

CANV. PB 017 - 2020
Date: 12/17/2020

CONTRACT AGREEMENT

THIS AGREEMENT made this 17th day of December 2020 between Department of Agriculture-Caraga Region of the Philippines hereinafter called "**the Entity**" of the one part and **BAYUGAN SEEDS CENTER.**, P-8 Taglatawan, Bayugan City, Agusan del Sur, Philippines hereinafter called "the Supplier" of the other part:

WHEREAS the **Entity** invited Bids for certain goods and ancillary services, viz., **15,000 bags Inbred Rice Seeds (Certified) – Lot 1 & 2 (E4)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **TWENTY-TWO MILLION EIGHT HUNDRED THOUSAND PESOS (P 22,800,000.00)** hereinafter called "**the Contract Price**".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression 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 submitted, including corrections to the bids 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 Notice 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 to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Entity** hereby covenants to pay 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.


Signed, Sealed & delivered by:



ABEL JAMES I. MONTEAGUDO
Regional Executive Director
Department of Agriculture, Caraga

Signed, Sealed & delivered by:


APOLINARIO A. SARCE
Proprietor
Bayugan Seeds Center

Signed in the Presence of:


REBECCA R. ATEGA
OIC, RTD for Operations


Supplier's Representative

ACKNOWLEDGMENT

BEFORE ME, a Notary Public on this 17th day of December 2020 in the City Butuan, Philippines personally appeared.

NAME	Gov't. Issued ID	Date/Place Issued
ABEL JAMES I. MONTEAGUDO	Passport No. P1344073B	04/04/2019-DFA Davao City
APOLINAR A. SARCE	TIN No. 172-278-558-000	

Known to me to be the same person who executed this foregoing instrument which consist of two (2) pages including this acknowledgment page signed by the parties concerned and their instrument witness in every page thereof and that the same is their free and voluntary act and deed and that of the entity they represent for this contract which relates to the Procurement of goods stated in this contract.

IN WITNESS THEREFORE, I herein set hand and affixed my Notarial Seal at the place and date first above written.

[Handwritten signature]



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