

CONTRACT AGREEMENT

THIS AGREEMENT made the 26th day of May 2025 between *Department of Agriculture-Caraga Region* of the Philippines hereinafter called the "Entity" of the one part and *Davao Techno Craft of Nabunturan, Davao de Oro*, Philippines hereinafter called the "Supplier" of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly *Procurement of Seven (7) units Forage Chopper* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *Two Million Four Hundred Forty-Six Thousand Five Hundred Pesos Only (P2,446,500.00)* 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;

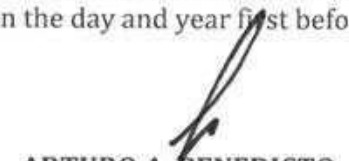
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - 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 *Two Million Four Hundred Forty-Six Thousand Five Hundred Pesos Only (P2,446,500.00)* or such other sums as may be ascertained, *Davao Techno Craft* agrees to *Procurement of Seven (7) units Forage Chopper* 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 **Davao Techno Craft** 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 **Davao Techno Craft** 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


ARTURO A. BENEDICTO
Authorized Representative
for:

Davao Techno Craft

Acknowledgement


BEFORE ME, a Notary Public on this **6 JUN 2025** day of **NAEUNTURAN, DAVAO DE O** 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>
ARTURO A. BENEDICTO	<u>UMID (CRN:011-6534899-4)</u>	<u>TAGUM 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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Book No. CCXXXIV
Series of 2024


RUBEN D. ALTAMERA
Notary Public
Until December 31, 2025
PTR No. 2585051 / 01-02-2025
TIN - 158-070-559
IBP No. 000128 / 12-02-2023
ROLL NO. 24,685
MCLE NO. V-0024426/11-21-16



PURCHASE ORDER

Supplier : DAVAO TECHNO CRAFT	P.O. No. : 25-05-416 PB
Address : 424 ECHAVEZ ST., NABUNTURAN, DAVAO DE ORO	Date : 5/28/2025
TIN : 114-413-406-000	Mode of Procurement : Public Bidding

Gentlemen:

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

Place of Delivery : DELIVERY ON SITE	Delivery Term : FOB Caraga
Date of Delivery : Within 60 calendar days upon receipt of NTP	Payment Term : Full payment upon complete delivery subject to availability of cash

Stock/ Property No.	Unit	Description	Quantity	Unit Cost	Amount
	unit	Procurement of Forage Chopper <i>Brand/Model: DAVAO TECHNO CRAFT GM-FC2024</i> <i>Specifications:</i> 1. Stationary Type Forage Chopper 2. Primemover: 6.6kW KA186FA Diesel Engine 3. Quality of Output: Clear-cut chopped material 4. Discharging Mechanism: Let-fall Type 5. Feeding Mechanism: Random Cut 6. Chopping Mechanism: Cylinder Cutterhead - Ear muffs or other ear protective device shall be provided 7. With basic tools and accessories as indicated in PAES, but not limited to the ff: - three (3) pcs. Open wrenches (10&12, 14&17, 19&22) - one (1) piece Philips screwdriver - one (1) piece Flat screwdriver - one (1) piece adjustable wrench - one (1) piece Grease Gun - one (1) piece Roll Up tool Holder 8. With Original Equipment Manufacturer Manual (OEM) written in English 9. With 500 pcs silage bag per forage chopper Dimension: 25 inches (width) x 50 inches (height) x 150 microns (thickness) Terms & Conditions: 1. Provided with Project Signage/Marker: a. 1 pc of 3ft by 4ft, Tarpaulin; High Quality Print b. 1 pc. of 3ft by 2ft, Tarpaulin; High Quality Print c. With 4 eyelets. d. Layout, design and description to be provided by DA-RFO 13 2. Includes Testing & Training/Orientation of the Operator (all expenses to be incurred during testing shall be shouldered by the supplier) 3. With DA Logo (painted) 4. Delivery and Testing on site: 1.) Bayugan City, ADS - 1 unit 2.) Tago, SDS - 1 unit 3.) Bislig City, SDS - 1 unit 4.) Tandag City, SDS - 1 unit 5. Basilisa, PDI - 2 units 6.) Loreto, PDI - 1 unit <i>Requirements for Manufacturing; Safety, Workmanship & Finish; Warranty for Fabrication & Durability; Maintenance & Operation; After Sales Service and Marking shall conform with PAES</i> <i>Purpose: To be used in Goat production to Livestock Economic Enterprise Development (LEED) Program</i> END USER: LIVESTOCK	7	349,500.00	2,446,500.00

(Total Amount in Words):	TWO MILLION FOUR HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED PESOS ONLY	PHP 2,446,500.00
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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:

Arturo M. Benedicto
Signature over Printed Name of Supplier

June 16, 2025
Date

Very truly yours,

ARLON M. MANGELAN
Regional Executive Director

for 05/28/2025

Fund Cluster :
Funds Available : **LIVESTOCK AMERS**

IANEV. MAMBA
Admin Officer IV
OIC, Accounting Section

ORS/BURS No. : **2025-05-001441**
Date of the ORS/BURS : **MAY 30 2025**
Amount : **2,446,500.00**