

Contract Agreement
PROCUREMENT OF AGRICULTURAL SUPPLIES

THIS AGREEMENT made this _____ day of _____ 2020 between the **AGRICULTURAL TRAINING INSTITUTE** of the Philippines (hereinafter called "the Entity" of the one part and the **HARBEST AGRIBUSINESS CORPORATION**, with office address at Lot 1 Blk 1 Phase 1B, Rizal Technopark, Highway 2000, San Juan, Taytay, Rizal, (hereinafter referred to as the **SUPPLIER**) of the other part;

WHEREAS the ENTITY invites Bids for certain goods and ancillary services, viz., **PROCUREMENT OF AGRICULTURAL SUPPLIES FOR ESTABLISHMENT OF 13 URBAN AGRICULTURE COMMUNITY GARDEN (RE-BID)** (Contract Reference No. ITB-ATI-CO-2020-09) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **ONE MILLION ONE HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED NINETY PESOS ONLY (P 1,183,990.00)** (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 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/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) Schedule of Requirements;
 - (c) Technical Specifications;
 - (d) General Conditions of Contract;
 - (e) Special Conditions of Contract;
 - (f) Performance Security; and
 - (g) 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 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 this 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 AGRICULTURAL TRAINING INSTITUTE (for the Entity)

Signed, sealed, delivered by HARBEST AGRIBUSINESS CORPORATION (for the Supplier)

AGRICULTURAL TRAINING INSTITUTE

By: 

ALFREDO S. ATON, MPS-DM
Director IV 

HARBEST AGRIBUSINESS CORPORATION

By: 

GLEN D. BONTIA
Authorized Representative

Signed in the presence of:


ALYZA JANE V. CARBUNGCO
Accounting Office, AFU-OD


KEVIN JAY F. FADRIGUEVA


ROSEMARIE E. DULLA
Supervising Agriculturist, PAD – End User

ACKNOWLEDGEMENT

Republic of the Philippines)
) S.S.


BEFORE ME, a Notary Public for and in PASIG CITY, Metro Manila, personally appeared the following, this 19 day of JAN 2020.

Name	ID / CTC No.	Date Issued	Place Issued
ALFREDO S. ATON	OSTC-DAB-DIR 4-1-1998	1/20/19	QUEZON CITY
GLEN D. BONTIA			

Both known to me to the same persons who executed the foregoing Agreement and acknowledged to me that the same is their own free and voluntary act and deed and that of the entities which they respectively represent. This Agreement consists of two (2) pages including this page on which this Acknowledgement is written and has been signed on each page by the parties hereto and their respective witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and place above written.

Doc. No. 297
Page No. 01
Book No. LXII
Series of 2020


EDWIN G. CONDAYA
NOTARY PUBLIC
PASIG PATEROS & SAN JUAN
UNTIL DEC 31, 2021
PTR NO. 7187109/1-2-31
IBP NO 05503 LAPPT NO. 54 2019-2020
ROLL NO. 2500
TIN NO. 200-08-101-000
E-TEL. V. 0917-983
2ND FLOOR ANIMAL BLDG. URBANO
VELASCO AVE. MALINAO, PASIG CITY