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

RECEIVED  
12-19-19

**CONTRACT** : **SUPPLY AND DELIVERY OF FARM MACHINERIES AND EQUIPMENT FOR THE CLIMATE RESILIENT FARM PRODUCTIVITY SUPPORT PROJECT LOT 4 – TWO (2) UNITS RICE COMBINE HARVESTERS**

**REFERENCE** : **DAR BAC Resolution No. 42 series of 2019**

**CONTRACT AGREEMENT**

**THIS AGREEMENT** made this DEC 19 2019 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 **All Certified Equipment Trading Corporation**, of 905 EDSA, Philam Homes, Quezon City, (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/Equipment for the “Climate Resilient Farm Productivity Support Project” of the Department of Agrarian Reform and has accepted a Bid by the Supplier for the supply and delivery Lot 4, two (2) units Rice Combine Harvesters in the sum of **Philippine Pesos Two Million Nine Hundred Forty Thousand only (₱2,940,000.00)** (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) All Certified Equipment Trading Corporation Bid, Eligibility Requirements, 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. 102-101-2019-12 00334

P.A.P. 30100100004000

Fund: 101

Resp. Code: CRFPS

12/19/19

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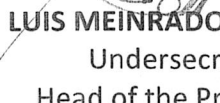
₱ 2,940,000.00

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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 4, two (2) units Rice Combine Harvesters and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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 Service Provider'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 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 or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

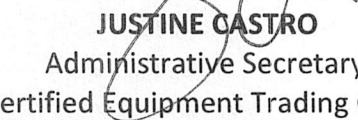
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**LUIS MEINRADO C. PAÑGULAYAN**  
Undersecretary, LAO  
Head of the Procuring Entity  
**PROCURING ENTITY**

  
**RHEA L. ACERO**  
Authorized Representative  
All Certified Equipment Trading Corp.  
**SUPPLIER**

**WITNESSES:**

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

  
**JUSTINE CASTRO**  
Administrative Secretary  
All Certified Equipment Trading Corp.

**Certified Funds Available:**

  
**DENNIS G. RAMOS**  
Chief Accountant

01/02-102101-2019-12-00334  
P 2,940,000

