

Contract Agreement

THIS AGREEMENT made this 21st day of *July 2022* between **BULACAN AGRICULTURAL STATE COLLEGE**, San Ildefonso, Bulacan (hereinafter called the "Entity") and **BRAVE ENERGY, INC.**, 2nd Floor CVM Realty Building Manila East Road, Tikling, Taytay, Rizal (hereinafter called the "Supplier").

WHEREAS, the Entity is desirous that the Supplier executes the *supply, delivery and installation of Solar Power for the Upgrading of Five (5) Units of Greenhouses at BASC College of Agriculture and One (1) Unit at DRT Campus to Automated Greenhouses* under *Contract No. 05 Goods-2022 (LOT 3: SOLAR POWER)* (hereinafter called "the Works") and the Entity has accepted the bid for seven million one hundred fifty thousand one hundred forty-eight pesos and seventy-six centavos (*PhP7,150,148.76*) by the Supplier for the execution and completion of such Works and the remedying of any defects therein and shall be completed within one hundred twenty (120) 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) 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 a 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. 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

Signature of SUPPLIER


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



DEWAYNE R. CASTRO
Authorized Representative

Signed in the presence of:


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


MARVIC GARCIA

Funds available:


MA. DOLORES G. BERSAMINA, CPA
Accountant III

Republic of the Philippines)
Province of PASIG CITY)
Municipality of)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the Municipality of PASIG CITY in the Province of _____, personally appeared **JAMESON H. TAN** with Passport No. P4404793B issued at DFA, Pampanga expiration on 2030/01/15, and **DEWAYNE R. CASTRO** with Professional Driver's License No. N01-10-006371 issued at LTO N12 expiration on February 23, 2024, 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.

JUL 25 2022

WITNESS MY HAND AND SEAL this _____.

Notary Public

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