



CONTRACT AGREEMENT

THIS AGREEMENT, made this 7th day of April 2021 between **PHILIPPINE CARABAO CENTER** of Science City of Muñoz, Nueva Ecija (hereinafter called the "Entity") and **ACCU-FIT BUILDER AND CONSTRUCTION SUPPLY** of Obogon, Tanjay City, Negros Oriental (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **EMERGENCY CONSTRUCTION OF DAIRY PROCESSING PLANT (PCC-LCSF)** (hereinafter called "the Works") and the Entity has accepted the Bid for **One Million Two Hundred Eighty Thousand Four Hundred Fifty-Seven Pesos & 86/100 (P 1,280,457.86)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 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 part of this Agreement, viz.:
 - a) Drawings/Plans;
 - b) Specifications;
 - c) Bill of Quantities/Program of Works;
 - d) General and Special Conditions of Contract;
 - e) Bid Proposal (including Eligibility requirements, Technical and Financial Proposals);
 - f) Performance Security;
 - g) Notice of Award and the Bidder's conforme thereto;
 - h) BAC Resolution; and
 - i) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned. The 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 Eighty Thousand Four Hundred Fifty-Seven Pesos & 86/100 (P 1,280,457.86)** or such other sums as may be ascertained, **ACCU-FIT BUILDER AND CONSTRUCTION SUPPLY** agrees to construct the Dairy Processing Plant in accordance with his/her/its Bid.

A food-secure Philippines

with prosperous farmers and fisherfolk

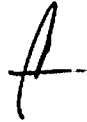


4. The PHILIPPINE CARABAO CENTER agrees to pay the above-mentioned sum in consideration of the execution and completion of the Works and the remedying of defects wherein, the contract price or such other sums as may become payable.

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



RONNIE D. DOMINGO
OIC, Executive Director
PHILIPPINE CARABAO CENTER




MA. LULU S. VALENCIA
Proprietor
ACCU-FIT BUILDER AND CONSTRUCTION
SUPPLY



NOEMI V. BALAIS
Head, BAC Secretariat


Signed In the Presence of:



RICO G. TABORA
Witness (for ACCU-FIT)

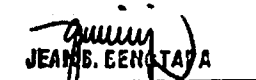


EDUARDO P. DALUSONG
Head, General Services Section



ARIEL L. ABAQUITA
Center Director, PCC-LCSF

Certified Funds Available:



JEAN B. GENSTAPA
Accountant (PCC-LCSF)

ACKNOWLEDGMENT

Republic of the Philippines)
_____)

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

Name	Com Tax Cert. No./ID	Date/Place Issued
RONNIE D. DOMINGO MA. LULU S. VALENCIA	ID No. 210201 <u>Receipt no: P0880897A</u>	_____

Known to me to be the same persons who executed the foregoing instrument and acknowledgement that the same is their own voluntary act and deed.

This instrument of three (3) pages including this page wherein this Acknowledgment is written and signed by the parties and their instrument witness on each and every page hereof.

WITNESS MY HAND AND SEAL, this _____ day of _____ 2021 at _____, Philippines.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021

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Handwritten signatures and initials at the bottom of the page.