

CONTRACT AGREEMENT

THIS AGREEMENT made the **23rd day of May 2025** between **Department of Agriculture-Caraga Region** of the Philippines hereinafter called the "Entity" of the one part and **Leads Agricultural Products Corporation of Biñan City**, Philippines hereinafter called the "Supplier" of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Procurement of Hybrid Corn Seeds, Lot 5: 2,563 bags Hybrid Yellow Corn Seeds (NSIC 2021 GMCn 78)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Fifteen Million Three Hundred Seventy-Eight Thousand Pesos Only (P 15,378,000.00)** 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 **Fifteen Million Three Hundred Seventy-Eight Thousand Pesos Only (P 15,378,000.00)** or such other sums as may be ascertained, **Leads Agricultural Products Corporation** agrees to **Procurement of Hybrid Corn Seeds, Hybrid Corn Seeds, Lot 5: 2,563 bags Hybrid Yellow Corn Seeds (NSIC 2021 GMCn 78)** 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 **Leads Agricultural Products Corporation** 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 **Leads Agricultural Products Corporation** 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


MARIEL KRISTINE T. SABINO
Authorized Representative
for:

Leads Agricultural Products Corporation

Acknowledgement


BEFORE ME, a Notary Public on this 26 JUN 2025 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>
MARIEL KRISTINE T. SABINO	<u>Passport ID (P7940770B)</u>	<u>DFA PAMPANUA</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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Page No. 045 :
Book No. 009 :
Series of 2025 :


ATTY. MARIA R. PETILLA
NOTARY PUBLIC
Notarial Commission No. 75-02-2025
Exp. Date: Dec. 31, 2026
Roll No. 53133, Jan. 24, 2025
SP No. 524031, Jan. 25, 2025, Pasig City
Pin No. 2758274, Jan. 27, 2025, Butuan City



PURCHASE ORDER

Supplier: LEADS AGRICULTURAL PRODUCTS CORPORATION		P.O. No.: 25-05-903 PB			
Address: UNIT A 204-205 2ND FLOOR CORAL CENTER, BRGY. SAN FRANCISCO, BIÑAN CITY, LAGUNA		Date: 5/26/2025			
TIN: 005-038-717-000		Mode of Procurement: Public Bidding			
Gentlemen: Please furnish this Office the following articles subject to the terms and conditions contained herein:					
Place of Delivery: DA WAREHOUSE, TAGUIBO, BUTUAN CITY		Delivery Term: FOB Caraga			
Date of Delivery: Within 30 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
	bag	Procurement of Hybrid Corn Seeds LOT 5 Hybrid Yellow Corn Seeds (NSIC 2021 GMCn 78) <i>Brand Name: (NK6410 BGT) SYNGENTA PHILIPPINES, INC.</i> - Packaging: Sack bag with plastic liner inserts - Net weight: not less than 7.8 kilograms - Germination rate: Not less than 85% - Treated with Fungicides Term & Condition: - Packaging should be labeled (DA Caraga logo and NOT FOR SALE) <i>Purpose: For the implementation of Production Support Services and Extension Support, Education, Training and Education under Corn Program CY 2025</i> END USER: CORN	2,563	6,000.00	15,378,000.00
(Total Amount in Words):		FIFTEEN MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND PESOS ONLY		PHP 15,378,000.00	
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:		Very truly yours,			
 MARIA KRISTINE T. SABINO Signature over Printed Name of Supplier		 ARLAN M. ANGELES Regional Executive Director			
6/19/25 Date		05/27/2025			
Fund Cluster: _____		ORS/BURS No.: 2025-06-001619			
Funds Available: CORN PSS + EGETS		Date of the ORS/BURS: JUN 13 2025			
 JANE V. MAMBA Admin Officer IV 6/10 OIC, Accounting Section		Amount: 15,378,000			