



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

CONTRACT OF AGREEMENT

**BUREAU OF AGRICULTURAL
AND FISHERIES ENGINEERING**

AND

**PHILIPPINE GLOBAL
COMMUNICATIONS INC.**

FOR THE

**SUBSCRIPTION OF INTERNET ACCESS
SERVICE (IAS) FOR THE BUREAU OF
AGRICULTURAL AND FISHERIES
ENGINEERING (BAFE)**

IB NO. 001-22



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 -

PHILIPPINE GLOBAL COMMUNICATIONS INC., a business entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Paseo de Roxas, Makati City, Metro Manila represented herein by its **HEAD OF SM FACING UNIT, MS. KRISTINE D. GAMBOA**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH THAT:

WHEREAS, the BAFE – Bids and Awards Committee (BAC) initiated the procurement activity for the **SUBSCRIPTION OF INTERNET ACCESS SERVICE (IAS) 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 Two Hundred Thousand Pesos (PHP 1,200,000.00)** through posting the Invitation to Bid (IB) at PhilGEPS, BAFE website and bulletin board, based on **IB No. 001-22** with the following details:

Description	ABC (PhP)
Subscription of Internet Access Service (IAS) for the Bureau of Agricultural and Fisheries Engineering (BAFE)	771,456.00
Total	771,456.00

WHEREAS, the public bidding for the **PROJECT** was conducted on February 25, 2022;

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. 036, Series of 2022** dated 6th day of April 2022, 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**;



Handwritten signature in black ink.

Handwritten signature in blue ink.

Handwritten initials in blue ink.

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 **Seven Hundred Seventy-One Thousand Four Hundred Fifty-Six Pesos (PHP 771,456.00)** 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** within fifteen (15) days from the receipt of the monthly 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 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 one (1) year on support and services from 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.



[Handwritten signatures in blue ink]

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic on 12-0 APR 2022.

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

Signed, sealed and delivered by **MS. KRISTINE D. GAMBOA** of **PHILIPPINE GLOBAL COMMUNICATIONS INC.**

For and in behalf of the

BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING



ENGR. ARIODEAR C. RICO
Director IV

For and in behalf of


PHILIPPINE GLOBAL COMMUNICATIONS INC.



MS. KRISTINE D. GAMBOA
Head, SM Facing Unit

Signed in the presence of:


LOURDES C. BONIFACIO
Signature over printed name


JOSEPH D. BAUTISTA
Signature over printed name



ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City City of Manila) S.S

BEFORE ME this APR 20 2022 personally appeared the following contracting parties namely:

NAME GOVERNMENT-ISSUED ISSUED ON AND AT IDENTIFICATION

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

MS. KRISTINE D. GAMBOA
(PHILIPPINE GLOBAL COMMUNICATIONS INC.)

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 SUBSCRIPTION OF INTERNET ACCESS SERVICE (IAS) FOR THE BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE) by PHILIPPINE GLOBAL COMMUNICATIONS INC. to the Bureau of Agricultural and Fisheries Engineering.

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

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Series of 2022

NOTARY PUBLIC
ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2020-057 / 12/31/2021 Manila
IBP NO. 178598 01/03/2022, PASIG
PTR NO. 0060197 01/05/2021 MLA
ROLL NO. 29679, TIN: 172-528-620
MCLE COMPL. NO. VII-0000165 6/26/2019 Valid April 14, 2025
URBAN DECA HOMES MANILA, B-2, UNIT 355, TONDO, MANILA
UNDER SUPREME COURT B.M. NO. 3795 EXTENDED FROM JAN. 1 TO JUNE 30, 2022

