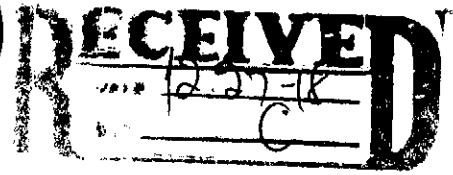


(25)

**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 2**

**REFERENCE** : **DAR BAC Resolution No. 33 series of 2018**

**CONTRACT AGREEMENT**

**THIS AGREEMENT** made this 26<sup>th</sup> 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 **Ford Tractor Philippines** of 1384 Jose Abad Santos Avenue, Tondo, (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 eleven (11) units of 90 HP 4WD Tractor with Implements and Trailer, in the sum of **Philippine Pesos Twenty Three Million One Hundred Thousand only (Php 23,100,000.00)** (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) Ford Tractor Philippine'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.: 02-101107 2018-12-8216	Date: 12-27-18
P.A.R.: 330100100004000	Acct. Code: 3021499000
Fund: 101	Amount: 23,100,000
Resp. Code: CRFPS	Control #: 2204

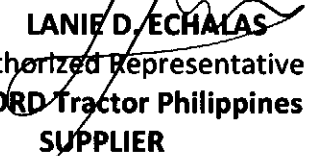
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to supply and deliver lot 2, eleven (11) units 90 HP 4 WD tractor with implements and trailer and to remedy defects therein in conformity 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 2, eleven (11) units 90 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**


  
**LANIE D. ECHALAS**  
Authorized Representative  
**FORD Tractor Philippines**  
**SUPPLIER**

**WITNESSES**

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

  
**ROMANO GLORIA**  
FORD Tractor Philippines

**Certified Funds Available:**

  
**DENNIS G. RAMOS**  
OIC- Accounting Division

01/02 - 101101-2018-12-08216  
₱ 23,100,000.-

REPUBLIC OF THE PHILIPPINES) S.S.

QUEZON ~~PROVINCE~~ **QUEZON CITY**

ACKNOWLEDGMENT

DEC 28 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. PAÑGULAYAN TIN No. 105-329-620

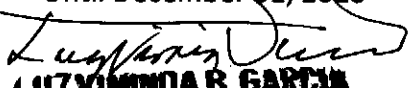
LANIE D. ECHALAS DRIVER'S LICENSE NO. ND4-15-018 998

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.

Doc. No. 468  
Page No. 94  
Book No. 249  
Series of 2018

**NOTARY PUBLIC**  
Until December 31, 2018  
  
**LUZVIMINDA B. GARCIA**  
**NOTARY PUBLIC**  
**UNTIL DEC. 31 2019**  
**PTR # 7005089 MLA. 1-18-18**  
**IBP # 1083675 MLA. UNTIL 2019**  
**ROLL No. 30407**  
**PASS. A-2 # 1077 SOLER ST**  
**RINONDO MLA.**  
**OATH No. 18-010**

