



Department of Agriculture
PHILIPPINE CARABAO CENTER
CERTIFIED: ISO 9001 | ISO 14001 | OHSAS 18001

NOTICE TO PROCEED

October 12, 2020

MR. RAMON C. TIBAYAN
Managing Director-Luzon
Abomar Equipment Sales Corporation
4A Sapphire St., Gemsville Subdivision,
Lahug, Cebu City
rctibayan@abomar.net

Dear Mr. Tibayan:

The attached Contract Agreement having been approved, notice is hereby given to **ABOMAR EQUIPMENT SALES CORPORATION** that work may commence for the SUPPLY AND DELIVERY OF FARM MACHINERIES/EQUIPMENT (PCC-GENE POOL) effective upon acknowledgment of this notice.


Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below, keep one copy and return the other to the Philippine Carabao Center.

Very truly yours,


CLARO N. MINGALA
OIC, Executive Director

Conformed:


RAMON C. TIBAYAN
ABOMAR E.Q.P.T. SALES CORP.

Date: 10-15-20

A food-secure Philippines
with prosperous farmers and fisherfolk



ACKNOWLEDGMENT

Republic of the Philippines)
Science City of Muñoz, N.E.)

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

Name	Com Tax Cert. No.	Date/Place Issued
CLARO N. MINGALA	ID No. 96009	
RAMON C. TIBAYAN	SSS No. <u>03-2714874-2</u>	

Known to me to be the same persons who executed the foregoing instrument and acknowledgement that the same is their own voluntary act and deed.

This instrument of three (3) pages including this page wherein this Acknowledgment is written and signed by the parties and their instrument witness on each and every page hereof.

WITNESS MY HAND AND SEAL, this _____ day of _____ 2020 at _____, Philippines.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2020

services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

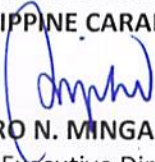
4. The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** in consideration of the provision of the goods and services and the remedying of defects therein, the **Contract Price** or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed 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.

Signed, sealed, delivered by **DR. CLARO N. MINGALA, OIC, Executive Director of PHILIPPINE CARABAO CENTER.**

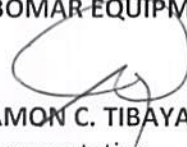
Signed, sealed, delivered by **MR. RAMON C. TIBAYAN, representative of ABOMAR EQUIPMENT SALES CORPORATION**

For and in behalf of the
PHILIPPINE CARABAO CENTER




CLARO N. MINGALA
OIC, Executive Director

For and in behalf of the
ABOMAR EQUIPMENT SALES CORPORATION

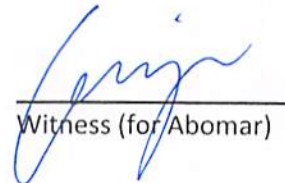


RAMON C. TIBAYAN
Representative

Signed in the Presence of:



NOEMI V. BALAIS
Head, BAC Secretariat



Witness (for Abomar)

Certified Funds Available:

CHERRY PEARL C. RIVERA
Accountant III



Department of Agriculture
PHILIPPINE CARABAO CENTER
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Contract No. 2020-46

CONTRACT AGREEMENT

THIS AGREEMENT made on 8 October 2020 between the **PHILIPPINE CARABAO CENTER**, an agency of the Government of the Philippines with address at Science City of Muñoz, Nueva Ecija, represented by its OIC, Executive Director, **DR. CLARO N. MINGALA** hereinafter called the **PROCURING ENTITY** of the one part and **ABOMAR EQUIPMENT SALES CORPORATION** a business entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address 4A Sapphire St., Gemsville Subdivision, Lahug, Cebu City represented by **MR. RAMON C. TIBAYAN** hereinafter called as the **SUPPLIER**.

WHEREAS the Entity invited Bids for the **SUPPLY AND DELIVERY OF FARM MACHINERIES/EQUIPMENT (PCC-GENE POOL)** and has accepted the Bid by the Supplier in the amount of PESOS: **Three Million Five Hundred Eighty Thousand Pesos (P 3,580,000.00)** called as the "Contract Price".

Item No.	Qty	Unit	Item Description	Price Offered (Unit Cost)	Price Offered (Total Cost)	End User
1	1	unit	Corn (Maize) Harvester (Independent Maize Chopper)	P 1,790,000.00	P 1,790,000.00	PCC-GP
2	1	Unit	1 unit TMR Machine (Horizontal Feed Mixer Wagon)	P 1,790,000.00	P 1,790,000.00	PCC- GP
TOTAL (P)					P 3,580,000.00	

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) Bid Form and the Price Schedule submitted by the Bidder;
 - (b) Schedule of Requirements;
 - (c) Technical Specifications;
 - (d) General Conditions of Contract;
 - (e) Special Conditions of Contract; and
 - (f) Entity's Notification of Award.

3. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER** as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and

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