

Contract Agreement

THIS AGREEMENT, made this JUL 08 2025 between NATIONAL FOOD AUTHORITY-Caraga Region, Butuan City of the Philippines (hereinafter called the "Entity") of the one part and AVX RICE DEALER' PALAY TRADING of Purok 9, Crossing Luna, Esperanza, Agusan del Sur hereinafter called "the Supplier" of the other part:

WHEREAS, the Entity invited to quote for the NEGOTIATED PROCUREMENT UNDER TWO FAILED BIDDINGS FOR THE PROCUREMENT OF PRIVATE MILLING SERVICES in accordance with Section 53.1 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and has accepted the quotation by the Supplier as follows:

Lot No.	Palay to be Milled (bag of 50 kg)	Rice Recovery @63% GMR (bag of 50 kg)	Delivery Fee for Rice Recoveries @37.50/bag(cash)	Milling Cost @115.00/bag (value of the by-products & excess rice) (Payment-in-kind)
2	4,000	2,520	94,500.00	289,800.00

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) Terms of Reference (TOR);
 - b) Omnibus Sworn Statement;
 - c) Fire Insurance policy;
 - d) Entity's Notice of Award; and
 - e) Entity's Notice to Proceed
3. The Supplier's Quotation Form, including all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
4. 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
5. 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.


LEO V. DAMOLE
Regional Manager II
for:

NATIONAL FOOD AUTHORITY
CARAGA REGION



JESS M. CASIMIRO
Acting Asst. Regional Manager


ROLINA M. CALUYA
Owner
for:

AVX RICE DEALER' PALAY
TRADING

Contractor's Witness

Funds Available:


LOVELLA MAY G. AWING
Acting Accountant IV

ACKNOWLEDGMENT

Republic of the Philippines)
City/Municipality of _____) S.S

BEFORE ME, a Notary Public for and in BUTUAN CITY, this 08 JUL 2025, the following personally appeared:

Name	Identification Number	Date / Place Issued
LEO V. DAMOLE	Driver's License No. G05-08-0040686	July 18, 2024 / Cebu City
ROLINA M. CALUYA	National ID No. 5283-4015-8650-7638	

known to me to be the same persons who executed the foregoing Contract Agreement Form consisting of two (2) pages including this page on which the acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereof and parties have acknowledged the same to be their free voluntary act and deed as well as those of the entities represented.

IN WITNESS WHEREOF, I have placed my hand and seal on the date and at the place first above written.

Doc. No. 384
Page No. 79
Book No. 8
Series of 2025 _____


FRANCIS ANGELO CRUZAT ALTORINO
ROLL NO. 84468
PTR No. 2749272 / January 7, 2025 / Butuan City
IBP No. 478673 / November 22, 2024 / Pasig City
MCLE Compliance in Progress
Notary Public under Commission Serial No. 50-08-2023
TIN 625-857-467
Email address: francisangelaltorino@gmail.com
Valid until December 31, 2026