

**SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT OF AGRICULTURAL  
ENGINEERING DIVISION (AED) FABRICATION AREA AND MACHINERY SHED (PHASE I)**

**CONTRACT AGREEMENT**

CoA NO. 105-23BAC

THIS AGREEMENT made this \_\_\_\_\_ day of 20 DEC 2023, 2023  
between **BUREAU OF PLANT INDUSTRY**, 692 San Andres Street, Malate, Manila  
(hereinafter called the "Entity") and **ROXIEMAR CONSTRUCTION**, 2 San Pedro Street,  
Payatas, Quezon City (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute "**SUPPLY OF LABOR  
AND MATERIALS FOR THE ESTABLISHMENT OF AGRICULTURAL ENGINEERING  
DIVISION (AED) FABRICATION AREA AND MACHINERY SHED (PHASE I)**"  
(hereinafter called "the Works") and the Entity has accepted the Bid for **PESO: ONE  
MILLION TWO HUNDRED FIFTY THOUSAND NINE HUNDRED FIFTEEN AND 42/100  
(PHP 1,250,915.42)** 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. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. 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;
  - c. Performance Security;
  - d. Notice of Award of Contract and the Bidder's conforme thereto; and
  - e. 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 **PESO: ONE MILLION TWO HUNDRED FIFTY THOUSAND NINE HUNDRED FIFTEEN AND 42/100 (PHP 1,250,915.42)** or such other sums as may be ascertained, **ROXIEMAR CONSTRUCTION** agrees to provide the **"SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT OF AGRICULTURAL ENGINEERING DIVISION (AED) FABRICATION AREA AND MACHINERY SHED (PHASE I)"** in accordance with his/her/its Bid.
4. The **BUREAU OF PLANT INDUSTRY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
- a. 1<sup>st</sup> billing - 15% mobilization fee (*optional*)
  - b. 2<sup>nd</sup> billing - 50% (progress billing with mobilization fee)
  - c. 3<sup>rd</sup> billing - 25% (progress billing)
  - d. 4<sup>th</sup> billing - 25% (final payment)


**5. LIQUIDATED DAMAGES**

5.1 Where the **CONTRACTOR** refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is thereby in default under the contract, the **CONTRACTOR** shall pay the **OWNER**, an amount as Liquidated Damages and not by way of penalty, to be computed as one-tenth (1/10) of one percent (1%) of the Contract price minus the value of the completed portion of the Contract certified as usable as the expiration of the contract time in pesos.

5.2 To be entitled to such liquidated damages, the **OWNER** does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due to the **CONTRACTOR** under the contract.

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.

  
**GERALD GLENN F. PANGANIBAN, Ph.D.**  
Director

  
**JOANNE ROXANE J. FERROLINO**  
General Manager

for:

for:

BUREAU OF PLANT INDUSTRY

ROXIEMAR CONSTRUCTION

SIGNED IN THE PRESENCE OF:

  
**ELAIZA NICOLE S. DOTIMAS**  
END USER

\_\_\_\_\_  
Supplier's Witness



Funds Available:

**MA. KRISTINE JOY M. DE GUZMAN**  
Chief, Accounting Section

**ANISAH C. GURO-MACALANGCOM**  
OIC, Budget Section

**Acknowledgment**

REPUBLIC OF THE PHILIPPINES)  
CITY OF QUEZON CITY ) S.S.

**DEC 20 2023**

Before me, A Notary Public for and in QUEZON CITY this \_\_\_\_ day of \_\_\_\_\_ 2023 at \_\_\_\_\_ personally appeared with their government issued Identification Cards

NAME	GOVERNMENT ISSUED ID	ISSUED ON	ISSUED AT
GERALD GLENN F. PANGANIBAN, Ph.D.			
JOANNE ROXANE J. FERROLINO			

Who represented to me to be the persons who executed the foregoing instrument and acknowledged to me that the same is their free act and voluntary deed.

This instrument, consisting of three (3) pages, including this page on which the acknowledgement is written, has been signed on each and every page thereof by the parties and their instrumental witnesses and sealed with my notarial seal.

**WITNESS MY HAND AND NOTARIAL SEAL** on the date and place above indicated.

NOTARY PUBLIC

Doc. No. 102;  
Page No. 1;  
Book No. 1;  
Series of 2023.

**ATTY. FELIZARDO M. IBARRA**  
Notary Public Until December 31, 2024  
Adm. Matter No. NP-223 (2023-2024)  
Roll No. 80835  
PTR No. 5372413 Quezon City  
IBP No. 254793 \*2 28-22  
MCLE No. VII-0000973. 04-14-25