

Contract Agreement

THIS AGREEMENT made the 1st day of June 2023 between **COOPERATIVE DEVELOPMENT AUTHORITY-Cagayan de Oro Extension Office** of the Philippines (hereinafter called "the Entity") of the one part and **GREAT AGRICULTURAL PRODUCTS BUILDERS AND DEVELOPMENT CORPORATION** with business address at 89 Santan St., Fortune Marikina City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, **Supply and Delivery of Post Harvest Facilities Farm Equipment's: 13 – Sets – Digital 2in1 Corn Mill Combined Rice Mill with 12 KVA Diesel Generator Set under Contract No. CDAR10-GOOD-02-027-23** and has accepted a Bid by the Supplier for the supply of the goods and services in the sum of **FIFTEEN MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND PESOS (Php15,535,000.00)** 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 Schedule 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 and sealed by AMINODEN A. ELIAS the **REGIONAL DIRECTOR** (for the **COOPERATIVE DEVELOPMENT AUTHORITY**);

WITNESS:

EDWIN B. PELOSAS, BAC Chairman/Senior CDS, CDA-Cagayan de Oro Extension Office

Signed, sealed and delivered by JEFFERSON CHONG, President/Authorized Representative (for **GREAT AGRICULTURAL PRODUCTS BUILDERS AND DEVELOPMENT CORPORATION**);

WITNESS:

Giadee O'Han, Staff (GREAT AGRICULTURAL PRODUCTS AND DEVELOPMENT CORPORATION)

CERTIFIED FUNDS AVAILABLE:

ABDULLAH C. SIDIC, CPA
Accountant II

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CAGAYAN DE ORO CITY) S.S

QUEZON CITY

QUEZON CITY

JUN 01 2023

BEFORE ME, a Notary Public, for and in Cagayan de Oro City, this _____ day of _____, 2022, personally appeared, with their respective government identifications as proof of identity, the following:

NAME PROOF OF IDENTITY DATE ISSUED/PLACE ISSUED

AMINODEN A. ELIAS **CDA OFFICE I.D NO. 1125** **February 2022/Quezon City**
Regional Director

JEFFERSON CHONG **Prof. Driver's License-N02-92-191064- August 29, 2018-LTO Marikina**
President/Authorized Representative

Exhibiting to me their component 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 2 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.

NOTARY PUBLIC

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ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY

Commission No. Adm. Matter No. NP-158 (2023-2024)
IBP O.R. No. 180815 2023 & IBP O.R. No. 180816 2024
PTR O.R. No. 3916669 D 01/03/2023 / Roll No. 33032 / TIN# 129-871-009-000
MCLE No. 7 & 8 FROM APRIL 15, 2023 UNTIL APRIL 14, 2025
Address: 31-F Harvard St., Cuaa, Q.C.