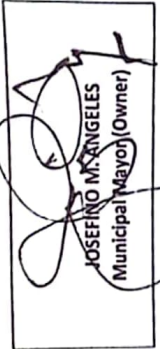


BIDS AND AWARDS COMMITTEE


General Fund –  
Provision of Foliar Fertilizer/Bio-Fertilizer Intervention to Farmers  
at LGU, Santa Rosa, Nueva Ecija  
Contract No.: 10552248

CONTRACT

 **JOSEFINO M. ANGELES**  
Municipal Mayor (Owner)

**THIS CONTRACT**, made and entered into this *2nd day of April 2024* by and between the **Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija**, represented herein by its Municipal Mayor, **JOSEFINO M. ANGELES**, hereinafter referred to as the "Owner" of the one part and **Xanadu Agri Products, Inc., represented herein by its Executive Director, HAZEL L. MURPHEE**, with office address at G/F Enzo Bldg. 399 Gil Puyat Ave., Makati City, hereinafter referred to as the "Supplier" of the other part;


**WHEREAS**, the Owner received bid proposals in its bid opening dated March 12, 2024 for the **General Fund– Provision of Foliar Fertilizer/Bio-Fertilizer Intervention to Farmers at LGU, Santa Rosa, Nueva Ecija** and after the evaluation and post-qualification, the Owner declared the bid of the Supplier as the lowest calculated and responsive bid for the above cited project;

 **RUBEN C. ESQUIBIO, JR.**  
Mun. Admin. (Owner's Witness)

**WHEREAS**, the Owner approved a resolution to award in favor of **Xanadu Agri Products, Inc.**, in the sum of to **Two Million Nine Hundred Seventy Thousand pesos only (Php 2,970,000.00)** hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (PhP)	Contract Duration(in calendar days)
Provision of Foliar Fertilizer/ Bio-Fertilizer Intervention to Farmers	Php 2,970,000.00	60


**NOW, THEREFORE, PREMISES CONSIDERED**, the parties hereby agree as follows;

 **CLARISSA O. ABRENICA**

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;

2. The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:

- 2.1 Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
- 2.2 Performance Security;
- 2.3 Credit line issued by a commercial or universal bank, if applicable;
- 2.4 Owner's Notice of Award of contract; and

 **HAZEL L. MURPHEE**  
Supplier

3. The contract duration or completion period shall be **60** calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Supplier.

4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Supplier, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;

5. The Owner hereby covenants to pay the Supplier in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.

6. The Contract Price shall be paid to the Supplier through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;

7. The Supplier shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;

8. The Supplier shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
1% of the Contract Price	Retention money or a Special bank guarantee

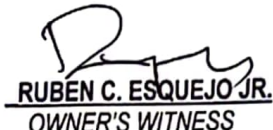
**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

  
JOSEFINO M. ANGELES  
OWNER

  
HAZEL L. MURPHEE  
SUPPLIER

SIGNED IN THE PRESENCE OF:

  
RUBEN C. ESQUEJO JR.  
OWNER'S WITNESS

  
CLARISSA O. ABRENICA  
SUPPLIER'S WITNESS

REPUBLIC OF THE PHILIPPINES  
MUNICIPALITY/CITY OF CABANATUAN

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in CABANATUAN, Philippines, this 2ND day of APRIL, 2024 personally appeared:

NAME

GOVERNMENT ISSUED IDENTIFICATIONS  
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

NUMBER

ISSUED ON

ISSUED AT

JOSEFINO M. ANGELES  
OWNER

OM-001

08/02/2019

Santa Rosa, N.E.

HAZEL L. MURPHEE  
SUPPLIER

CD2-99-06374 10/22/2019 LTO SAN JUAN CITY

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

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

ATTY. BERTRAND RUSSELL TOYSANCOO

NOTARY PUBLIC

Valid Until December 31, 2024

PTR NO. NE 874724/M01/02/2024

IBPN 2019-05/01/01/0000

Roll of Attorneys: 2019-05/01/01/0000

MCLL COM. NO. 101/01/0000

CABANATUAN, PANGASINAN

NOTARIAL COM. NO. 101/01/0000

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Book No. 15  
Series of 7024

CLARISSA O. ABRENICA  
Supplier's Witness

HAZEL L. MURPHEE  
Supplier