

CONTRACT AGREEMENT

THIS AGREEMENT made the **14th day of July 2025** between **Department of Agriculture-Caraga Region** of the Philippines hereinafter called the "Entity" of the one part and **LDA Agri Marketing of General Santos City**, Philippines hereinafter called the "Supplier" of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Procurement of Soil Ameliorant, Lots 1 & 2** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Seven Million Four Hundred Forty-Seven Thousand Five Hundred Pesos Only (P 7,447,500.00)** 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;

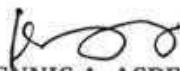
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - 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 Million Four Hundred Forty-Seven Thousand Five Hundred Pesos Only (P 7,447,500.00)** or such other sums as may be ascertained, **LDA Agri Marketing** agrees to **Procurement of Soil Ameliorant, Lots 1 & 2** 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.

5. The **LDA Agri Marketing** agrees to indemnify the **Department of Agriculture-Caraga Region** the amount of not less than 10 % of the Contract Price as liquidated damages for failure of **LDA Agri Marketing** to deliver the above stated goods.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first before written.


ARLAN M. MANGELEN
Regional Executive Director
for:

Department of Agriculture, Caraga


DENNIS A. ASPERGA
Authorized Representative
for:

LDA Agri Marketing

Acknowledgement

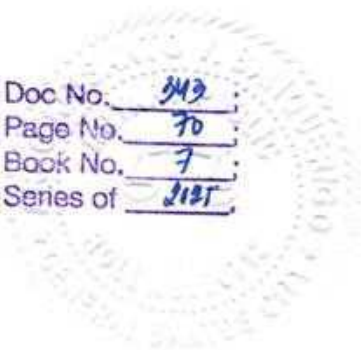
29 JUL 2025

BEFORE ME, a Notary Public on this _____ day of _____ 2025 in the City of Butuan, Philippines personally appeared.

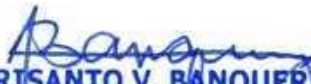
NAME	Gov't. Issued ID	Date/Place Issued
ARLAN M. MANGELEN	<u>UMID (CRN:006-0055-9527-1)</u>	<u>South Cotabato</u>
DENNIS A. ASPERGA	<u>L04-08-004581</u>	<u>General Santos City</u>

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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Series of 2125


AREO KRISANTO V. BANQUERIGO
Notary Public until December 31, 2026
Notarial Commission Serial No. P.N.C. 24-313
MCLE Compliance No. VIII-0015003 • April 14, 2028
Roll No. 76712 • IBP No. 483157 • 12.13.24
PTR No. 1535862 • 1.2.25 • General Santos City



3:24

07/16/25

PURCHASE ORDER

Supplier: LDA AGRI MARKETING	P.O. No.: 25-07-726 PB
Address: CAGAMPANG ST., COR. FERRARIZ ST., GENERAL SANTOS CITY	Date: 7/15/25
TIN: 299-023-721-001	Mode of Procurement: Public Bidding

Gentlemen:

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

Place of Delivery: DA WAREHOUSE, TAGUIBO, BUTUAN CITY	Delivery Term: FOB Caraga
Date of Delivery: July & November 2025	Payment Term: Payment upon receipt of billing subject to availability of cash

Stock/ Property No.	Unit	Description	Quantity	Unit Cost	Amount
	Bottles	Procurement of Soil Ameliorant Lot 2 Soil Ameliorant <i>Offered Product: APO Power Foliar</i> Specifications: Total NPK: 0.5-10% Amino Acid: Fish Based Volume: 1 liter/bottle Product Type: Liquid form Packaging: Plastic bottle Delivery: July - 2,250 bottles November - 1,500 bottles	3,750	993.00	3,723,750.00
	Bottles	Lot 4 Soil Ameliorant <i>Offered Product: APO Amino Plus</i> Specifications: Essential Elements: Presence of Magnesium, Sulfur, Boron, Copper Cobalt, Iron, Manganese, Molybdenum and Zinc Humic Acid: 12% Minimum Volume: 1 liter/bottles Product Type: Liquid form Packaging: Plastic bottle Delivery: July - 2,250 bottles November - 1,500 bottles Terms and Conditions: - Packaging should be labeled (DA-Caraga Logo and NOT FOR SALE) <i>Purpose: For the implementation of Masagana Rice Industry Development Program under Production Support</i> <i>END USER: RICE</i>	3,750	993.00	3,723,750.00

(Total Amount in Words):	SEVEN MILLION FOUR HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED PESOS ONLY	PHP 7,447,500.00
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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:

Dennis Asperon
Signature over Printed Name of Supplier
7/18/2025
Date

Very truly yours,

ARLAN M. MANGELAN
Regional Executive Director

07/15/2025

Fund Cluster: **RICE PSS**
Funds Available: **RICE PSS**

JANE V. MAMBA
Admin Officer IV
7/14
OIC, Accounting Section

ORS/BURS No.: **2025-07-00-2560**
Date of the ORS/BURS: **JUL 16 2025**
Amount: **7,447,500.00**