agency upon favorable recommendation of the Bids and Awards Committee (BAC);

WHEREAS, included in the APP is the **SOFTWARE DEVELOPMENT AND SERVICES** to be undertaken through Section 53.9 (Small Value Procurement) of the Revised Implementing Rules and Regulations of Republic Act No. 9184 under the GAA Fund;

WHEREAS, the **SOFTWARE DEVELOPMENT AND SERVICES** has the following Approved Budget for the Contract (ABC) as follows:

Item No.	Item Description	ABC per Line Item/Lot (P)
1	SOFTWARE DEVELOPMENT AND SERVICES (as per attached list)	P 550,000.00

WHEREAS, on 10 July 2019, the BAC thru its Secretariat/Procurement Office, initiated the procurement activity by sending/posting Request for Quotation (RFQs) to PhilGEPS/various suppliers;

WHEREAS, the following suppliers have submitted their respective quotations, viz:

1. Estaniel Enterprises
2. D.D. Computer Repair and Trading

WHEREAS, the Technical Working Group (TWG) determined that based on the financial proposal submitted by the various suppliers, the following list of suppliers has submitted the lowest calculated quotation as follows:

1. Estaniel Enterprises – item no. 1
2. D.D. Computer Repair and Trading - item no. 2

WHEREAS, upon review and evaluation of the compliance with the technical requirements of the end-user/project, the TWG recommended to declare the following list of suppliers as the lowest calculated and responsive quotation as follows:

1. Estaniel Enterprises – item no. 1
2. D.D. Computer Repair and Trading - item no. 2

WHEREAS, the report containing the results of the TWG evaluation is attached hereto and made an integral part hereof.

NOW, THEREFORE, WE the Members of the **BIDS AND AWARDS COMMITTEE** after duly considering the recommendations of the TWG, hereby resolve to recommend to the Head of the Procuring Entity for his considerations and approval the awards of the contract to the following suppliers:

   1

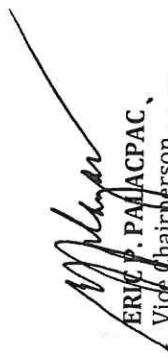
- a) ESTANIEL ENTERPRISES be awarded the contract for SERVICE PROVIDER FOR MISBUFF AND LINUX INTEGRATION in the amount of **Four Hundred Forty Five Thousand Pesos (P 445,000.00)** and;
- b) D.D. COMPUTER REPAIR AND TRADING be awarded the contract for SERVICE PROVIDER FOR SOFTWARE DEVELOPMENT in the amount of **One Hundred Thousand Pesos (P 100,000.00)**.

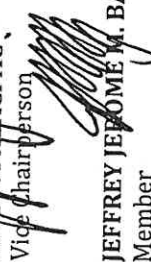
This resolution shall take effect immediately.

APPROVED this 5th day of August, 2019 at Philippine Carabao Center, National Headquarters and Gene Pool, Science City of Munoz, Nueva Ecija.

BIDS AND AWARDS COMMITTEE


ANNABELLE S. SARABIA
Chairperson


ERIC P. PALACPAC,
Vice Chairperson


JEFFREY JEROME M. BALAOING
Member


PEREGRINO G. DURAN
Member


LERMA C. OCAMPO
Member

Attested by: 
NOEL M. V. BALAIS
Head, BAC Secretariat

Approved by: 
ARNEL N. DEL BARRIO
Executive Director