



Republic of the Philippines
BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING
SRA Compound, Annex II Building Ext.,
North Avenue, Diliman, Quezon City
(02) 8928-8741

QF-AFD-QOP04-10
Rev 00
August 20, 2024

CONTRACT OF AGREEMENT

**BUREAU OF AGRICULTURAL
AND FISHERIES ENGINEERING**

AND

**PROGRESS HOME AND OFFICE
FURNISHINGS/VERDE LINEAR
CORPORATION**

FOR THE

**SUPPLY, DELIVERY, AND INSTALLATION OF
VARIOUS SEMI-EXPENDABLE OFFICE
EQUIPMENT, FURNITURE AND FIXTURES OF
BAFE FOR CY 2024 (LOT 1)**

IB NO. 007-24

4

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 -

PROGRESS HOME AND OFFICE FURNISHINGS/VERDE LINEAR 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 73 Panay Avenue, Barangay Paligsahan, Quezon City represented herein by its **PROJECT SALES REPRESENTATIVE, MR. DELMER B. EBUEZA** 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 Semi-Expendable Office Equipment, Furniture and Fixtures of BAFE for CY 2024 (Lot 1)** (referred to as the "PROJECT") with a total approved budget for the contract (ABC) in the amount of **Four Hundred Sixty Seven Thousand One Hundred Twenty Pesos (PHP 467,120.00)** through posting the Invitation to Bid (IB) at PhilGEPS, BAFE website, and bulletin board, based on IB No. 007-24 with the following details:

Lot No.	Description	ABC (PhP)
1	Supply, Delivery, and Installation of Various Semi-Expendable Furnitures and Fixtures of OD/OAD, AFD, PPMD, and COA Office	467,120.00
Total		467,120.00

WHEREAS, the public bidding for the PROJECT was conducted on August 8, 2024;

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. 131, Series of 2024** dated the 18th day of September 2024, 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 TWO HUNDRED EIGHTEEN THOUSAND SIX HUNDRED EIGHTY-FIVE PESOS AND 50/100 ONLY (PHP 218,685.50) for the PROJECT detailed as follows; and

ITEM DESCRIPTION/ SPECIFICATION	QTY	UNIT	UNIT COST	TOTAL COST
			(Php)	(Php)
SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS SEMI-EXPENDABLE OFFICE EQUIPMENT, FURNITURE AND FIXTURES OF BAFE FOR CY 2024 (Lot 1)				
1 Office Chair High Back Mesh Swivel with Headrest	49	pcs	3,649.50	178,825.50
2 Open Metal Cabinet	3	pcs	7,920.00	23,760.00
3 Heavy Duty Gang Chair	2	pcs	8,050.00	16,100.00
			Grand Total	P 218,685.50

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 **Twenty (20) calendar days upon receipt/conforme of the Notice to Proceed**
2. at the office address of BAFE;
3. The **PROCURING ENTITY** shall pay the **SUPPLIER** one time payment shall be made upon completion and acceptance of the Supply, Delivery, and Installation of Various Semi-Expendable Office Furniture and Fixtures and submission of the Delivery Receipt and Sales Invoice subject to existing government accounting rules and regulations;

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 at least 1 year Manufacturer's Warranty 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.

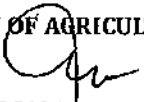
IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic on OCT 24 2024.

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

Signed, sealed, and delivered by MR. DELMER B. EBUEZA of PROGRESS HOME AND OFFICE FURNISHINGS/VERDE LINEAR CORPORATION


For and on behalf of the

BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING

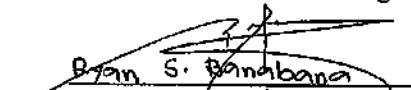

ENGR. ARIODEAR C. RICO
Director

For and on behalf of

PROGRESS HOME AND OFFICE FURNISHINGS/VERDE LINEAR CORPORATION


MR. DELMER B. EBUEZA
Project Sales Representative

Signed in the presence of:


Signature over printed name

Signature over printed name



CERTIFICATION AS TO AVAILABILITY OF FUNDS (CAF):

KIM P. BARTOLOME
Accountant III

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S

BEFORE ME this OCT 24 2024 personally appeared the following contracting parties namely:

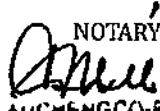
NAME	GOVERNMENT-ISSUED IDENTIFICATION	ISSUED ON AND AT
 ENGR. ARIODEAR C. RICO (BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING)		
 MR. DELMER B. EBUEZA (PROGRESS HOME AND OFFICE FURNISHINGS/VERDE LINEAR CORPORATION)	PHILIPPINE PASSPORT NO. P2155381C	OCT. 24, 2022 @ DFA NCR NORTHWEST

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 seven (7) 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 AND INSTALLATION OF VARIOUS SEMI-EXPENDABLE OFFICE EQUIPMENT, FURNITURE AND FIXTURES OF BAFE FOR CY 2024 (Lot 1) under IB NO 007-24 by PROGRESS HOME AND OFFICE FURNISHINGS/VERDE LINEAR 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.

Doc. No.: 310
Page No.: 03
Book No.: ✓
Series of 2024

NOTARY PUBLIC

MA. CECILIA LAUCHENGCO-REBOLLIDO
ADM Matter No. NP-056
Notary Public for Quezon City
Valid until December 31, 2024
SUITE 312 PASDA MANSIONS
NO. 77 PANAY AVENUE, QUEZON CITY
Telefax (02) 70899855
Roll No. 43697
PTR No. 0661723/01-18-24/QC
IBP No. 425347/01-18-24/QC
MCLE Com. No. 1/11.0023554/09-29-22/Pasig



