

**CONTRACT FOR THE PROVISION OF SSF EQUIPMENT FOR VISCAYA PLANTATION, INC. –
AGRARIAN REFORM BENEFICIARIES COOPERATIVE (VPI-ARBCO)**

THIS AGREEMENT, made this _____ between:

DEPARTMENT OF TRADE AND INDUSTRY – XI, a national government agency duly created and existing under and by virtue of Philippine laws, with office address at 3/F Mintrade Realty Bldg., Monteverde Ave. corner Sales St., Davao City, represented herein by its Regional Director, MARIA BELENDA Q. AMBI, hereinafter called the "PROCURING ENTITY".

and

MUNDO ENGINEERING WORKS with office address at Purok 7, Poblacion, Nabunturan, Davao de Oro, represented herein by its Sole Proprietor, CORAZON R. JACALAN, hereinafter called the "CONTRACTOR";

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., The Provision of SSF Equipment for Viscaya Plantation, Inc. – Agrarian Reform Beneficiaries Cooperative (VPI-ARBCO) and has accepted a Bid by the Contractor for the supply of those goods and services in the sum of **One Million Six Hundred Eighty Thousand Pesos (Php 1,680,000.00)** 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 hereinafter referred to.
2. The contracted work shall have a duration of One Hundred Twenty (120) calendar days upon receipt of the Notice to Proceed.
3. 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 General Conditions of Contract;
 - (c) the Special Conditions of Contract;
 - (d) the Schedule of Requirements;
 - (e) the Technical Specifications;
 - (f) the Performance Security; and
 - (g) the Entity's Notice of Award.
4. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the total amount of One Million Six Hundred Eighty Thousand Pesos (Php 1,680,000.00) in the following manner:

1st Payment – 15% or the amount of Two Hundred Fifty Two Thousand Pesos (Php 252,000.00) upon signing of the Notice to Proceed;

2nd Payment – 75% or the amount of One Million Two Hundred Sixty Thousand Pesos (Php 1,260,000.00) upon full delivery, installation, testing and conduct of training of the equipment contracted as stated in the delivery receipt, supplier's invoice indicating goods' description, quantity, unit price and total amount, manufacturer's and/or supplier's warranty certificate, certificate of origin (for imported goods), and Inspection and Acceptance Report (IAR) signed by the Procuring Entity's authorized representative at the project site;

Final Payment – 10% or the amount of One Hundred Sixty Eight Thousand Pesos (Php 168,000.00) upon full acceptance and submission of a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or equivalent to the amount of Sixteen Thousand Eight Hundred

Pesos (Php 16,800.00). The said guarantee shall only be released after the lapse of one (1) year; provided, however that the equipment delivered is free from patent and latent defects and all conditions imposed under this Contract have been fully met.

It is understood that the total amount above mentioned is inclusive of CONTRACTOR'S profit, cost of delivery to the project location, setting-up, installation and mounting of equipment upon delivery, technical support for the proper product orientation, hands-on training of users, incidental expenses (that may be incurred during the test run, adjustments and/or repairs including the raw materials), insurance of the equipment, product warranty and after sales service, withholding taxes and/or other taxes applicable in this contract.

6. The CONTRACTOR shall provide at least one (1) year repair or replacement warranty for all materials, commencing at the time of completion of delivery and installation, except for consumable items or other materials due to wear and tear.


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

**DEPARTMENT OF TRADE AND
INDUSTRY – XI**

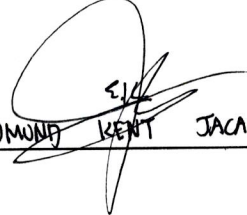

MARIA BELENDA Q. AMBI
Regional Director


MARIE ANNE J. HOW
Division Chief, SMEDD

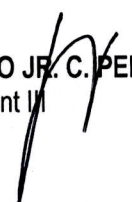
MUNDO ENGINEERING WORKS


CORAZON R. JACALAN
Sole Proprietor

Witnesseth:


EDMUND KENT JACALAN

We hereby certify the availability of funds for this project.


TARCELO JR. C. PEPITO
Accountant III


RICHARD S. TECSON
Acting Budget Officer

ACKNOWLEDGMENT

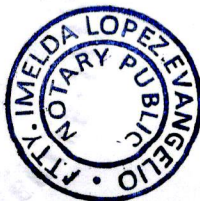
BEFORE ME, this ___ day of JUN 30 2021 in Davao City, Philippines, personally appeared the foregoing party, exhibiting to me her Competent Evidences of Identity as appearing below:

Name	ID Type	ID No.
Maria Belenda Q. Ambi	DTI ID	XI-946

and known to me to be the same person who executed the three (3) pages Contract Agreement that she duly signed with her instrumental witness and acknowledged to me that the same are their free and voluntary act and deed, as well as the voluntary act and deed of the corporation/department they represented.

WITNESS MY HAND AND SEAL.

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Page No. 8
Book No. XVII
Series of 2021.




IMELDA D. LOPEZ-EVANGELIO
Notary Public
Until December 31, 2022
PTR No. 5036202; 01.05.21
IBP No. LF-IBP No. 573433; 05-29-03
Commission Serial No. 2021-186-2022
TIN No. 123-944-538
Roll No. 36784
Door 14 Leonora Complex Cayetano Bangoy
(Formerly Ponciano St.) Davao City

ACKNOWLEDGMENT

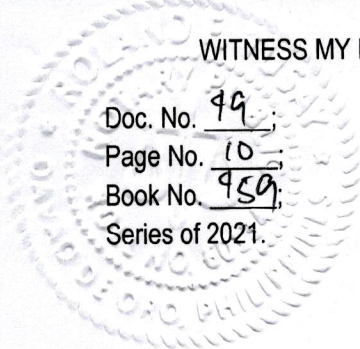
12 JUL 2021

BEFORE ME, this ___ day of _____ in _____ City, Philippines, personally appeared the foregoing party, exhibiting to me her Competent Evidences of Identity as appearing below:

Name	ID Type	ID No.
Corazon R. Jacalan	<u>POSTAL ID</u>	<u>RT6170 106 913</u>

and known to me to be the same person who executed the three (3) pages Contract Agreement that she duly signed with her instrumental witness and acknowledged to me that the same are their free and voluntary act and deed, as well as the voluntary act and deed of the corporation/department they represented.

WITNESS MY HAND AND SEAL.



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Page No. 10
Book No. 959
Series of 2021.

ROLAND F. TUSAY
Notary Public, Until December 31, 2020
Roll of Attorneys No 60134
IBP OR No 132512, 11-11-20, DN- DDO
PTR OR NO 0264418, 01-04-21, DDO
TIN NO. 172-022-814
EXTENDED UNTIL DEC. 31, 2021