

# Contract Agreement

CoA -2017-97

THIS AGREEMENT made the 15 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 **SUPER TRADE MACHINERY GLOBAL, INC.**, 937 EDSA Philam, Quezon City, Metro Manila 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 Bid Lot 1 - 2 units 100HP Tractor** under SAAD Program Funds and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Four Million Nine Hundred Ninety Thousand Pesos (Php4,990,000.00)** (hereinafter called "the Contract Price"). Delivery Period is within **90 calendar days** with the following specifications:

**2 units McCORMICK FOUR-WHEEL TRACTOR Model: C110max**  
with implements:

- 18x24 trailing harrow,
- 4x26 Disc Plow (Model: DP4+1 x 26B) and
- 3 tons Heavy Duty Trailer

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.

**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.

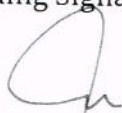
ROMULO C. REBLING CA

CARLENE C. COLLADO, CPA

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.

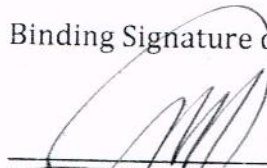
Signed, sealed, delivered by **MR. ROMULO C. REBLINGCA**, Authorized Representative of Super Trade Machinery Global, Inc., 937 EDSA Philam, Quezon City, Metro Manila 1140 Philippines.

Binding Signature of Procuring Entity




**CARLENE C. COLLADO, CPA**  
OIC-Regional Director

Binding Signature of Supplier



**ROMULO C. REBLINGCA**  
Authorized Representative

Signed in the presence of:



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

*RMP*  
**REYNANTE M. PERALTA**



**LESTER A. JADUCANA**  
BAC Chair

**RYAN JAY A. GODOY**

**ACKNOWLEDGMENT**

Republic of the Philippines )  
City of \_\_\_\_\_ ) s.s.

BEFORE ME, Notary Public for and in the City of Cagayan de Oro, personally appeared on this \_\_\_\_ day of JAN 05 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, **ROMULO C. REBLINGCA**, Authorized Representative, **Super Trade Machinery Global, Inc.**, 937 EDSA Philam, Quezon City, Metro Manila 1140 Philippines with ID No. LOG-79-022310 issued by (DRIVER LICENSE) ISSUED BY LTO DRIVER 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.

Doc. No. 421  
Page No. 85  
Book No. LXXX  
Series of 2018

**JAMES MICHAEL D. CABADING**  
Notary Public  
Until December 31, 2018  
Roll of Attorney's No. 64012  
PTR OR. No. 8050396 - 01/04/17  
IRP OR. No. 1059834 - 01/05/17