

Contract Agreement

THIS AGREEMENT made this *15th day of April, 2021* between **BULACAN AGRICULTURAL STATE COLLEGE**, Pinaod, San Ildefonso, Bulacan (hereinafter called the "Entity") and **CAIXIA CONSTRUCTION** of Brgy. Marawa, Jaen, Nueva Ecija (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor executes the **Construction of Feed Mill Plant** under **Contract No. 2021-01-INFRA** (hereinafter called "the Works") and the Entity has accepted the Bid of one million four hundred eighty thousand pesos (**Php1,480,000.00**) by the Contractor for the execution and completion of such works and the remedying of any defects therein and shall be completed within ninety (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 an integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) 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 a request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) 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. Payment of liquidated damages on the unperformed portion for every day of delay as required by the existing laws; and
 - c. Payment of electricity and water consumption incurred while the projects are in progress.
4. 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.


IN WITNESS whereof the parties hereto 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 **MARIBEL C. GUTIERREZ** the **Authorized Signatory** (for the Contractor **Caixia Construction**).

Binding Signature of PROCURING ENTITY Binding Signature of CONTRACTOR


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



MARIBEL C. GUTIERREZ
 Authorized Signatory

Signed in the presence of:


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


RICO V. CRUZ
 Project Manager

Funds available:


MA. DOLORES G. BERSAMINA, CPA
 Accountant III

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

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 **MARIBEL C. GUTIERREZ** with Driver's License No. C05-18-008729, 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 Infrastructure Project, 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.

APR 15 2021

WITNESS MY HAND AND SEAL this _____.

Insaut
 LEILANI R. VIZCAYDE ESCUEYA
 Notary Public (noted) December 31, 2020
 PTR No. 576516100 (noted) December 31, 2020
 IR: Life Member
 Notary Public

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