



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL TOBACCO ADMINISTRATION

Scout Reyes Street, corner Panay Avenue, Quezon City
Tel No. (02) 374-3987 Fax. No. (02) 374-2505

Contract Agreement Form

THIS AGREEMENT, made this 06 March 2018, between **NATIONAL TOBACCO ADMINISTRATION**, Cors. Scout Reyes Street and Panay Avenue, Quezon City, hereinafter called the “Entity”, and **Lakas Agritech Marketing**, with office address at Rizal Street, Barangay Nueva (II), Dagupan City, Pangasinan, hereinafter called the “Supplier”.

WHEREAS, the Supplier was declared an eligible bidder, which submitted its bid proposal/offer for the Project: “**Supply & Delivery of Prime Mover Engine**”, with Contract Identification No. PB 2017-14, hereinafter called the “Goods”, and was declared as the Single Calculated and Responsive Bid (SCRB), in the amount of **Eight Million, Two Hundred Eight-Six Thousand, Four Hundred Pesos (PhP8,286,400.00)**, inclusive of VAT, for the delivery of such Goods and the remedying of any defects therein, for a period of thirty (30) days, after Notice.

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) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the NTA to Lakas Agritech Marketing, as hereinafter mentioned, Lakas Agritech Marketing, hereby covenants with the NTA to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The NTA hereby covenants to pay Lakas Agritech Marketing 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 thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by ROBERT L. SEARES, M.D., for the NATIONAL TOBACCO ADMINISTRATION (NTA).

Binding Signature of PROCURING ENTITY:

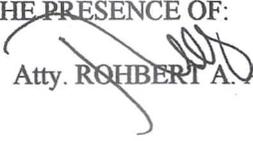
SUPPLIER:


ROBERT L. SEARES, M.D.
Administrator
NTA

for: 
CHRISTINE A. OCHAVILLO
Manager
Lakas Agritech Marketing

SIGNED IN THE PRESENCE OF:


CRISTINA C. LOPEZ, DBA


Atty. ROBERT A. AMBROS

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City, Metro Manila) S.S.

Before me a Notary Public for and in the above jurisdiction, personally appeared:

Name	CTC No.	Place and Date of Issue
ROBERT L. SEARES	02617828	Dolores, Abra/01-03-2018
CHRISTINE A. OCHAVILLO	<u>11559164</u>	<u>Dagupan City, Pang. 1-5-18</u>

known to me and to me known to be the same persons who acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS MY HAND AND SEAL.

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Book No. XXXVII
Series of 2018


ATTY. TOMAS B. BAGA, JR.
NOTARY PUBLIC
ADM NO. NP-013 (2018-2019)
UNTIL DECEMBER 31, 2019
ATTYS. ROLL NO. 13003
IBP NO. 170619 1-26-17
PTR NO. 7337960 / 2-1-17 N. COT.
MOLE NO. IV-0026098
NTA BLDG. SCT. REYES, Q.C.
CELL # 09208474724