

CONTRACT AGREEMENT

THIS AGREEMENT made this 26th day of April 2021 between **BULACAN AGRICULTURAL STATE COLLEGE** of Pinaod, San Ildefonso, Bulacan (hereinafter called the "Entity") and **RADTHIEN BUILDERS COMPANY** of 81 Cagayan Valley Road, Brgy. San Roque, San Rafael, Bulacan (hereinafter called the "Supplier").

WHEREAS, the Entity is desirous that the Supplier executes the Supply and Delivery of Construction Materials and Labor for the Construction of Metal Bleacher in Basketball Court (10 sets) (hereinafter called "the Works") and the Entity has accepted the bid for Four Hundred Twenty-six Thousand Three Hundred Fifty Pesos (**PhP426,350.00**) by the Supplier for the execution and completion of such works and the remedying of any defects therein and shall be completed within thirty (30) calendar days.

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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Prescribed supporting documents under alternative mode of procurement (small value procurement)
 - (b) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to wit:
 - (a) Execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
 - (b) Liquidated damages on the unperformed portion for every day of delay as required by the existing laws;
 - (c) The electricity and water consumption incurred while the projects are in progress.
4. The Entity hereby covenants to pay the Supplier 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.

5. All applicable provisions and/or sections of the latest IRR of R. A. 9184 and latest GPPB Issuances pertaining to the procurement of goods/services shall be the guiding principles and procedures to be followed in this contract of agreement.

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

Signature of PROCURING ENTITY


JAMESON H. TAN, Ed. D.
SUC President III


Signature of SUPPLIER


BENJAMIN V. DELA CRUZ
Owner

Signed in the presence of:


RONALD REAGAN T. ALONZO, Ph.D.
Vice President, Administration & Finance

Funds available:


MA. DOLORES G. BERSAMINA, CPA
Accountant III

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Bulacan) S.S.
Municipality of San Ildefonso)

BEFORE ME, a Notary Public for and in Bulacan, personally appeared:

Name	ID No.	Place/Date of Issue
JAMESON H. TAN	P4404793B	DFA, Pampanga/ 1-16-2020
BENJAMIN V. DELA CRUZ	TIN 209-952-842	

The above-named persons certified that the signatures of the persons who signed this document are genuine and that they are the same person named herein. That, they are the same persons who executed the foregoing document and they acknowledge that they executed the same as their free and voluntary act and deed.

I HEREBY CERTIFY that the foregoing document consists of THREE (3) pages including this page, and that the parties signed their names on it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of APR 29 2021, 2021 in Bulacan, Philippines.

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REL. RUGAY
Notary Public
Commission No. 14C-51-MB-2018
PTR No. 8887244/01-09-11
Address: Kall No. 02697, Agusan Del Norte
Roll No. 27001
MCLE No. 12 002674