

## CONTRACT AGREEMENT

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2018 between the **COOPERATIVE DEVELOPMENT AUTHORITY** of the Philippines (hereinafter called "the Entity") of the one part and **SULJEN AND TJJ CORPORATION** with business address located at No. 142 A. Luna St., Malinao, Pasig City, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Supply of and Delivery of Mobile Mini Ricemill with De-Stoner (50 Units) under Contract No. CDA-GOODS-2018-02 (Re-Bid)** and has accepted a Bid by the Supplier of those goods and services in the sum of **THIRTY TWO MILLION FOUR HUNDRED THOUSAND PESOS (Php32,400,000.00)** inclusive of applicable government taxes (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 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 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.
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.

Signed, sealed, delivered by *[Signature]* **ADM. BENJIE S. OLIVA** the **OIC CHAIRMAN** (for the **COOPERATIVE DEVELOPMENT AUTHORITY**);

WITNESS: *[Signature]*  
**GIOVANNI T. PLATERO**, Acting Executive Director, CDA-Central Office

Signed, sealed, delivered by *[Signature]* **JEFFERSON CHONG**, General Manager (for **SULJEN AND TJJ CORPORATION**);

WITNESS: *[Signature]*  
**MARY JANE ANTONIO**, Staff (for **SULJEN AND TJJ CORPORATION**)

**CERTIFIED FUNDS AVAILABLE** *to be taken from Payroll, Cash, Loans, Revano, Kidgauer and Corp. COs.*

*[Signature]*  
**GERTRUDES M. SAN DIEGO**  
Chief, CDA Finance Division

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) S.S.

BEFORE ME, a Notary Public, for and in Quezon City, this 24 day of JULY 2018, 2018, personally appeared, with their respective government identifications as proof of identity, the following:

<u>NAME</u>	<u>PROOF OF IDENTITY</u>	<u>DATE ISSUED/ PLACE ISSUED</u>
<b>ADM. BENJIE S. OLIVA</b> OIC Chairman/Head of the Procuring Entity	GSIS I.D. CRN#: 006-0046-9918-1	
<b>JEFFERSON CHONG</b> General Manager	DRIVER'S LICENSE N02-92-191064	SEPT. 14, 2015

exhibiting to me their competent evidence of identity as shown above, known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary deed of the entities they respectively represent.

This instrument refers to a Contract Agreement consisting of 3 pages, including this page on which this Acknowledgement is written, and signed by the parties.

**WITNESS MY HAND AND NOTARIAL SEAL** on the place and on the date first above written.

**MICHAEL DAVID M. BAYOTAS**  
Notary Public

**NOTARY PUBLIC**  
(Notary Public for the period 2017-2018)  
Expires on December 31, 2018

Unit 204, Tony Galvez Centrum, 9th Avenue,  
Araneta Center, Quezon City

IBP Lifetime No. 011221-Casig City/Nov. 07, 2017

PTR No. 5520229/Quezon City/Jan. 02, 2018

MCLE Compliance No. V-0012059/November 24, 2015

Attorney's Roll No. 56189

Doc. No. MST  
Page No. 86  
Book No. X  
Series of 2018