



Contract No. 2 0 1 9 , 5 6

## CONTRACT AGREEMENT FORM

THIS AGREEMENT made on <u>9 September 2019</u> between the PHILIPPINE CARABAO CENTER, an agency of the Government of the Philippines with address at Science City of Muñoz, Nueva Ecija, represented by its Executive Director, DR. ARNEL N. DEL BARRIO hereinafter called the PROCURING ENTITY of the one part and P&J AGRICULTURAL TRADING, INC. a business entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address 184 Dr. Sixto Antonio Avenue, Caniogan Pasig City represented by MS. JOHANNA LIN P. GUIANG hereinafter called as the SUPPLIER.

WHEREAS the Entity invited Bids for the <u>SUPPLY AND DELIVERY OF ULTRASOUND SCANNER</u> <u>AND CONVEX PROBE</u> and has accepted the Bid by the Supplier in the amount of PESOS: <u>One Million Twenty One Thousand Pesos (P 1,021,000.00)</u> called as the "Contract Price".

Item	Qty	Unit	Item Description	Price Offered	Price Offered	End
No.				(Unit Cost)	(Total Cost)	User
1	3	Piece	Handheld Ultrasound Scanner	P 294,000.00	P 882,000.00	CBSalces
2	1	Piece	Exago Convex Probe	P 139,000.00	P 139,000.00	CBSalces
			TOTAL (P)		1,021,000.00	

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) Bid Form and the Price Schedule submitted by the Bidder;
  - (b) Schedule of Requirements:
  - (c) Technical Specifications;
  - (d) General Conditions of Contract;
  - (e) Special Conditions of Contract; and
  - (f) Entity's Notification of Award.

In consideration of the payments to be made by the **PROCURING 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.

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4. The PROCURING 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 DR. ARNEL N. DEL BARRIO, Acting Executive Director of PHILIPPINE **CARABAO CENTER.** 

Signed, sealed, delivered by MS. JOHANNA LIN P. GUIANG, representative of P&J AGRICULTURAL TRADING, INC.

For and in behalf of the

**PHILIPPINE CARABAO CENTER** 

For and in Mehalf of the

P&J AGRICULTURAL TRADING, INC.

Acting Executive Director

Represe

Signed in the Presence of:

Head, BAC Secretariat

Witness (for P&J)

Certified Funds Available:

CHERRY PEARL C. RIVERA

Accountant I

04-2019-09-468RF

P1.021. NV-1)

The PROCURING ENTITY hereby covenants to pay the SUPPLIER in consideration of the 4. 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 DR. ARNEL N. DEL BARRIO, Executive Director of PHILIPPINE CARABAO CENTER.

Signed, sealed, delivered by MS. JOHANNA LIN P. GUIANG, representative of P&J AGRICULTURAL TRADING, INC.

For and in behalf of the PHILIPPINE CARABAO CENTER

**Executive Director** 

behalf of the For and in

P&J AGRICULTURAL TRADING, INC.

Rephesentative

Signed in the Presence of:

Head, BAC Secretariat

JENEVITTA. DAMBA

Witness (for P&J)

Certified Funds Available:

C. RIVERA

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ATTY. RENATO E. DE JESUS

Notary Public

Until December 31, 2020

ROLL NO. 19939

IBP NO. 05423

PTR NO. 5208701

APPOINTMENT NO. 56 (2019-2020)

MCLE EXEMPTION NO. V-003171

THI NO. 122-868-768-000



## NOTICE TO PROCEED

September 11, 2019

MS. JOHANNA LIN P. GUIANG P&J Agricultural Trading, Inc. 184 Dr. Sixto Antonio Avenue, Caniogan, Pasig City (02) 641-0053

Dear Ms. Guiang:

The attached Contract Agreement having been approved, notice is hereby given to P&J AGRICULTURAL TRADING, INC. that work may commence for the <u>SUPPLY AND DELIVERY OF ULTRASOUND SCANNER AND CONVEX PROBE</u> effective upon acknowledgment of this notice but in no case beyond seven (7) days from receipt thereof.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below, keep one copy and return the other to the Philippine Carabao Center.

Very truly yours,

ARNEL N. DELBARRIC

Conforme

Date: 0 -11-1