CONTRACT AGREEMENT No. RFQ-001-2023

THIS AGREEMENT made this day of March 2023 between **PHILIPPINE FIBER INDUSTRY DEVELOPMENT AUTHORITY (PhilFIDA)** with principal address at 3/F DA-PCAF Building, DA Compound, Elliptical Road, Diliman, Quezon City (hereinafter called "the Entity") of the one part and **PADAVELA BUSINESS DEVELOPMENT AND CONSULTANCY CORPORATION** with office address at 2151 Sobridad Extn Zone 053 Sampaloc (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly Supply of labor and materials for the improvement of the FPUL chemical, wet lab and dynamic spinning machine areas based from the following scope of works and attached bill of materials and attached detailed engineering designs and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of Five Hundred Ninety-Eight Thousand Three Hundred Fifty-Three and Sixty Centavos (PhP598,353.60) (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.*:
 - a) The Supplier's Price Quotation;
 - b) The Supplier's Bill of Materials;
 - c) The Procuring Entity's Drawings/Designs; and
 - d) Job Order No. 010-2023
- 3. In consideration of the payments to be made by the Procuring Entity to the Supplieras hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and the remedy defects therein conformity in all respects with the provisions of the Contract.
- 4. Aside from the liquidated damages to be paid by the supplier in case of delay as stipulated in the Supplier's Price Quotation, the Procuring Entity may rescind this Agreement in case of the unreasonable failure of the Supplier to deliver the goods and services. Such rescission, may be done extra judicially by the Procuring Entity.
- 5. Any court action which may accrue in relation to this Agreement shall be tried exclusively in the Regional Trial Courts of Quezon City Hall.
- 6. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provisions of the goods and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed.

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.

Allon

Wham ANNRAY V. RIVERA, MMNSA **OIC-Executive Director III** 2 for:

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Philippine Fiber Industry Development Authority

ZALDY A. BOCALAN Authorized Representative

for:

Padavela Business Development and Consultancy Corporation

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES ON CITY

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BEFORE ME, a NOTARY PUBLIC for and in		
NAME	I.D. No.	OFFICE
ANNRAY V. RIVERA	001	PhilFIDA, Quezon City
ZALDY A. BOCALAN	9050	Padavela Business Development
		and Consultancy Corporation

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act and deed and that of the entities which they respectively represent.

This instrument refers to a Supply Contract consisting of three (3) pages including this page on which this Acknowledgement is written, signed by the parties hereto and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, on the date and place above mentioned.

Doc. No Page No. Book No. Series of 2023

ATTY. CONCEPCION P. VILLARENA

ATTY, CONCEPCION P. VII.0/100 Notary Public for Quezon City Until December 31, 2023 PTR No. 3716371 / January 3, 2023 Q.C IBP No. 167803 / November 25, 2021 Q.C Roll No. 30457 / 05-09-1980 MCLE VII-0006994 / 09-21-2021 ADM. MATTER No. NP-005 (2022-2023) TIN NO. 131-942-754