

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

CONTRACT: SUPPLY, DELIVERY AND INSTALLATION OF SOLAR-POWERED IRRIGATION SYSTEM – LOT 2

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

CONTRACT/AGREEMENT



THIS AGREEMENT made this ^{28 DEC 2018} ___ 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 NINE HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED FORTY-SEVEN only (Php18,952,747.00)** (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) 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

01/02- 201101- 2015- 12- 08246

₱ 18,952,747.-

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

28 DEC 2018

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this _____ 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. 116
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
P.T. Life Member Roll No. 015670/10 Jan 2017/Quezon City
Compliance No. V - 0023890 / Valid until 14 April 2019
PTR No. 5566879-C/05 Jan 2018/Quezon City