

CONTRACT AGREEMENT

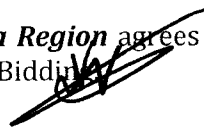
THIS AGREEMENT made the 23rd day of Feb. 2023 between **Department of Agriculture-Caraga Region** of the Philippines hereinafter called "the Entity" of the one part and **Megamight Enterprises of Davao City**, Philippines hereinafter called "the Supplier" of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly for the **Procurement of 4 units Biomass Shredder (Lot 1)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Seven Hundred Sixteen Thousand Eight Hundred Pesos Only (P 716,800.00)** 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of **Seven Hundred Sixteen Thousand Eight Hundred Pesos Only (P 716,800.00)** or such other sums as may be ascertained, **Megamight Enterprises** agrees to the **Procurement of 4 units Biomass Shredder (Lot 1)** in accordance with his/her/its Bid.
4. The **Department of Agriculture-Caraga Region** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding



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.


ENGR. RICARDO M. OÑATE, JR.
Regional Executive Director


CESAR A. MANHILOT, JR., PhD.
General Manager


for:

for:

Department of Agriculture, Caraga

Megamight Enterprises

Acknowledgement

 23 FEB 2023

BEFORE ME, a Notary Public on this _____ day of _____ 2023 in the City Butuan, Philippines personally appeared.

NAME	Gov't. Issued ID	Date/Place Issued
ENGR. RICARDO M. OÑATE, JR.	BIR T.I.N. (103-151-531)	10/05/1991 - Davao City
CESAR A. MANHILOT, JR., PhD.	<u>DRIVER LICENCE D1094101673</u>	<u>DONDO CITY</u>

Known to me to be the same person who executed this foregoing instrument which consist of two (2) pages including this acknowledgment page signed by the parties concerned and their instrument witness in every page thereof and that the same is their free and voluntary act and deed and that of the entity they represent for this contract which relates to the Procurement of goods stated in this contract.

IN WITNESS THEREFORE, I herein set hand and affixed my Notarial Seal at the place and date first above written.

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2023



ATTY. RALPH JAMES G. LAMAN
Notary Public for Davao City
until December 31, 2023
Commission Serial No. 2022-069-2023
Issued on April 12, 2022
Roll No. 62810
INP No. 252022 - 12-20-2022
PTR No. 7724072 - 12-19-2022
MCLC Compliance No. VII-0014990
Issued on April 06, 2022 at Pasig City, Philippines



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
 Caraga Region
 Capitol Site, Butuan City

RECEIVED
ACCTG
 SIGNATURE: [Signature]
 DATE: 2/23/23

PURCHASE ORDER

Supplier: MEGAMIGHT ENTERPRISES	P.O. No.: 23-170-02 PB
Address: 186 DOOR #7, TULIP BLDG., MC ARTHUR HIGHWAY, MATINA, DAVAO CITY	Date: 2/23/2023
TIN: 294-475-644-000	Mode of Procurement: Public Bidding

Gentlemen:
 Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery: <input checked="" type="checkbox"/> Delivery On-site	Delivery Term: FOB Caraga
Date of Delivery: 60 calendar days upon receipt of NTP	Payment Term: <input checked="" type="checkbox"/> Full payment upon complete delivery subject to availability of cash

Stock/ Property No.	Unit	Description	Quantity	Unit Cost	Amount
	unit	BIOMASS SHREDDER, MEGA MSS2000-BRT2 - Provide w/ ear muffs or any with any other ear protective device - With brand new compatible transport tires - With Original Equipment Manufacturer Manual (OEM) written in English - Provided w/ set of manufacturer's standard tools required for operation & maintenance <i>Terms & Conditions</i> - With at least 1 year warranty - Includes Testing & Training/Orientation of the Operator (all expenses to be incurred during the testing shall be shouldered by the supplier) - With DA logo (painted) <i>Delivery & Testing On-site:</i> 1. <i>Sibahay Coconut Farmers Org., Lanuza, SDS</i> 2. <i>Socorro Empowered Peoples Coop., Socorro, SDN</i> 3. <i>San Isidro 2 Afga Banana Growers Assoc., Sibagat, ADS</i> 4. <i>Association of Cuyago United Farmers, Jabonga, ADN</i> <i>Purpose: For the implementation of agricultural machinery, equipment and facilities in support to the OAP FY 2023</i>	4	179,200.00	716,800.00

(Total Amount in Words):	Seven Hundred Sixteen Thousand Eight Hundred Pesos Only	PHP 716,800.00
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In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the undelivered item/s.

Conforme: <u>[Signature]</u> <u>ABRAHAM C. ALONSO JR.</u> Signature over Printed Name of Supplier <u>2/23/23</u> Date	Very truly yours, <u>[Signature]</u> ENGR. RICARDO M. OÑATE, JR. Regional Executive Director
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Fund Cluster: <u>bi</u> Funds Available: <u>DA - ANNE KAP</u> <u>[Signature]</u> ROCKY JAY A. PEARSON Accountant II OIC, Accounting Section <u>2/23</u>	ORS/BURS No.: <u>2023-01-060/23</u> Date of the ORS/BURS: <u>02/21/23</u> Amount: <u>716,800.00</u>
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