



Regional Field Office 10
 Antonio Luna St., Cagayan de Oro City
 ABX (Telefax) No. (088-22) 725-725; (088) 856-2755
 Email Address: agri10cdo@gmail.com

Contract Agreement

CoA - 2017-95

THIS AGREEMENT made the 7 day of December 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.** of Km. 3 J. P. Laurel Avenue, Bajada Davao City of the Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Supply and Delivery of 2 Units Rice Combine Harvester** under SAAD Program Funds and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Three Million Three Hundred Ninety Six Thousand Pesos (Php3, 396,000.00)** (hereinafter called "the Contract Price").

Quantity	Unit of Issue	Item Description	Unit Cost (Php)	Total Cost (Php)
2	Units	Rice Combine Harvester – KUBOTA model DC70 50.8 kw (68hp)	1,698,000.00	3,396,000.00
TOTAL BID PRICE				Php3,396,000.00

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 Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. Bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity's Notification of Award.
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.

ROY B. ESTILLORE

CARIENE C. COLLADO

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.

Signed, sealed, delivered by **MR. CARLENE C. COLLADO, CPA**, OIC-Regional Director of the Department of Agriculture, Regional Field Office 10, Cagayan de Oro City.

Signed, sealed, delivered by **MR. ROY B. ESTILLORE**, Authorized Representative of Fortunetract Agro-Sales Inc., of Km. 3 J. P. Laurel Avenue, Bajada Davao City.

Biding Signature of Procuring Entity

Binding Signature of Supplier

CARLENE C. COLLADO, CPA
OIC-Regional Director

ROY B. ESTILLORE
Authorized Representative

Signed in the presence of:

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

LESTER A. JADUCANA
BAC Chair

DARYL G. PASA

ACKNOWLEDGMENT

Republic of the Philippines)
City of Maramba, Bukidnon) s.s.

BEFORE ME, Notary Public for and in the City of Cagayan de Oro, personally appeared on this ___ day of JAN 10 2018, 2017 at Cagayan de Oro City, **CARLENE C. COLLADO, CPA, OIC-Regional Director, Department of Agriculture RFO-10** with ID No. 83244 issued by Professional Regulation Commission and, **ROY B. ESTILLORE**, Authorized Representative, **Fortunetract Agro-Sales Inc.**, Km. 3 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.

JOC. NO. 161
PAGE NO. 32
BOOK NO. I
SERIES OF 2018

ATTY. ABUNDIO UR. GAITERA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2018
ROLL NO. 28499
IBP NO. 1066658
PTR NO. 6889485
TIN: 938-274-562