

**REPUBLIC OF THE PHILIPPINES**  
**DEPARTMENT OF AGRARIAN REFORM**

Elliptical Road, Diliman, Quezon City

**CONTRACT:** SUPPLY, DELIVERY AND INSTALLATION OF SOLAR-POWERED IRRIGATION SYSTEM – LOT 1

**REFERENCE:** DAR BAC (Primary) Resolution No. 30, Series of 2018

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**CONTRACT AGREEMENT**

28 DEC 2018



THIS AGREEMENT made this \_\_\_ day of December 2018 between the **DEPARTMENT OF AGRARIAN REFORM (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **R.U. FOUNDRY & MACHINE SHOP CORPORATION**, of Sitio Aning, Barangay Pahanocoy, Bacolod City, Negros Occidental, (hereinafter called "the Supplier") of the other part:

**WHEREAS**, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Supply, Delivery and Installation of Solar-Powered Irrigation System and has accepted a Bid by the Supplier for the same, in the sum of **PHILIPPINE PESOS EIGHTEEN MILLION EIGHT HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED NINETY-NINE only (Php18,836,499.00)** (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.:

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- (A) R.U. FOUNDRY & MACHINE SHOP 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.

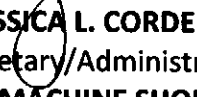
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Entity hereby covenants to pay the Supplier in consideration of the goods and services 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 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 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.

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


  
**JESSICA L. CORDERO**  
Corporate Secretary/Administrative Manager  
**R.U. FOUNDRY & MACHINE SHOP CORPORATION**

**WITNESSES**

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

  
**JUVILYN TRESTIZA**  
R.U. FOUNDRY & MACHINE SHOP CORPORATION

**Certified Funds Available:**

  
**DENNIS G. RAMOS**  
OIC-Accounting Division  
01102 - 101101-2018-12-08297  
₱ 18,836,499.-

REPUBLIC OF THE PHILIPPINES) S.S.  
QUEZON CITY

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this 28 DEC 2018 day of \_\_\_\_\_  
2018 personally appeared:

Name Competent Evidence of Identity

**ATTY. LUIS MEINRADO C. PANGULAYAN** **TIN No. 105-329-620**

**JESSICA L. CORDERO** **SSS ID No. 07-1047858-2**


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. 117  
Page No. 025  
Book No. 1  
Series of 2018

  
**RANDEE RAMOS VEGA**  
NOTARY PUBLIC  
Admin Matter No. 186 (2018-2019)  
Valid Until 31 December 2019  
Roll of Attorneys No. 52851  
BSP Life Member Roll No. 015670/10 Jan 2017/Quezon City  
LE Compliance No. V - 0023890 / Valid until 14 April 2019  
PTR No. 5566879-C/05 Jan 2018/Quezon City