

Contract Agreement

CoA 2016-126

THIS AGREEMENT made the 17TH day of FEBRUARY 2017 between Department of Agriculture, Regional Field Office-10, Antonio Luna Street, Cagayan de Oro City of the Philippines (hereinafter called "the Entity") of the one part and FORTUNETRACT AGRO-SALES INC., J.P. Laurel Avenue, Bajada, Davao City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **SUPPLY AND DELIVERY OF BID LOT 4: 1 UNIT FOUR-WHEEL DRIVE TRACTOR (35 HP)** under Rice Funds and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **NINE HUNDRED NINETY NINE THOUSAND FIVE HUNDRED PESOS (Php999,500.00)**, (hereinafter called "the Contract Price") to be delivered within **Sixty (60)** calendar days.

QUANTITY	UNIT OF ISSUE	ITEM DESCRIPTION	UNIT COST	TOTAL COST
1	unit	FOUR-WHEEL DRIVE TRACTOR (35 HP) Kubota Mini 4 Wheel Drive Tractor model L3608 4WD 35.5hp Engine DI703m-D1 at 2700 RPM, water cooled, direct injection, 3 cylinder, 4 cycle diesel engine, with implements Disc Harrow, Disc Plow, Furrower, Spring Tooth Harrow and Subsoiler	Php999,500.00	Php999,500.00
Total Contract Price :				Php999,500.00


LORETO G. NICOLAS

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) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Entity's Notification of Award.


CARLENE C. COLLADO, CPA

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the 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 provision 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 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.


PROCURING ENTITY:


CARLENE C. COLLADO, CPA
OIC, Regional Director


SUPPLIER:



LORETO G. NICOLAS
President / Gen. Manager

Signed in the presence of:


ENGR. ROXANA H. HOJAS, CESO IV
Assistant Regional Director


Ateneo C. Mahilum
Sales Representative


LESTER A. JADUCANA
BAC Chair


Roy P. Estillore
Area Sales Supervisor

ACKNOWLEDGMENT

Republic of the Philippines)
City of CAGAYAN DE ORO CITY s.s.

BEFORE ME, Notary Public for and in the City of Cagayan de Oro, personally appeared on this _____ day of _____ **FEB 21 2017** at Cagayan de Oro City, **CARLENE C. COLLADO, CPA**, OIC, Regional Director, **Department of Agriculture RFO 10** with ID No. _____ issued by _____ and **LORETO G. NICOLAS**, President / Gen. Manager, **FORTUNETRACT AGRO-SALES INC.**, J.P. Laurel Avenue, Bajada, Davao City with ID No. _____ issued by _____ known to me and to me known to be the same persons who executed the foregoing Contract and they acknowledged to me that the same is their free act and voluntary deed.

This Contract consists of THREE (3) pages, including the page on which this acknowledgement is written, and is signed by the parties and their instrumental witnesses on each every page thereof.

WITNESS MY HAND AND SEAL.


BUENAVENTURA E. SAGRADO

Notary Public
Until December 31, 2017
PTR No. 3335917 IBP No. 1059510 JAN. 2017
MCCE C. NO. VI-0000816 Roll 22033 NC 2014-037
TIN 116-100-051, Cell # 0917-3248-770

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