

Contract Agreement

THIS AGREEMENT, made this *15th day of April, 2021* between **BULACAN AGRICULTURAL STATE COLLEGE**, San Ildefonso, Bulacan (hereinafter called the "Entity") and **AGILE TECHFRONTIER CORPORATION**, LG-07 Peninsula Court Building, Paseo de Roxas Corner Makati Avenue, Brgy. Bel-Air, Makati City (hereinafter called the "Supplier").

WHEREAS, the Entity is desirous that the Supplier execute the Supply, Delivery, Assembly, and Installation of **Photogrammetry, Remote Sensing, and GIS Equipment for the Provision of Higher Education** under *Contract No. 2021-01G* (hereinafter called "the Works") and the Entity has accepted the Bid of nine hundred fifteen thousand one hundred forty-three pesos (**Php915,143.00**) by the Supplier for the execution and completion of such Works and the remedying of any defects therein and shall be completed within 90 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 integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Specifications;
 - (c) Invitation to Bid;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) 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;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Notice of Award of Contract and the Bidder's conforme thereto;
 - (k) 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:
 - (a) Execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects; and
 - (b) Payment of liquidated damages on the unperformed portion for every day of delay as required by the existing laws.
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.

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

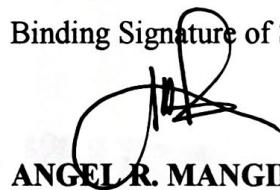
Signed, sealed, and delivered by **DR. JAMESON H. TAN** the **College President III** (for the Entity **Bulacan Agricultural State College**)

Signed, sealed, and delivered by **MR. ANGEL R. MANGILIT** the **Authorized Representative** (for the Supplier **Agile Techfrontier Corporation**)


Binding Signature of PROCURING ENTITY

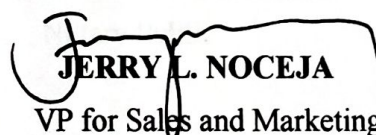

JAMESON H. TAN, Ed. D.
 College President III

Binding Signature of SUPPLIER



ANGEL R. MANGILIT
 Authorized Representative

Signed in the presence of:


RONALD REAGAN T. ALONZO, Ph.D.
 Vice-President for Administration and Finance


JERRY L. NOCEJA
 VP for Sales and Marketing

Funds available:


MA. DOLORES G. BERSAMINA, CPA
 Accountant III

Republic of the Philippines)
 Province of _____)
 Municipality of **MAKATI CITY**)

Acknowledgment

BEFORE ME, a Notary Public for and in the Municipality of San Ildefonso in the Province of Bulacan, personally appeared **JAMESON H. TAN** with Passport No. P4404793B issued at DFA, Pampanga on January 16, 2020, and **ANGEL R. MANGILIT** with Social Security ID No. 02-2141407-7, both known to me and to be known to be the same persons who executed the foregoing instrument and acknowledgment to me that the same is their free and voluntary acts and deeds.

This instrument refers to a Contract for Procurement of Goods, consisting of three (3) pages including this page wherein the acknowledgment is written, were signed by the parties, and their two instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this **APR 21 2021**

 Notary Public

Doc. No.: 95
 Page No.: 19
 Book No.: 160
 Series of: 2021

ATTY. JOSHUA P. LAPUZ
 Notary Public for and in Makati City
 Appointment No. M-65 until 12/31/2021
 PTR No. 8531012, Jan. 4, 2021 until Dec. 31 2021 Makati City
 Roll No. 45790, IBP, Lifetime N. 04897
 MCLE No. VI-0016365 / Jan. 14, 2019
 G/F Fedman Suites 199 Salcedo Street
 Legaspi Village, Makati City