

# REPUBLIC OF THE PHILIPPINES DEPARTMENT OF AGRARIAN REFORM

Elliptical Road, Diliman, Quezon City

**CONTRACT** 

: SUPPLY AND DELIVERY OF FARM MACHINERIES/EQUIPMENT FOR THE "CLIMATE RESILIENT FARM PRODUCTIVITY SUPPORT PROJECT (CRFPSP)"

**UNDER DAR'S SUPPORT SERVICES OFFICE-LOT 1** 

REFERENCE

: DAR BAC Resolution No. 39, Series of 2021

## **CONTRACT AGREEMENT**

THIS AGREEMENT made this 3 day of December 2021 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 Baylon Highway, Tablon, Cagayan de Oro (hereinafter called "the Supplier") of the other part:

WHEREAS, the PROCURING ENTITY invited Bids for certain goods and ancillary services, viz., Procurement of Supply and Delivery of Farm Machineries/Equipment for the "Climate Resilient Farm Productivity Support Project (CRFPSP)" under DAR's Support Services Office-LOT 1 and has accepted a Bid by the SUPPLIER for the said supply and delivery of lot 1, five (5) units of 40HP 4-wheel drive tractor with implements, in the sum of Philippine Pesos Eight Million Seven Hundred Forty-Five Thousand only (₱8,745,000.00) inclusive of all applicable taxes (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 as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

Philippine Bidding Documents (PBDs);

DAR BUDGET DIVISION

i. Schedule of Requirements;

O.R.S No.:

ii. Technical Specifications;

General and Special Conditions of Contract; and iii.

Proposals, and all other documents or statements submitted;

Supplemental or Bid Bulletins, if any

Resp. Code: CREPSP

Winning bidder's bid, including the Eligibility requirements, Technical and Financial

Bid form, including all the documents/statements contained in the Bidder's bidding iii. envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting



ii.

- iv. Performance Security;
- v. Notice of Award of Contract and the Bidder's conforme thereto; and
- vi. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 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 delivery of lot 1, five (5) units of 40HP 4-wheel drive tractor with implements 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 contract agreement for the supply and delivery of lot 1, five (5) units of 40HP 4-wheel drive tractor with implements and to remedy 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 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 ENITY 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. LUCIUS JUN-JUN G. MALSI Head of the Procuring Entity PROCURING ENTITY Key Account Manager
FilHolland Corporation
SUPPLIER

WITNESSES:

BALTAZAR T. CRUZ Director, BARBD

FilHolland Corporation

# **REPUBLIC OF THE PHILIPPINES)** S.S. **QUEZON CITY**

## **ACKNOWLEDGMENT**

 BEFORE ME, a Notary Public in and for, 2021 personally appeared:	Quezon City, Philippines, Ith 31 day 24f
Name	Competent Evidence of Identity
ATTY. LUCIUS JUN-JUN G. MALSI	TIN No. 181-844-204
REY ROMAR A. LAPIGUERA	TIN No

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, 2021

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ATTY. ELISÉO S. CALMA, JR. NOTARY PUBLIC

Until December 31, 2021 Adm. Matter No. NP-067

PTR No. 0694702-D, Jan. 4, 2021 QC IBP No. 141058, Jan. 4, 2021

Roll No. 5 0 1 8 3 TIN 138-541-197-000

MCLE Comp No. VI-0012817 Until April 14, 2022