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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 3

REFERENCE : DAR BAC Resolution No. 34 series of 2018

CONTRACT AGREEMENT

THIS AGREEMENT made this 26th 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 **FILHOLLAND Corporation** of Cham Building, Baloy Highway, Tablon, Cagayan de Oro 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 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 3, thirty eight (38) units of 35 HP 4WD Tractor with Implements and Trailer, in the sum of **Philippine Pesos Forty Seven Million Nine Hundred Eighteen Thousand only (Php 47,918,000.00)** (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) FILHOLLAND 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.

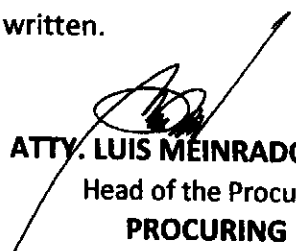
DAR BUDGET DIVISION	
OBLIGATED	
O.R.S No. 02-101101-2018-12-02819	12/27/2018
Acct. Code: 3301001000400	5021099000
Amount: 101	47,918,000
Proc. Code: CRPS	Control #: 2251

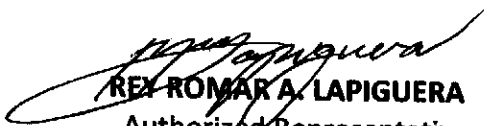
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to supply and deliver lot 3, thirty eight (38) units 35 HP 4 WD tractor with implements and trailer and to remedy defects therein in 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 delivery of lot 3, thirty eight (38) units 35 HP 4 WD tractor with implements and trailer 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 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


REX ROMAR A. LAPIQUERA
Authorized Representative
FILHOLLAND CORPORATION
SUPPLIER

WITNESSES


PRIMO C. LARA
OIC- Director, Administrative Service


NEPTALINA T. TANG
FILHOLLAND CORPORATION

Certified Funds Available:

DENNIS G. RAMOS
OIC-Chief Accountant

1162-10001-2014-12-05219
P47,918,000.00

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

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

Name	Competent Evidence of Identity
ATTY. LUIS MEINRADO C. PAÑGULAYAN	TIN No. 105-329-620
REY ROMAR A. LAPIGUERA	Driver's License No. N25-09-019450


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

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Page No. 72
Book No. LVIII
Series of 2018


ATTY. LUIS M. DE VERA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
PTR NO. 5520351-01/03/2018/Q.C.
L.B.P. NO. 019124 - 12/20/2017/Q.C.
ROLL NO. 20761/5TH MCCE NO. 0005640
TIN: 218-145-247