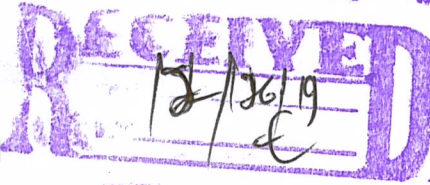


204

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 1

REFERENCE : DAR BAC Resolution No. 59 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 1, seventeen (17) units of 35 HP 4-wheel drive tractor with implements, in the sum of **Philippine Pesos Twenty Three Million Ninety Thousand Two Hundred Fifty only (Php23,090,250.00)** (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

O.R. 02-102101-2019-12-00377 Date: DEC 26 2019

P.A.P.: 03 0100100004000 Acct. Code: 5021499000


Fund: F101-Cont-Appro Amount: 23,090,250


Resp. Code: CRFPS Control #: 3205

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 1, seventeen (17) 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.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the supply and

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.

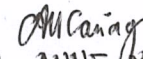
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


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


CHERISH ANNE M. CARIAGA
Sales Engr.
AGRI COMPONENT CORPORATION

Certified Funds Available:


DENNIS G. RAMOS
OIC-Accounting Division

6162-102101-2019-12-00377
P 23,090,250.-

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
ATTY. LUIS MEINRADO C. PAÑGULAYAN	TIN No. 105-329-620
EDUARDO M. VILLAMOR	TIN No. 109-224-070

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. 60
Page No. 12
Book No. 38-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