

CONTRACT OF AGREEMENT

**BUREAU OF AGRICULTURAL AND
FISHERIES ENGINEERING**

AND

MASANGKAY COMPUTER CENTER

FOR THE

**SUPPLY, DELIVERY AND INSTALLATION
OF VARIOUS ICT EQUIPMENT FOR CY
2021 LOTS 2 AND 3**

IB 001-21

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement is made and executed by and between;

The **BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE)**, an agency of the Government of the Republic of the Philippines with office address at Sugar Center, Annex II Building Extension, North Avenue, Diliman, Quezon City, represented by its **DIRECTOR, ENGR. ARIODEAR C. RICO**, hereinafter referred to as the **PROCURING ENTITY**;

- AND -

MASANGKAY COMPUTER CENTER, a business entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 1143G. Masangkay St., Sta. Cruz, Manila represented herein by its **ACCOUNT REPRESENTATIVE, MS. ANNA SOPHIA YU MALIGAT**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH THAT:

WHEREAS, the BAFE-Bids and Awards Committee (BAC) initiated the procurement activity for the **SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS ICT EQUIPMENT FOR CY 2021 (LOTS 2 AND 3)** (referred to as the "**PROJECT**") with an total approved budget for the contract (ABC) in the amount of **One Million Five Hundred Eighteen Thousand Five Hundred Pesos (PhP 1,518,500.00)** through posting the Invitation to Bid (IB) at PhilGEPS, BAFE website and bulletin board, based on **IB No. 001-21** with the following details:

Lot No.	Description	ABC (PhP)
2	Documentation / Geo-tagging Devices	633,500.00
3	Televisions	885,000.00
Total		1,518,500.00

WHEREAS, the public bidding for the **PROJECT** was conducted on September 27, 2021;

WHEREAS, after careful evaluation of the proposal and post qualification on the **PROJECT**, the **SUPPLIER** has been found to be **RESPONSIVE** and was declared as the **Single Calculated and Responsive Bidder (SCRB)**.

WHEREAS, the **PROCURING ENTITY** approved **BAFE-BAC Resolution No. 180, Series of 2021** dated 22nd day of October 2021, **recommending the award of contract for the PROJECT through public bidding to the SUPPLIER**;

WHEREAS, the SUPPLIER is willing to supply, deliver, and comply with the requirements of the PROCURING ENTITY;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenant, the parties hereto have agreed as follows:

I. SCOPE OF CONTRACT

1. The **CONTRACT** and any stipulation or endorsement or addendum, written on or posted herewith shall constitute the entire agreement between the **PROCURING ENTITY** and the **SUPPLIER**;
2. The Technical Specifications, Terms of Reference, Conditions of the Contract, Purchase/Work Orders, Supplemental/Bid Bulletin and Bid Documents shall be made as integral part of this contract, hereto attached;

II. CONTRACT PRICE

1. As a consideration for the faithful performance and satisfactory accomplishment of all obligations of the **SUPPLIER** under this contract, the **PROCURING ENTITY** shall pay the **SUPPLIER** the total contract price of **One Million Three Hundred Seventy-Five Thousand Eight Hundred Seventy-Eight Pesos (PhP 1,375,878.00)** for the **PROJECT**; and
2. All fees, taxes and other similar charges, imposed by the Philippine Government on the **PROJECT** shall be on the account of the **SUPPLIER**;

III. OBLIGATION OF THE PARTIES

1. The **SUPPLIER** shall deliver the goods and services relative to the **PROJECT** within **Thirty (30) Calendar Days upon receipt of Notice to Proceed** at the office address of BAFE;
2. The **PROCURING ENTITY** shall pay the **SUPPLIER** the entire amount of the contract price only after full performance of the latter's obligation and after final inspection and acceptance of the project;

IV. FORCE MAJEURE

1. The **SUPPLIER** shall not be in default under this contract for any delay in the **PROJECT** caused by force majeure or fortuitous event, provided that the **SUPPLIER** informs the **PROCURING ENTITY** in writing of such delay within ten (10) calendar days after the occurrence of the cause of delay. Upon receipt of such notice of delay, the **PROCURING ENTITY** shall promptly ascertain the facts and the extent of the delay. The decision of the **PROCURING ENTITY** shall be binding upon the **SUPPLIER**;
2. No extension of time shall be granted to the **SUPPLIER** if notice of delay is made after the expiration of the 10-day period provided in the preceding paragraph;

V. PERFORMANCE BOND

The SUPPLIER shall, prior signing of this Contract, procure and furnish the PROCURING ENTITY the PERFORMANCE BOND equivalent to thirty percent (30%), if surety bond callable upon demand, or five percent (5%) if cash or cashier/manager's check, bank draft/guarantee or irrevocable letter of credit of the total contract price or any combination of the foregoing proportionate to share of form with respect to the total amount of security. The PERFORMANCE BOND shall be posted in favor of the PROCURING ENTITY, and shall be forfeited in favor of the latter in the event it is established that the SUPPLIER is in default in any of its obligations under the contract. The PERFORMANCE BOND may be levied by the PROCURING ENTITY without recourse to any judicial action whatsoever. The PERFORMANCE BOND shall be released by the PROCURING ENTITY to the SUPPLIER after the completion and final acceptance of the PROJECT;

VI. PENALTY CLAUSE

In case the SUPPLIER fails to effect the PROJECT in accordance with Article IV hereof without any fault on the part of the PROCURING ENTITY, an amount equivalent to one tenth of one percent (1/10 of 1%) of the total value of the undelivered units shall be deducted for each day of delay as penalty. A penalty shall be deducted from any source that may be payable to the SUPPLIER or levied upon the performance bond;

VII. GUARANTY OF MATERIAL AND WORKMANSHIP

The SUPPLIER hereby guarantees project in favor of the PROCURING ENTITY against defaults or defects, and shall have a **warranty for a period of three (3) years on support and services from date of acceptance**. The obligation for the warranty for a period of three (3) years shall be covered by, at the SUPPLIER'S option, either retention money in the amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price;

VIII. ARBITRATION

Any dispute or unresolved differences arising out of or in connection with this contract that cannot be amicably settled by and between the parties thereto, shall be referred first for arbitration in Quezon City, Philippines before recourse to Courts of competent jurisdiction shall be availed of;

IX. EFFECTIVITY

This Contract shall become fully effective and binding on the date this Contract is signed by both parties.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the day and year first above written.

Signed, sealed and delivered by **ENGR. ARIODEAR C. RICO**, of the **BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING**.

Signed, sealed and delivered by **MS. ANNA SOPHIA YU MALIGAT** of **MASANGKAY COMPUTER CENTER**.

For and in behalf of the

BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING



ENGR. ARIODEAR C. RICO
Director IV

For and in behalf of

MASANGKAY COMPUTER CENTER



MS. ANNA SOPHIA YU MALIGAT
Account Representative

Signed in the presence of:



JAY RALPH BARRANTES
Account Executive

Signature over printed name



ENGR. JEFFERSON C. BORE

Signature over printed name

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S

BEFORE ME this 01 DEC 2021 personally appeared the following contracting parties namely:

NAME GOVERNMENT-ISSUED IDENTIFICATION ISSUED ON AND AT

ENGR. ARIODEAR C. RICO
(BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING)

MS. ANNA SOPHIA YU MALIGAT
(MASANGKAY COMPUTER CENTER)

Driver's License
NO1-17-026441

July 28, 2019 at LTO
San Juan

known to me to be the same persons who executed the foregoing and acknowledged to me that the same is their own free and voluntary act and deed as well as those of the entities herein represented.

This Contract consists of six (6) pages, including this page, which are signed by the parties and their witnesses on each and every page thereof. This refers to the Supply, Delivery and Installation of Various ICT Equipment for CY 2021 (Lots 2 and 3) by MASANGKAY COMPUTER CENTER to the Bureau of Agricultural and Fisheries Engineering.

IN WITNESS WHEREOF, I hereby affixed my signature on the date and place first above written.

NOTARY PUBLIC

Doc. No.: 928
Page No.: 4
Book No.: XSA11
Series of 2021

ATTY. JOHN EDUARDO TRINIDAD ANG
Notary Public for the City of Manila-Valid 12/31/2021
Notarial Commission No. 2020-033
2/F Midland Plaza Hotel, Adriatico st., Ermita, Mla.
IBP. No. 134850/ Dec. 14, 2020 / Pasig City
PTR No.9821951 / Jan. 4, 2021 at Manila
RoH No.58731 MCLE Compliance No. VI-0017186-Jan.24,2018