



Republic of the Philippines  
**DEPARTMENT OF AGRICULTURE**

Regional Field Office No. 12  
 CSA-1 Building, Zulueta Street  
 Koronadal City  
 BAC Secretariat Office Telephone Number : 083-520-1814

ITB Reference No. : 3321421  
 Contract Number : 736

**CONTRACT**  
**Negotiated Procurement**

NOV 2015

This **AGREEMENT** is made and entered this day \_\_\_\_\_ of \_\_\_\_\_, 2015 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 **AGRI COMPONENT CORPORATION** with principal address at **16 ANPN Building, EDSA, Balintawak, Quezon City**, represented by its **Sales Engineer, RAMSEY L. SEGOBIA** hereinafter called the "**Second Party**";

Whereas, the **First Party** invited a procurement for the **Supply and delivery of 8 units Multi-Crop Sheller** and has accepted a Bid by the **Second Party** for the supply of those goods with the total amount **One Million Three Hundred Ninety-Four Thousand Four Hundred Pesos (Php1,394,400.00)**.

**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) **Funded and Approved Purchase Request;**
  - b) **Specifications;**
  - c) **Advertisement;**
  - d) **License copy of the contractor;**
  - e) **Certificate of availability of funds;**
  - f) **Performance Bond;**
  - g) **Bids and Abstract of Bids for Bid project;**
  - h) **Resolution of the Bids and Awards Committee as the case may be;**
  - i) **Approval of the Award by the Regional Director;**
  - j) **Letter of Acceptance of the winning bidder**
3. The **Second Party** hereby agrees to **supply and delivery the 8 units Multi-Crop Sheller** within **sixty (60) calendar days** at **DA-CEMIAU, Bololmala, Tupi, South Cotabato** with the following specifications, to wit:

**Specifications:**

- **Full Grant**
- **Engine : 12HP, water cooled**
- **Sheller : For corn with husk and rice paddy**  
 : **Mobile type (with tire #14 and tow bar)**  
 : **Replaceable parts for shelling and threshing**
- **Capacity: 3 ton/hr both for corn with husk and rice paddy**
- **Performance both for corn and paddy**  
 Purity : 97%  
 Recovery : 99%
- **Warranty : 1 year warranty on parts and services (excluding consumable parts)**
- **Safety requirements : Belt guard and provision for belt tightening and adjustment, earplugs & dustmasks**

*[Handwritten signature]*

*[Handwritten signature]*

Contract\_Supply and delivery of 8 units Multi-Crop Sheller  
 ABC : Php1,394,400.00


- Standard Accessories : Tool box containing basic tools, operator's manual conforming to PAES
- Materials and Components : All brand new
- AMTEC tested
- With DA and Agri Pinoy Logo (painted)


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;
5. 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";
6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and
7. 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-12

By:

  
 AMALIA J. DATUKAN, MBA  
 Regional Executive Director

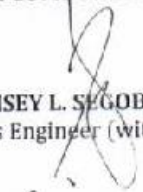
  
 RAY H. EMBAJADOR  
 Rice & Corn Focal Person


Allocation of Funds:

  
 RAKMA B. BUISAN  
 Regional Budget Officer

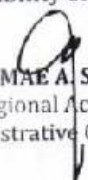
AGRI COMPONENT CORP.

by:

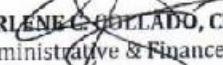
  
 RAMSEY L. SEGOBIA  
 Sales Engineer (with SPA)

  
 JIMMY M. OLIVO, PhD.  
 BAC Chairman

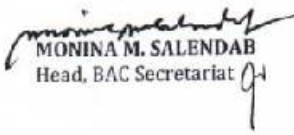
Availability of Funds:

  
 ANNA MAE A. SIDEÑO  
 OIC - Regional Accountant/  
 Administrative Officer V

Verified and Found in Order:

  
 CARLENE C. BELLADO, CPA.  
 Chief, Administrative & Finance Division

Prepared by:

  
 MONINA M. SALENDAB  
 Head, BAC Secretariat

**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	37420215	Koronadal City	January 12, 2015
2. Ramsey L. Segohia	30164035	Caoyan de Oro City	September 22, 2015

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 (03) 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.

NOV 1 2015

Witness MY HAND AND SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at

~~KORONADAL CITY SOUTH CANTON~~

Notary Public

*Veronica Alondra*  
**VERONICA ALONDRADO**  
 Notary Public  
 Koronadal City  
 Division Office  
 Office of the Notary Public  
 Koronadal City  
 Roll No. 12345

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