



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

K2C GENERAL MERCHANDISE

FOR THE

**SUPPLY, DELIVERY, INSTALLATION,
AND CONFIGURATION OF VARIOUS
ICT EQUIPMENT
(LOTS 4 and 6)**

IB NO. 005-23

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 -

K2C GENERAL MERCHANDISE, a business entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Gov. Nick Seva St., Libon, Albay represented herein by its **AUTHORIZED REPRESENTATIVE & MANAGING OFFICER, MS. MARIA CRISMA EDITHA D. MAXWELL** hereinafter referred to as the **SUPPLIER**.

WITNESSETH THAT:

WHEREAS, the BAFE - Bids and Awards Committee (BAC) initiated the procurement activity for the **SUPPLY, DELIVERY, INSTALLATION, AND CONFIGURATION OF VARIOUS ICT EQUIPMENT - LOTS 4 AND 6** (referred to as the "**PROJECT**") with a total approved budget for the contract (ABC) in the amount of **ONE MILLION FIFTY-NINE THOUSAND THREE HUNDRED SEVENTY-ONE PESOS (PHP 1,059,371.00)** through posting the Invitation to Bid (IB) at PhilGEPS, BAFE website, and bulletin board, based on **IB No. 005-23** with the following details:

Lot No.	Description	ABC (PhP)
4	Interactive Flat Panel	949,790.00
6	CCTV System	109,581.00
Grand Total		1,059,371.00

WHEREAS, the public bidding for the **PROJECT** was conducted on April 3, 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. 102, Series of 2023** dated the 31st day of May 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 **SEVEN HUNDRED EIGHTY-TWO THOUSAND PESOS (PHP 782,000.00)** for the **PROJECT** detailed as follows; and



Lot No.	Description	ABC (PhP)
4	Interactive Flat Panel	702,000.00
6	CCTV System	80,000.00
Grand Total		782,000.00

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 **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 **MS. MARIA CRISMA EDITHA D. MAXWELL** of **K2C GENERAL MERCHANDISE**.



For and on behalf of the

BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING

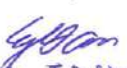

ENGR. ARIODEAR C. RICO
Director

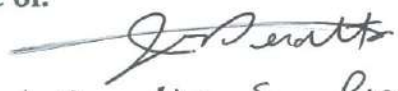
For and on behalf of

K2C GENERAL MERCHANDISE


MS. MARIA CRISMA EDITHA D. MAXWELL
Authorized Representative & Managing Officer

Signed in the presence of:


EMMANUEL JOSEPH GAN
Signature over printed name


Julius Abe S. Rerahta
Signature over printed name




ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S

BEFORE ME this 16 JUN 2023 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. MARIA CRISMA EDITHA D. MAXWELL
(K2C GENERAL MERCHANDISE)

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, DELIVERY, INSTALLATION, AND CONFIGURATION OF VARIOUS ICT EQUIPMENT - LOTS 4 AND 6 under IB 005-23 by K2C GENERAL MERCHANDISE to the Bureau of Agricultural and Fisheries Engineering.

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


ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Unit: Cagayan, 2021
NOTARY PUBLIC
PTR No. 3718371 / January 3, 2023 Q.C
IBP No. 187803 / November 25, 2021 Q.C
Roll No. 30457 / 05-09-1980
MCLE VII-0000994 / 09-21-2021
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754

Doc. No.: 62
Page No.: 12
Book No.: 1
Series of 2023



Maria Crisma Editha Maxwell
**CERTIFIED
 TRUE COPY**

[Signature]
ATTY. ROBERTO LEONES MADRID
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2023
 IBP NO. 265117 - 01-03-2023
 PTR NO. 9296404 - 01-03-2023
 AT LEGAZPI CITY, ALBAY
 ROLL OF ATTORNEY'S NO. 30786
 MCLE NO. V-0017061 - MARCH 15, 2016