

Contract Agreement

THIS AGREEMENT made the 28th day of December 2012 between Department of Agriculture, Regional Field Unit 10, Antonio Luna Street, Cagayan de Oro City of the Philippines hereinafter called "the Entity" of the one part and **RJR AGRO INDUSTRIAL ENTERPRISES**, Bangcud, Malaybalay City, Bukidnon hereinafter called "the Supplier" of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Procurement of 5 units Village Type Corn Postharvest Processing Center** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Fourteen Million Four Hundred Ninety Five Thousand pesos (Php14,495,000.00)** 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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) *the Bid Form and the Price Schedule submitted by the Bidder;*
 - (b) *the Schedule of Requirements;*
 - (c) *the Technical Specifications;*
 - (d) *the General Conditions of Contract;*
 - (e) *the Special Conditions of Contract; and*
 - (f) *the Entity's Notification of Award.*
 3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of 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.
- 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.

Ramos
LEALYN A. RAMOS
Regional Executive Director
Department of Agriculture, RFU10
Antonio Luna St., Cagayan de Oro City

DA-10 ACCOUNTING SECTION
Received: _____
Date: _____

Binding Signature of the SUPPLIER

[Signature]
REYNALDO E. CAPACIO
RJR Agro Industrial ENTERPRISES
Bangcud, Malaybalay City
Bukidnon

Amt ₱ 14,495,000 ✓
OS 12-09-4376
PPA Almarin 1576
9/26/2012
[Signature]

ACKNOWLEDGMENT

Republic of the Philippines)
City of Cagayan de Oro) s.s.

Note for funds availability only

BEFORE ME, Notary Public for and in the City of Cagayan de Oro, personally appeared on this 27 day of JAN 27 2013, 2013 at Cagayan de Oro City, **LEALYN A RAMOS, Regional Executive Director, Department of Agriculture RFU10** with Residence Certificate No. 09690645 issued on Jan. 6, 2012 at **Cagayan de Oro City** and **REYNALDO E. CAPACIO, RJR Agro Industrial Corporation, Bangcud, Malaybalay City, Bukidnon** with Residence Certificate No. 23458031 issued on 01-04-13 at Malaybalay City known to me and to me known to be the same persons who executed the foregoing Contract and they acknowledged to me that the same is their free act and voluntary deed.

This Contract consists of TWO (2) pages, including the page on which this acknowledgement is written, and is signed by the parties and their instrumental witnesses on each every page thereof.

WITNESS MY HAND AND SEAL.

Doc. No. 19
Page No. 32
Book No. 1108
Series of 2013

[Signature]
ATTY. MARIO T. JUNI
Notary Public
Until December 31, 2013
PTR No: 2327981 A I-7-13
IBP No. 875225 I-14-12
Roll of Attorney's No. 35240
MCLE Comp. No. IV 0008 59 10-2-12
Cagayan de Oro City

note: ₱ 2,899,000/unit