

## CONTRACT AGREEMENT

THIS AGREEMENT made this 11<sup>th</sup> day of November 2022 between **BULACAN AGRICULTURAL STATE COLLEGE** of Pinaod, San Ildefonso, Bulacan (hereinafter called the "Entity") and **CAIXIA CONSTRUCTION** of Brgy. Marawa, Jaen, Nueva Ecija (hereinafter called the "Supplier").

WHEREAS, the Entity is desirous that the Supplier execute the **Supply and Delivery of Construction Materials and Labor for the Construction of Biogas Plant in Swine Multiplier Building** (hereinafter called "the Works") and the Entity has accepted the bid for Three Hundred Fifty-one Thousand Two Hundred Eighty-five Pesos (**Php351,285.00**) by the Supplier for the execution and completion of such works and the remedying of any defects therein and shall be completed within forty (40) 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





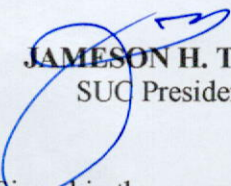
such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

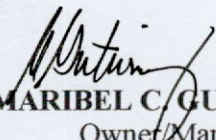
5. All applicable provisions and/or sections of the latest IRR of R.A. 9184 and latest GPPB Issuances pertaining to the procurement of goods/services shall be the guiding principles and procedures to be followed in this contract of agreement.

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

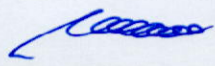
Signature of PROCURING ENTITY

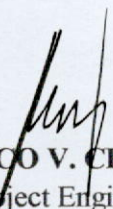
Signature of SUPPLIER

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

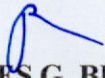
  
**MARIBEL C. GUTIERREZ**  
Owner/Manager

Signed in the presence of:

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

  
**RICO V. CRUZ**  
Project Engineer

Funds available:

  
**MA. DOLORES G. BERSAMINA, CPA**  
Accountant III



**ACKNOWLEDGMENT**

Republic of the Philippines )  
Province of ) S.S.  
Municipality of **SAN ILDEFONSO, BULACAN**

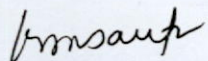
BEFORE ME, a Notary Public for and in Bulacan, personally appeared:

Name	ID No.	Place/Date of Issue
JAMESON H. TAN	P4404793B	DFA, Pampanga/2030/01/15
MARIBEL C. GUTIERREZ		

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 **NOV 15 2022**, 2022 in Bulacan, Philippines.

  
LERANIB WIZONDE-ESCUETA  
Notary Public  
Bulacan, Philippines  
Date: NOV 15 2022  
Office: Bulacan, Philippines  
Notary Seal No. 062317

Doc. No.: 255  
Page No.: 052  
Book No.: 11  
Series of: 2022