 Republic of the Philippines Department of Agriculture Philippine Center for Postharvest Development and Mechanization Science City of Muñoz, Nueva Ecija, Philippines www.philmech.gov.ph				Serial No. : _____ Date : _____ Fund Cluster : _____			
BUDGET UTILIZATION REQUEST AND STATUS							
Payee	Visayan Northstar Enterprises						
Office							
Address	AWGI Building, Crossing Marigondon, Lapu-Lapu City, Cebu						
Responsibility Center	Particulars		MFO/PAP	UACS Object Code	Amount		
CL1	SUPPLY OF LABOR AND MATERIALS FOR THE DESIGN, FABRICATION, DELIVERY AND ON-SITE INSTALLATION, TESTING AND COMMISSIONING OF EQUIPMENT AND MACHINERIES OF 1 SET VIRGIN COCONUT OIL PROCESSING CENTER IN POBLACION 3, TAGBILARAN CITY, BOHOL LOT 8 (PHilMech-CTF-23-09-21)				9,965,158.00		
Total					9,965,158.00		
A. Certified: Charges to appropriation/budget are necessary, lawful and under my direct supervision; and supporting documents valid, proper and legal Signature: _____ Printed Name: DIONISIO G. ALVINDIA, Ph.D. Position: Director IV Date: _____ Chief, Division			B. Certified: Budget available and utilized for the purpose/adjustment necessary as indicated above Signature: _____ Printed Name: MILDRED R. DIZO Position: Acting Chief, FD Date: _____				
C. STATUS OF OBLIGATION							
Reference			Amount				
Date	Particulars	BURS/JEV/RCI/RADA/RTRA No.	Utilization	Payable	Payment	Balance	
			(a)	(b)	(c)	Not Yet Due (a-b)	Due and Demandable (b-c)

**CONTRACT SUPPLY OF LABOR AND MATERIALS FOR THE DESIGN, FABRICATION, DELIVERY AND ON-SITE INSTALLATION, TESTING AND COMMISSIONING OF EQUIPMENT AND MACHINERIES OF 1 SET VIRGIN COCONUT OIL PROCESSING CENTER IN POBLACION 3, TAGBILARAN CITY, BOHOL
LOT 8
(PHilMech-CTF-23-09-21)**

THIS AGREEMENT made the DEC 04 day of Dec 2023 between **PHILIPPINE CENTER FOR POSTHARVEST DEVELOPMENT AND MECHANIZATION (PHilMech)** of the Philippines (hereinafter called "the Entity") of the one part and **Visayan Northstar Enterprises of AWGI Building, Crossing Marigondon, Lapu-Lapu City, Cebu** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly "Supply of Labor and Materials for the Design, Fabrication, Delivery and On-Site Installation, Testing and Commissioning of Equipment and Machineries of 1 Set Virgin Coconut Oil Processing Center in Poblacion 3, Tagbilaran City, Bohol, Lot 8" and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *Nine Million Nine Hundred Sixty Five Thousand One Hundred Fifty Eight Pesos and 00/100 only (Php 9,965,158.00)* (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 *Nine Million Nine Hundred Sixty Five Thousand One Hundred Fifty Eight Pesos and 00/100 only (Php 9,965,158.00)* or such other sums as may be ascertained, **Visayan Northstar Enterprises** agrees to **Supply Labor and**

Materials for the Design, Fabrication, Delivery and On-Site Installation, Testing and Commissioning of Equipment and Machineries of 1 Set Virgin Coconut Oil Processing Center in Poblacion 3, Tagbilaran City, Bohol in accordance with his/her/its Bid.

4. The **PHILIPPINE CENTER FOR POSTHARVEST DEVELOPMENT AND MECHANIZATION (PHilMech)** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

For the **Entity**:


DIONISIO G. ALVINDIA, Ph.D.
Director IV, PHilMech

For the **Supplier**:


MS. IMMACULATE CONCEPCION B. FUA
Proprietor
Visayan Northstar Enterprises

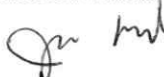
In the presence of:


NELSON C. SANTIAGO, Ph.D.
Chairperson, BAC


ENGR. RAYMUND JOSEPH P. MACARANAS
Vice Chairperson, BAC

CERTIFIED FUNDS AVAILABLE:


MILDRED R. DIZO
Acting Division Chief, Finance Division



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

Municipality/City of _____

Province of CEBU CITY

BEFORE ME, this DEC 04 2023 day of CEBU CITY, 2023 in the CEBU CITY, Philippines, Personally appeared:

DIONISIO G. ALVINDIA, Ph.D., in his capacity as **Director IV** of the **PHilMech** with ID No. _____

AND

MS. IMMACULATE CONCEPCION B. FUA, in his/her capacity as **Proprietor** of **Visayan Northstar Enterprises** with PASSPORT P6710993A, known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their voluntary act and deed and of the agencies they represent.

This instrument, consisting of three (3) pages, including the page on which this acknowledgment is written, has been signed by the parties hereto and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year and place above written.

Notary Public _____

Until Dec. 31, 2023

PTR No. _____

Issued at _____

On _____

Doc. No. 345

Page No. 70

Book No. 13

Series of 2023

FMB
ATTY. FAITH MARIE N. BORDEN
Notary Public for Cebu City
Notarial Commission No. 017-20 until December 31, 2023
9-D Jakosalem Street, Cebu City
Roll of Attorneys No. 72406
IBP No. OR257726 / January 02, 2023 / Cebu
PTR No. 2291393 / January 03, 2023 / Cebu City
MCLE Exemption No. VII-BEP004192 until April 14, 2025
atty.fmborden@gmail.com / fmborden@bafitlaw.com