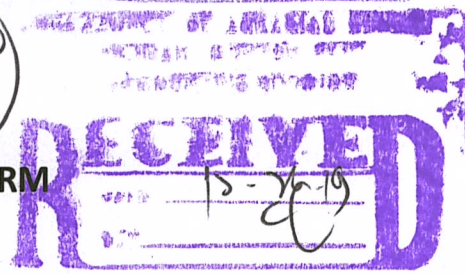


205

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



**CONTRACT** : **Supply and Delivery of Farm Machineries and Equipment for the Climate Resilient Farm Productivity Support Project, Lot 2**

**REFERENCE** : **DAR BAC Resolution No. 61 series of 2019**

**CONTRACT AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of December 2019 between the **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **AGRI COMPONENT Corporation**, of National Highway, Tagaran, Cauayan, Isabela (hereinafter called "the Supplier") of the other part:

**WHEREAS**, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Procurement of Farm Machineries and Equipment for the "Climate Resilient Farm Productivity Project" of DAR and has accepted a Bid by the Supplier for the supply and delivery of lot 2, twenty-two (22) units of 35 HP 4-wheel drive tractor with implements, in the sum of **Philippine Pesos Twenty Nine Million Eight Hundred Eighty-One Thousand Five Hundred only (Php 29,881,500.00)** (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.:

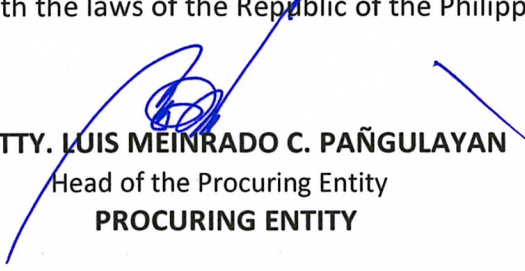
- (A) AGRI COMPONENT Corporation's Eligibility Documents, Technical and Financial Proposals;
- (B) the Schedule of Requirements;
- (C) the Technical Specifications;
- (D) the General Conditions of the Contract;
- (E) the Special Conditions of the Contract;
- (F) the Performance Security;
- (G) the Procuring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


DAR BUDGET DIVISION	
OBLIGATED	
02-102101-2019-12-00376	Date: DEC 26 2019
330/00100004000	Acct. Code: 5021499000
Fund: F101-Cont-Appro	Amount: P 29,881,500
Control No: CUEPS	Control #: 7306

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 lot 2, twenty-two (22) units 35 HP 4-wheel drive tractor with implements and to remedy defects therein in conformity in all respects with the provisions of the Contract.

under the provisions of the contract at the time and in the manner prescribed by the contract. In case of delays in the delivery of the required goods 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 (1%) of the cost of the undelivered 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.

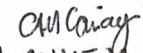
**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**ATTY. LUIS MEINRADO C. PAÑGULAYAN**  
Head of the Procuring Entity  
**PROCURING ENTITY**

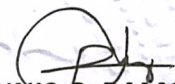
  
**EDUARDO M. VILLAMOR**  
Senior Vice President & COO  
**AGRI COMPONENT CORPORATION**  
**SUPPLIER**

**WITNESSES**

  
**PRIMO C. LARA**  
OIC- Director, Administrative Service

  
**CHERIE ANN M. CARIAGA**  
Sales Engineer  
**AGRI COMPONENT CORPORATION**

**Certified Funds Available:**

  
**DENNIS G. RAMOS**  
OIC-Accounting Division

01/02-162101-2019-12-00376  
₱ 29,851,500. -

REPUBLIC OF THE PHILIPPINES) S.S.  
QUEZON CITY

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this 23rd day of December 2019 personally appeared:

Name	Competent Evidence of Identity
<b>ATTY. LUIS MEINRADO C. PAÑGULAYAN</b>	<b>TIN No. 105-329-620</b>
<b>EDUARDO M. VILLAMOR</b>	<b>TIN No. 109-224-070</b>

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, 2019

Doc. No. 61  
Page No. 13  
Book No. 78-A  
Series of 2019

**ATTY. JOSE FLOR P. CRISOLOGO**  
Notary Public  
Until December 31, 2019  
Adm. Matter No. NP-088  
PTR No. 7574918-C/01-28-2019 Q.C.  
IBP Lifetime NO. LRN-03688  
Roll No. 49462  
MCLE VI-0017262 Valid Until 4-14-2022  
Unit-C J & S Building  
No. 104 Kalayaan Avenue, Quezon City