

## CONTRACT AGREEMENT

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THIS AGREEMENT made this 26<sup>th</sup> day of April 2021 between **BULACAN AGRICULTURAL STATE COLLEGE** of Pinaod, San Ildefonso, Bulacan (hereinafter called the "Entity") and **CAIXIA CONSTRUCTION** of Brgy. Marawa, Jaen, Nueva Ecija (hereinafter called the "Supplier").

WHEREAS, the Entity is desirous that the Supplier executes the Supply and Delivery of Construction Materials and Labor for the Repair of Basketball Court in DRT Campus (hereinafter called "the Works") and the Entity has accepted the bid for Five Hundred Seventy-two Thousand Pesos (**PhP572,000.00**) by the Supplier for the execution and completion of such works and the remedying of any defects therein and shall be completed within forty-five (45) calendar days.

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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
  - (a) Prescribed supporting documents under the alternative mode of procurement (small value procurement)
  - (b) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to wit:
  - (a) Execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
  - (b) Liquidated damages on the unperformed portion for every day of delay as required by the existing laws;
  - (c) The electricity and water consumption incurred while the projects are in progress.
4. The Entity hereby covenants to pay the Supplier in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or

such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

5. All applicable provisions and/or sections of the latest IRR of R. A. 9184 and latest GPPB Issuances pertaining to the procurement of goods/services shall be the guiding principles and procedures to be followed in this contract of agreement.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Signature of PROCURING ENTITY

  
**JAMESON H. TAN, Ed. D.**  
SUC President III

Signature of SUPPLIER

  
**MARIBEL C. GUTIERREZ**  
Owner

Signed in the presence of:

  
**RONALD REAGAN T. ALONZO, Ph.D.**  
Vice President, Administration & Finance

  
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RICO V. CRUZ

Funds available:

  
**MA. DOLORES G. BERSAMINA, CPA**  
Accountant III

