Contract Form

CONTRACT FOR
SUPPLY AND DELIVERY OF POST-HARVEST FARM EQUIPMENT (RICE COMBINE HARVESTER)
CITY AGRICULTURE OFFICE, LGU-TABACO CITY
Contract ID CB_GOODS_2026-08-0013

This **CONTRACT** executed on the 28th day of September 2026 by and between:

City Government of Tabaco, a government agency of the Republic of the Philippines, hereinafter called ***"the Entity";***

-and-

Aims Agri Ventures, Inc., a company duly organized and existing under the laws of the Republic of the Philippines, with principal office at ***San Rafael, Cararayan, Naga City***, hereinafter called ***"the Supplier".***

WHEREAS, the Entity invited Bids for certain goods and services, particularly ***Supply and Delivery of Post-Harvest Farm Equipment (Rice Combine Harvester) for the City Agriculture Office, LGU-Tabaco City;***

WHEREAS, the Supplier submitted a responsive bid and was awarded the contract for the procurement in the total amount of ***Two Million Three Hundred Ninety-Five Thousand Pesos and 00/100 (Php 2,395,000.00),*** hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:

    a. Philippine Bidding Documents (PBD);
        i. Invitation to Bid;
        ii. Instruction to Bidders;
        iii. 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;
        iv. Bid Data Sheet;
        v. Schedule of Requirements;
        vi. Technical Specifications;
        vii. General and Special Conditions of Contract;
        viii. Supplemental Bid Bulletins, if any; and
        ix. Other contract documents that may be required by existing laws and/or the Entity.

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's Conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of ***Two Million Three Hundred Ninety-Five Thousand Pesos and 00/100 (Php 2,395,000.00),*** or such other sums as may be determined in accordance with the terms of the Contract, the Supplier agrees to deliver and perform the items and related services for the ***Supply and Delivery of Post-Harvest Farm Equipment (Rice Combine Harvester) for the City Agriculture Office, LGU-Tabaco City with Contract ID CB_GOODS_2026-08-0013,*** described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The ***City Government of Tabaco*** agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For the Procuring Entity
Head of the Procuring Entity

REYNALDO B. BRAGAIS
City Mayor
Date:
E02-90-019852

For the Bidder
Duly authorized to sign the Contract for and behalf of ***AIMS AGRI VENTURES, INC.:***

MARCELO O. LLANETA
Authorized Representative / Sales Engineer
Date:
E04-24-000288

Signed in the presence of:

ENGR. MARIA AILENE C. BOMBON
Witness – Procuring Entity

ARJAY FRANCIS CONDE
Witness- Supplier

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the Tabaco, City/Province of Albay, this 28th day of September, 2026, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of 3 pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this 28th day of September 2026

NOTARY PUBLIC

Doc. Stamp No.
21157862

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Book No. 016
Series of 2026

ATTY. JOSEPHINE S. BERCES
Notary Public for the City of Tabaco and
the Province of Albay Until December 31, 2027
Notarial Commission No. ADM. MATTER No. T-2026-27
Roll of Atty. No. 97823; 02/06/2026
IBP No. 005124; 03/06/2026; Albay
PTR No. 5515237; 02/26/2026; Tabaco City
MCLE No. EXEMPT, Newly Admitted
Zone 5 Brgy. Matagbac, Tabaco City, Albay; +63-917-553-0097