



**DEPARTMENT OF AGRICULTURE**

REGIONAL FIELD OFFICE NO. 12  
CSA-1 BUILDING, ZULUETA STREET  
KORONADAL CITY  
TEL No./FAX No. (083)-520-0564

ITB Reference No. : 2802694  
Contract Number : 557

**CONTRACT**

This AGREEMENT is made and entered this day 14<sup>th</sup> of November, 2014 between DEPARTMENT OF AGRICULTURE-RFO XII, Koronadal City, Philippines, represented by its Regional Executive Director, AMALIA J. DATUKAN, MBA hereinafter called the "First Party" and PAYO MANUFACTURING CORPORATION with principal address at 201 Payo Building, Km. 7 Bangkal, Brgy. Talomo, Davao City, represented by its President, EDGAR L. DELIBO hereinafter called the "Second Party";

Whereas, the First Party invited a procurement for the supply and delivery of 20 units Coffee Depulper with Motor and has accepted a Bid by the Second Party for the supply of those goods with the total amount **One Million Three Hundred Seventy-Four Thousand Nine Hundred Twelve Pesos (Php1,374,912.00)**.

**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) Specifications;
  - b) Advertisement;
  - c) License copy of the contractor;
  - d) Certificate of availability of funds;
  - e) Performance Bond;
  - f) Bids and Abstract of Bids for Bid project;
  - g) Resolution of the Bids and Awards Committee as the case may be;
  - h) Approval of the Award by the Regional Director;
  - i) Letter of Acceptance of the winning bidder
3. The Second Party hereby agrees to supply and deliver the 20 units Coffee Depulper with Motor at DA-CEMIARC, Bololmala, Tupi, South Cotabato, within ninety (90) calendar days with the following specifications, to wit:

Specifications:

- Motor 5HP, Single phase, 220V
  - Depulping capacity : 400kgs per hour
  - Minimum of 2% waste
  - With testing upon delivery in the site
  - Conformed with PAES
  - Minimum of 1 year warranty
4. The First Party hereby covenants to pay the Second Party in consideration of the provision of the goods and services of high quality and efficiency and to remedy the 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;

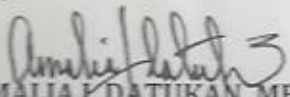
*Edgar L. Delibo*

5. The **Second Party** hereby obliged to give demo and trainings for the recipients and after sales service must be strictly observed which include parts, maintenance and services within one year warranty period. Failure to comply this mechanism would be a ground for disqualification from any bidding processes of the Department of Agriculture, Region XII;
6. Should the **Second Party** incur delay, Section 68, Rule XXII of RA 9184, partly states, "xxx. The amount of the liquidated damages shall be at least equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Xxx";
7. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and
8. This agreement shall be valid and binding upon approval by both parties.

IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above.

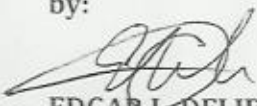
**Department of Agriculture Region 12**

by:

  
**AMALIA J. DATUKAN, MBA**  
 Regional Executive Director

**Payo Manufacturing Corp.**

by:


  
**EDGAR L. DELIBO**  
 President

**REVIEWED AND WITNESSED BY:**


  
**JOCELYN F. TORRES**  
 HVCDP Focal Person

  
**JIMMY M. OLIVO, PhD.**  
 BAC Chairman

**Allocation of Funds:**

  
**RAKMA B. BUISAN**  
 Regional Budget Officer

**Availability of Funds:**

  
**ANNA MAE A. SIDEÑO**  
 OIC - Regional Accountant

**Verified and Found in Order:**

  
**CARLENE C. COLLADO, CPA.**  
 OIC Chief, Finance Division

**ACKNOWLEDGMENT**

Republic of the Philippines)  
City of Koronadal)SS

Before me, a Notary Public for Koronadal City personally appeared the following:

NAME	Res. Cert.	Issued at	Issued on
1. Amalia J. Datukan	08628843	Koronadal City	January 17, 2014
2. Edgar L. Delibo	024372603	CD0 City	Jan. 16, 2014

Known to me to be the same persons who executed the foregoing documents and acknowledged that the same are their voluntary acts and deeds.

This instrument consists of three (3) pages including this page in which the acknowledgement is written, and signed in the left hand margin of each and every page thereof by parties and their witnesses.

NDV 18 2014

Witness MY HAND AND SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, 2014 at  
KORONADAL CITY SOUTH COTABATO

*[Signature]*  
**JERONICA A. DONDIZ**  
Notary Public

UNTI Notary Public  
IBP NO. 94234  
IR NO. 1051294  
ROLL NO. 5  
MCLE Exemption No. 1-000-30

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