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REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
Elliptical Road, Diliman, Quezon City



CONTRACT : SUPPLY AND DELIVERY OF FARM MACHINERIES/EQUIPMENT FOR THE SUGARCANE BLOCK FARM PROJECT

REFERENCE : BAC Resolution No. 37 Series of 2017

CONTRACT AGREEMENT

JAN 09 2018

THIS AGREEMENT made this ___ day of December 2017 between the **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **Equity Machineries, Inc.**, of National Highway, Cabaruan Cauayan City, Isabela, (hereinafter called "the Supplier") of the other part:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Supply and Delivery of twelve (12) units of 4WD Tractor, 120HP with Mounted Disc Plow, Trailing Disc Harrow and 5-Tonner Trailer and has accepted a Bid in the sum of **Philippine Pesos Fifty Million Seventy-Six Thousand (Php 50,076,000.00)** (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (A) Equity Machineries, Inc's., Technical and Financial Proposals;
- (B) the Schedule of Requirements;
- (C) the Technical Specifications;
- (D) the General Conditions of the Contract;
- (E) the Special Conditions of the Contract;
- (F) the Performance Security;
- (G) the Procuring Entity's Notice of Award.

DAR BUDGET DIVISION	
OBLIGATED	
O.R.S No.: 0240110-2017-12-8440	Date: 12-29-17
P.A.P.: 162003040200000	Acct. Code: EC212499000
Fund: 101	Amount: 50,076,000.00
Resp. Code:	Control #: 1541

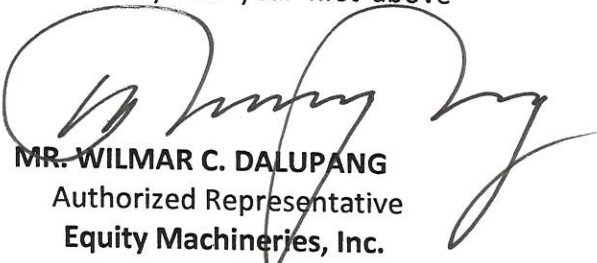
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to supply and deliver twelve (12) units of 4WD Tractor, 120HP with Mounted Disc Plow, Trailing Disc Harrow and 5-Tonner Trailer and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the supply and delivery of twelve (12) units of 4WD Tractor, 120HP with Mounted Disc Plow, Trailing Disc Harrow and 5-Tonner Trailer described above 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 by the contract. In case of delays in the

delivery/performance of the required services specified in this Contract due to the Supplier's fault, the Procuring Entity shall deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent of the cost of the undelivered/ unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind the contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

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.


LUIS MEINRADO C. PAÑGULAYAN
Undersecretary, LAO
PROCURING ENTITY



MR. WILMAR C. DALUPANG
Authorized Representative
Equity Machineries, Inc.
SUPPLIER

WITNESSES


DIR. RENE E. COLOCAR
Director, Administrative Service


EDUARDO M. VILLAMOR

Certified Funds Available:


ROWENA U. AGBAYANI
Chief Accountant
01/62-101101-2017-12-2440
P 50,076,000.-

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

JAN 09 2018

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this _____ day of December 2017 personally appeared:

Name Competent Evidence of Identity

LUIS MEINRADO C. PAÑGULAYAN TIN No. 105-329-620

MR. WILMAR C. DALUPANG TIN No. 122-689-504

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

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

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

BF Alfonso
ATTY. BENJAMIN F. ALFONSO
NOTARY PUBLIC
Until December 31, 2018
PTR NO. 5806848-01-03-2013
IBP NO. 1038379-01-03-2013
ADM No. 046-01/03/2018
Roll No. 13296
TIN No. 177-967-619
MCLE Compliance No. V 0618824
No. 34 Assaf St., OSIS Villa, Quezon City

Doc. No. 142
Page No. 29
Book No. 17
Series of 2018