

CONTRACT AGREEMENT

THIS AGREEMENT made the 5th day of **December 2022** between **BATAAN PENINSULA STATE UNIVERSITY** of the Philippines (hereinafter called "the Entity") of the one part and **RFD TRADING**, of Brgy. Atilano Ricardo, Bagac, Bataan (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **SUPPLY AND DELIVERY OF VARIOUS SUPPLIES AND MATERIALS FOR THE CONSTRUCTION OF POULTRY HOUSES AND FENCES FOR THE PROJECT "ESTABLISHING VIABLE ENTERPRISE USING FREE-RANGE CHICKEN PRODUCTION TECHNOLOGY IN BATAAN" AT BPSU ABUCAY CAMPUS (REBID) WITH PR NO. AC2022-09-286** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *One Million Two Hundred Nineteen Thousand Ten Pesos Only (Php 1,219,010.00)* (hereinafter called "the Contract Price").


NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:


1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation, conditions of the contract, herein attached as Annex "A";
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of *One Million Two Hundred Nineteen Thousand Ten Pesos Only (Php 1,219,010.00)* or such other sums as may be ascertained, RFD TRADING agrees to **SUPPLY AND DELIVERY OF VARIOUS SUPPLIES AND MATERIALS FOR THE CONSTRUCTION OF POULTRY HOUSES AND FENCES FOR THE PROJECT "ESTABLISHING VIABLE ENTERPRISE USING FREE-RANGE CHICKEN PRODUCTION TECHNOLOGY IN BATAAN" AT BPSU ABUCAY CAMPUS (REBID) WITH PR NO. AC2022-09-286** in accordance with his/her/its Bid.

4. The **BATAAN PENINSULA STATE UNIVERSITY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


GREGORIO J. RODIS, Ph. D.
University President


MR. FEDERICO M. DATU III
Sole Proprietor /Authorized Representative

for:

Bataan Peninsula State University

for:

RFD TRADING

Acknowledgment

Republic of the Philippines)
City of Balanga, Bataan) S.S.

BEFORE ME, this 06 JAN 2023 of 2022 in the City of Balanga, Bataan, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE/EXPIRY
GREGORIO J. RODIS MR. FEDERICO M. DATU III	<u>BPSU ID CARD 08-0982-0652</u>	<u>August 9, 1982/Bataan</u>

both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary will and deed, as well as that of the corporations they represent.

This instrument refers to a "Contract for SUPPLY AND DELIVERY OF VARIOUS SUPPLIES AND MATERIALS FOR THE CONSTRUCTION OF POULTRY HOUSES AND FENCES FOR THE PROJECT "ESTABLISHING VIABLE ENTERPRISE USING FREE-RANGE CHICKEN PRODUCTION TECHNOLOGY IN BATAAN" AT BPSU ABUCAY CAMPUS (REBID) WITH PR NO. AC2022-09-286 that consists of two (2) pages including the page whereon this acknowledgement is written, and which is signed by the Parties and their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand on the date and at the place first written above.

Doc. No. 28;
Page No. 07;
Book No. 02;
Series of 2023

Notary Public
Atty. Rafael Kenneth M. Dela Fuente
Notary Public for Balanga City
NC No. 401-22 until December 31, 2023
DELA FUENTE LAW OFFICE
Unit 3 R & S Building, Manahan St., Brgy. Ibayo
Balanga City, Bataan
Roll of Attorney No. 68203
PTR No. 13345742/01-03-2023/Balanga
IBP No. 216393 /24-05-2022 /CY 2023/Bataan
MCLE Compliance No.: VII-00174478



Republic of the Philippines
BATAAN PENINSULA STATE UNIVERSITY
 Capitol Compound, City of Balanga 2100 Bataan

TERMS AND CONDITIONS

1. ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN ONE HUNDRED TWENTY (120) CALENDAR DAYS FROM DATE OF QUOTATION/BID OPENING.
2. **RFD TRADING** shall be responsible for the source (supplies/materials/equipment and shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order. Failure by the said company to comply with the same shall be ground for cancellation of the award and purchase order issued to that company.
3. **RFD TRADING** shall pick up the purchase order(s)/contract(s) issued in his favor within (3) days after receipt of notice to that effect. A telephone call, a fax transmission or an email correspondence shall constitute an official notice to the winning bidder. Thereafter, if the purchase order(s) remain unclaimed, the said purchase order(s)/contract(s) shall be sent by messengerial service to the winning bidder at the latter's expense. To avoid delay in the delivery of the requesting agency's requirements, all defaulting winner shall be precluded from proposing or submitting a substitute sample.
4. Subject to the provisions of the preceding paragraph, where winning bidder has accepted a purchase order/contract but fails to deliver products/services within the time called for in the same order, he shall be extended a maximum of fifteen (15) days under liquidated damages to make good his delivery. Thereafter, if the winning bidder has not completed delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn bidder. The Procurement Service shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the defaulting bidder. Refusal by the defaulting bidder to shoulder the price difference shall be ground for his disqualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under RA 9184 and its IRR-A.
5. All deliveries by suppliers shall be subject to inspection and acceptance by the BATAAN PENINSULA STATE UNIVERSITY (BPSU). All necessary test undertaken by BPSU on the item(s) shall be for the account of the supplier.
6. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 4 hereof.
7. Supplier shall guarantee its deliveries to be free from defects. Any defective item(s)/product(s), therefore that may discovered by BPSU within three (3) months after acceptance of the same, shall be replaced by the supplier within seven (7) calendar days upon receipt of a written to that effect.
8. Full Payment for the Project shall be paid upon complete delivery of the goods and as evidenced by a Certificate of Acceptance to be issued by the ENTITY. Partial payment of the contract price is allowed for partial or staggered delivery of goods procured, and such partial payment must correspond to the value of the goods delivered and accepted.
9. A penalty of one-tenth of one percent (0.001) of the total value of the product(s)/good(s) or services purchased shall be deducted for each day of delay in the delivery of the product(s)/good(s) or services ordered.
10. All duties, excise and other taxes and revenue charges, if any shall be for the supplier's account.
11. As a pre-condition to payment, IMPORTATION DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to BPSU.
12. All transactions are subject to withholding of credible value added tax (VAT) per Revenue Regulation No. 10-93.

CONFORME:

MR. FEDERICO M. DATU III
 Authorized Representative

Date: _____

Contact No: _____