

## Contract Agreement

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THIS AGREEMENT made this 23<sup>rd</sup> day of *September 2021* between **BULACAN AGRICULTURAL STATE COLLEGE**, San Ildefonso, Bulacan (hereinafter called the "Entity") and **SMAGRI-MAC TRADING**, Don Manuel Banzon Avenue, Poblacion, Balanga City, Bataan (hereinafter called the "Supplier").

WHEREAS, the Entity is desirous that the Supplier executes the *supply, delivery, assembly, installation, demonstration (with testing and approval of TWG) and training (3 days) of the Agricultural Machinery for the Provision of Higher Education Services (Lot 1: Mini Rice Combine Harvester)* under *Contract No. 06 Goods-2021* (hereinafter called "the Works") and the Entity has accepted the bid for one million one hundred thousand pesos (*PhP1,100,000.00*) 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 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. The Entity hereby covenants the Supplier to pay liquidated damages for the failure to deliver/perform said services with the applicable governing laws of this contract.
4. 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 execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
5. 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.

Signature of PROCURING ENTITY


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

Signature of SUPPLIER

  
**LEONILO S. MALIBIRAN**  
Owner/General Manager

Signed in the presence of

  
**MELCHOR I. PASTRANA, Ph.D.**  
Director, DRRMO

  
**ELADIO G. PINEDA**  
Sales Supervisor

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 expiration on 2030/01/15, and **LEONILO S. MALIBIRAN** with Driver's License No. C02-81-017942 issued at LTO BLC expiration on 2022/05/23, 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 are 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 SEP 23 2021

**ATTY MARINE M. LEE**  
 Notary Public  
 Roll No. 73610  
 IBP No. 13405877 - 1 1021  
 PTR No. 8111851 - 1-7-2021  
 Commission Expires on Dec. 31, 2021

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