



Republic of the Philippines

Department of Agriculture

**BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE)**

Sugar Center, Annex II Building Extension, North Avenue, Diliman, Quezon City

Tel No. (02) 8351-8120, 8294-9741

Email add: [bafe@da.gov.ph](mailto:bafe@da.gov.ph)

# **CONTRACT OF AGREEMENT**

**BUREAU OF AGRICULTURAL  
AND FISHERIES ENGINEERING**

**AND**

**SFM SALES CORPORATION**

**FOR THE**

**SUPPLY AND DELIVERY OF ONE (1) UNIT  
BRAND NEW AIR-CONDITIONED MOTOR  
VEHICLE FOR THE BUREAU OF AGRICULTURAL  
AND FISHERIES ENGINEERING (BAFE)**

**NP 001-23-2F**

# 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 an 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 -

**SFM SALES CORPORATION**, a business entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Kms. 85.5 Maharlika Highway, San Ignacio San Pablo City, Laguna represented herein by its **SENIOR SALES EXECUTIVE, MR. EDMON E. TELO**, hereinafter referred to as the **SUPPLIER**.

## WITNESSETH THAT:

**WHEREAS**, the BAFE – Bids and Awards Committee (BAC) initiated the procurement activity for the **SUPPLY AND DELIVERY OF ONE (1) UNIT BRAND NEW AIR-CONDITIONED MOTOR VEHICLE FOR THE BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE)** (referred to as the “**PROJECT**”) with a total approved budget for the contract (ABC) in the amount of **ONE MILLION FIVE HUNDRED THOUSAND PESOS (PHP 1,500,000.00)** through posting the Invitation to Bid (IB) at PhilGEPS, BAFE website, and bulletin board, based on **NP 001-23-2F**;

**WHEREAS**, the public bidding for the **PROJECT** was conducted on May 11, 2023;

**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. 114, Series of 2023** dated the 23<sup>rd</sup> day of June 2023, recommending the award of contract for the **PROJECT** through **Negotiated Procurement - Two Failed Biddings 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 an integral part of this contract, hereto attached;

## II. CONTRACT PRICE

1. As 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 FOUR HUNDRED EIGHTY THOUSAND PESOS (PHP 1,480,000.00)** for the **PROJECT** detailed; 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 **NINETY (90) CALENDAR DAYS FROM THE RECEIPT/CONFORME OF THE NOTICE TO PROCEED (NTP)** at the office address of BAFE;
2. The **PROCURING ENTITY** shall pay the **SUPPLIER** within thirty (30) working days from the receipt of the billing provided with complete documents through LDDAP-ADA;

## 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 to 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 the project in favor of the PROCURING ENTITY against defaults or defects and shall have a **warranty for a period of three (3) months from the date of acceptance**. The obligation for the warranty for a period of one (1) year 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 on \_\_\_\_\_.

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

Signed, sealed, and delivered by **MR. EDMON E. TELO** of **SFM SALES CORPORATION**

For and on behalf of the

**BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING**

  
**ENGR. ARIODEAR C. RICO**  
Director


For and on behalf of

**SFM SALES CORPORATION**

  
**MR. EDMON E. TELO**  
Senior Sales Executive

**Signed in the presence of:**

  
\_\_\_\_\_  
ANGELIE J. BARI  
Signature over printed name

  
\_\_\_\_\_  
Alexander Nicole L. Tan  
Signature over printed name




ACKNOWLEDGMENT

Republic of the Philippines )  
Quezon City ) S.S

BEFORE ME this **JUN 29 2023** 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)

  
**MR. EDMON E. TELO**  
(SFM SALES CORPORATION)

*alix*

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.

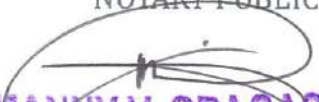
This Contract consists of six (6) pages, including this page, which is signed by the parties and their witnesses on each and every page thereof. This refers to the SUPPLY AND DELIVERY OF ONE (1) UNIT BRAND NEW AIR-CONDITIONED MOTOR VEHICLE FOR THE BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE) under NP 001-23-2F by SFM SALES CORPORATION to the Bureau of Agricultural and Fisheries Engineering.

*Edmon*

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

*A*

Doc. No.: 437  
Page No.: 89  
Book No.: XII  
Series of 2023

NOTARY PUBLIC  
  
**ATTY. MANNY V. GRAGASIN**  
NOTARY PUBLIC  
COMMISSION NO. 029 UNTIL DEC. 31, 2024 Q.C.  
DPOS BLDG. GRD. FLR. QUEZON CITY HALL  
IBP NO. 253917 / 12-27-22 / QUEZON CITY  
PTR NO. 3994861 / 01-03-23/QUEZON CITY  
ROLL OF ATTORNEY'S NO. 50070  
MCLE NO. VII-0028698 Until 04/14/25  
TIN NO. 243-085-918

