



Republic of the Philippines
BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING
SRA Compound, Annex II Building Ext.
North Avenue, Diliman, Quezon City
(02) 8351-8120, (02) 8294-9741

CONTRACT OF AGREEMENT

**BUREAU OF AGRICULTURAL
AND FISHERIES ENGINEERING**

AND

COVER AND PAGES CORPORATION

FOR THE

**PRINTING AND PRODUCTION OF
NATIONAL AGRICULTURAL AND
FISHERIES MECHANIZATION PROGRAM
2023-2028**

IB NO. 014-23



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 -

COVER AND PAGES 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 2763 St., Sta. Ana Manila represented herein by its **ACCOUNT EXECUTIVE, MS. MELANIE F. FERNANDO** hereinafter referred to as the **SUPPLIER**.

WITNESSETH THAT:

WHEREAS, the BAFE - Bids and Awards Committee (BAC) initiated the procurement activity for the **PRINTING AND PRODUCTION OF NATIONAL AGRICULTURAL AND FISHERIES MECHANIZATION PROGRAM 2023-2028** (referred to as the "**PROJECT**") with a total approved budget for the contract (ABC) in the amount of **ONE HUNDRED THOUSAND PESOS (PHP 100,000.00)** through posting the Invitation to Bid (IB) at PhilGEPS, BAFE website, and bulletin board, based on **IB No. 014-23** with the following details:

Lot No.	Description	ABC (PhP)
1	Printing and Production of National Agricultural and Fisheries Mechanization Program 2023-2028	100,000.00
Grand Total		100,000.00

WHEREAS, the public bidding for the **PROJECT** was conducted on September 14, 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 **Lowest Calculated and Responsive Bidder (LCRB)**.

WHEREAS, the **PROCURING ENTITY** approved **BAFE-BAC Resolution No. 174, Series of 2023** dated the 26th day of October 2023, 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 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 **EIGHTY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE PESOS (PHP 85,625.00)** for the **PROJECT** detailed as follows; and

Lot No.	Description	ABC (PhP)
1	Printing and Production of National Agricultural and Fisheries Mechanization Program 2023-2028	85,625.00
Grand Total		85,625.00

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 FROM THE RECEIPT OF THE APPROVED FINAL COPY** 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 **MS. MELANIE F. FERNANDO** of **COVER AND PAGES CORPORATION**

For and on behalf of the

BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING



ENGR. ARIODEAR C. RICO
Director

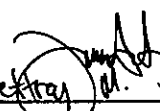
For and on behalf of

COVER AND PAGES CORPORATION


MS. MELANIE F. FERNANDO
Account Executive

Signed in the presence of:


MELODY Q. ACUÑA
Signature over printed name


JEFFREY M. SEBASTIAN
Signature over printed name


ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S

NOV 28 2023

BEFORE ME this _____ 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. MELANIE F. FERNANDO
(COVER AND PAGES CORPORATION)

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 PRINTING AND PRODUCTION OF NATIONAL AGRICULTURAL AND FISHERIES MECHANIZATION PROGRAM 2023-2028 under IB 014-23 by COVER AND PAGES CORPORATION 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

ATTY. MANUEL A. RODRIGUEZ II
Notary Public- Until Dec. 31, 2024
Notarial Commission No. 2023-062
2nd Floor Midland Plaza Hotel, Adriatico St., Ermita Mla.
IBP. No. 239143- Nov/9, 2022 for 2023- Pasig City
PTR NO. 0822025- Jan. 3, 2023-Manila
MCLE NO. VII-0005642- 12/3/2021-until 2025 (not valid until 2024)

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