REPUBLIC OF THE PHILIPPINES DEPARTMENT OF AGRARIAN REFORM

Elliptical Road, Diliman, Quezon City

CONTRACT

:ITALIAN ASSISTANCE TO THE AGRARIAN REFORM COMMUNITY DEVELOPMENT SUPPORT PROGRAM (IARCDSP) LOCAL PARTNER MICRO-FINANCE INSTITUTION (MAIL)

(MFI)

REFERENCE

: DAR BAC Resolution No. 26, Series of 2018

CONTRACT/AGREEMENT

THIS AGREEMENT made and entered into this 2 8 day of December 2018 between the Department of Agrarian Reform (DAR) of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), and Social Enterprise Development Partnerships, Inc. (SEDPI), of Unit 303 Loyola Heights Condominium 23, F. Dela Rosa Street, Loyola Heights, Quezon City, (hereinafter called "the Service Provider") of the other part:

WHEREAS, the Procuring Entity is desirous that the Service Provider execute the implementation of the Micro Finance sub-component of the project to promote sustainable production increase, agricultural diversification and a real increase in income to farmers, (hereinafter called "the Works") and the Procuring Entity has accepted the bid for twenty four (24) man-months in the sum of Philippine Pesos Philippine Pesos Forty Seven Million One Hundred Forty Five Thousand (Php47,145,000.00) inclusive of all taxes by the Service Provider for the execution and completion of such Consulting Services 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 shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (A) General and Special Conditions of Contract;
 - (B) Term of Reference;
 - (C) Request for Expression of Interest;
 - (D) Instructions to Bidders;
 - (E) Bid Data Sheet;
 - (F) Addenda and/or Supplemental/ Bid Bulletins, if any;
 - (G) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statements 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;
 - (H) Eligibility requirements, documents and/or statements;
 - (I) Performance Security;

- (J) Notice of Award of Contract and the Bidder's conforme thereto;
- Additional Inputs to be Provided by the Service Provider as agreed during the (K) Negotiation Meeting;
- (L) Minutes of Discussion on Contract Negotiation; and
- (M) Payment Schedule per Minutes of Discussion.
- 3. In consideration of the payments to be made by the Procuring Entity to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Service Provider in all respects with the provisions of the Contract.
- 4. The Procuring Entity hereby covenants to pay the Service Provider in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may be payable under the provisions of this Contract at the times and in the manner prescribed by this Contract. If the Service Provider fails to deliver any or all of the Services within the period(s) specified on this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to GCC Clause 27.

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.

ATTY. LUÍS MÉINRADO C. PAÑGULAYAN Head of the Procuring Entity

PROCURING ENTITY

President, SE**/**DPI SERVICE PROVIDER

WITNESSES:

EMILENN KATE D. SACDALAN Chief Executive Officer

SEDPI

MAME OF PROJECT TARCOSP LP

42,093,750

AEOS CURRENT APPROP.

Certified Funds Available:

DENNIS G. RAMOS

OIC of the Accounting Division

LP- 02-101166 -2018-12-0015

\$ 42,093,750.00

5,051,250

60P - 02 -101151 -2018-12-0035 ALDBS No... P.P.A. P.P.A. FUND LIDIES DATE 12-27- 2018 OBJECT 502 150 10 01 (791)

ALDBS 🌬

CURRENT APPROP.

REPUBLIC OF THE PHILIPPINES) **QUEZON CITY, METRO MANILA) S.S.**

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City, Philippines, the 2 8 20 pay of December 2018 personally appeared:

Name

Competent Evidence of Identity

ATTY. LUIS MEINRADO C. PAÑGULAYAN

TIN No. 105-329-620

MARIEL VINCENT A. RAPISURA

TIN No. 919-736-391-000

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.

NOTARY PUBLIC

Until December 31, 2018

Doc. No.

Page No. Book No.

Series of

Notary Public for Facezon City Unfil Degan 31, 2018

to MEETING FOLL NO. 25759 / TIM 142-154-935 MCLE 5 Comp-00001549; 1-22-2014 Adm Matter No. 162 / RTC-QC '