

**CONTRACT AGREEMENT FOR THE SUPPLY, HANDLING, TRANSPORT AND DELIVERY
OF 13,000 PIECES BAYBAY TALL COCONUT SEEDLINGS UNDER RA 8048 FUND**

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** entered into this **08 JAN 2025** day of _____ 2025, by and between:

PHILIPPINE COCONUT AUTHORITY REGIONS III and IV-B, a government owned and controlled corporation created and existing under P.D. 1468, as amended, with office address at 2F Guest House Bldg., PCA Compound, Elliptical Road, Diliman, Quezon City and herein represented by its **Regional Manager DENNIS D. ANDRES**, hereinafter referred to as the "**PCA**".

-and-

GEZILLE AVERION AGRICULTURAL SUPPLIES, a corporation under the laws of the Republic of the Philippines with business office at Sitio Baloc, San Ignacio, San Pablo City, Laguna represented by its Proprietress **MS. GEZILLE D. AVERION** hereinafter referred to as the "**SUPPLIER**".

WITNESSETH:

WHEREAS, the PCA conducted an advertised public bidding for the Supply, Handling, Transport and Delivery of 13,000 pieces Baybay Tall Coconut Seedlings under RA 8048 FUND of the Philippine Coconut Authority;

WHEREAS, in the tender and opening of bids, the offer of **GEZILLE AVERION AGRICULTURAL SUPPLIES** hereinafter referred to as "**SUPPLIER**", was evaluated as the Single Calculated and Responsive Bid for subject procurement in the amount of **ONE MILLION ONE HUNDRED FIVE THOUSAND PESOS (PHP1,105,000.00)**, herein referred to as "**CONTRACT PRICE**":

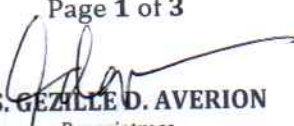
WHEREAS, the Supply, Handling, Transport and Delivery of the aforementioned goods was awarded to **GEZILLE AVERION AGRICULTURAL SUPPLIES** as the single calculated and responsive bidder.


NOW THEREFORE, premises considered, the parties hereto have mutually agreed as follows:

1. In this agreement words and expressions shall have the same meanings as respectively assigned to them in Paragraph 1 of the General Conditions of the Contract.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - i. Philippine Bidding Documents (PBDs);
 - ii. Schedule of Requirements;
 - iii. Technical Specifications;
 - iv. General and Special Conditions of Contract; and

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MR. DENNIS D. ANDRES
Regional Manager III
PCA Regions III and IV-B


MS. GEZILLE D. AVERION
Proprietress
Gezille Averion Agricultural Supplies


MS. MARIA LYNN A. MONDEJAR
Administrative Officer V
PCA Regions III and IV-B

- 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 annex "A" and annex "B", 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 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 of the payment of the contract price or part thereof by the PCA respectively as the authorized paying agency, the supplier hereby covenants with PCA to provide the goods and to remedy all defects therein in conformity with the required specifications in annex "D" and in all defects and deficiencies in the delivered goods in terms of quality shall be corrected by the supplier immediately to commence not later than ten (10) days upon receipt of notice of defects from PCA. The replacement of deficient quantities shall be delivered to the designated location duly covered by replacement delivery invoice which shall be duly received by PCA authorized accountable personnel.
4. The SUPPLIER agrees to furnish the PCA all such documents, data and information as may be necessary arising from the delivery and receipts of the goods by the PCA or its duly authorized representatives as may be required by PCA, for purposes of monitoring and ensuring deliveries and acceptance have been complied with in accordance with the provision of the terms and conditions of the contract to the satisfaction of all parties and to facilitate the timely payments of the contract price or part thereof due and demandable thereon.
5. The PCA hereby covenants to pay the SUPPLIER the Contract Price or part thereof, or such other sums as may become payable upon faithful compliance with the terms and conditions and in the manner prescribed by this contract agreement.

If the supplier fails to satisfactorily deliver any or all of the Goods within the delivery period specified in the Schedule of Requirements herein attached as Annex "C", from receipt of Notice to Proceed, inclusive of duly granted time extensions, if any, the PCA shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages for every day of delay, at least equal to one-tenth of one percent (0.10%) of the cost of delivered

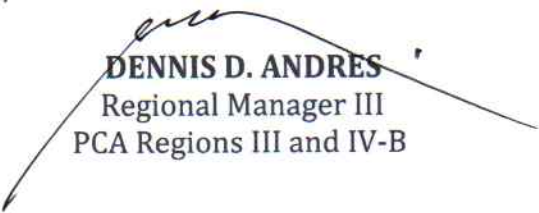
price of delayed Goods or part thereof of delay until actual delivery. Once the maximum, amounting to ten percent (10%) of the Contract Price, is reached, the PCA shall rescind the contract, without prejudice to other courses of action and remedies open to it.

IN WITNESS HEREOF, 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.

PHILIPPINE COCONUT AUTHORITY

GEZILLE AVERION AGRICULTURAL
SUPPLIES


By:

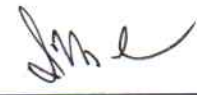

DENNIS D. ANDRES
Regional Manager III
PCA Regions III and IV-B

By:


GEZILLE D. AVERION
Proprietress

SIGNED IN THE PRESENCE OF:


MARIA LYNN A. MONDEJAR
Administrative Officer V
PCA Regions III and IV-B



ACKNOWLEDGMENT


Republic of the Philippines)

QUEZON CITY S.S.

BEFORE ME, as Notary Public for and in QUEZON CITY, personally appeared **DENNIS D. ANDRES**, Regional Manager III and authorized representative of the Philippine Coconut Authority - Regions III and IV-B, with ID No. _____ and **GEZILLE D. AVERION**, Proprietress of GEZILLE AVERION AGRICULTURAL SUPPLIES with ID No. _____, both known to me and to me known as the same persons who execute the foregoing Contract Agreement for the Supply, Handling, Transport and Delivery of 13,000 Pieces Baybay Tall Coconut Seedlings under RA 8048 Fund and they acknowledged to me that the same is free and voluntary act and deed of the principals they respectively represents.

08 JAN 2025
WITNESS MY HAND AND SEAL this _____ day of _____ 2025.

Doc. No. 57;
Page No. 12;
Book No. 1;
Series of 2025.


ATTY. WILLIAM M. AY-AY, C.P.A.
NOTARY PUBLIC
IBP No. 423304/01-16-2024, Quezon City
PTR No. 56025644/01-16-2024, Quezon City
MCLE Compliance: VIII March 2025
Roll No. 8476-10
Adm. Matter No. NP-4517/2023-2024

Notary Public