

**CONTRACT AGREEMENT FOR THE "SUPPLY, HANDLING, TRANSPORT AND DELIVERY
OF 195,000 PCS BAYBAY TALL VARIETY COCONUT SEEDNUTS UNDER THE MASSIVE
COCONUT PLANTING PROJECT (MCP) - PCPP OPTION I CY 2025"**

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** entered into this 31 day of MARCH 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-

ANDRADE AGRI INDUSTRIAL PRODUCTS INC., a corporation under the laws of the Republic of the Philippines with business office at Sto. Niño St., Burauen, Leyte represented by its Proprietress **MR. RYAN PAUL A. ANDRADE** hereinafter referred to as the "**SUPPLIER**".

WITNESSETH:

WHEREAS, the PCA conducted an advertised public bidding for the "Supply, Handling, Transport and Delivery of 195,000 pcs Baybay Tall Variety Coconut Seednuts under the Massive Coconut Planting Project (MCP) - PCPP Option I CY 2025" of the Philippine Coconut Authority;

WHEREAS, in the tender and opening of bids, the offer of ANDRADE AGRI INDUSTRIAL PRODUCTS INC. hereinafter referred to as "**SUPPLIER**", was evaluated as the Single Calculated and Responsive Bid for subject procurement in the amount of **SEVEN MILLION SEVEN HUNDRED NINETY THOUSAND TWO HUNDRED FIFTY PESOS (Php7,790,250.00)**, herein referred to as "**CONTRACT PRICE**":

WHEREAS, the Supply, Handling, Transport and Delivery of the aforementioned goods was awarded to ANDRADE AGRI INDUSTRIAL PRODUCTS INC. 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);

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

MR. RYAN PAUL A. ANDRADE
Owner
Andrade Agri Industrial Products Inc.

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

- 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 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 fifteen (15) 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

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

MR. RYAN PAUL A. ANDRADE
Owner
Andrade Agri Industrial Products Inc.


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

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.

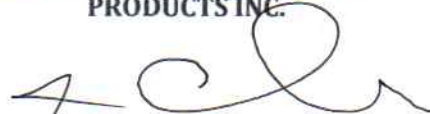
PHILIPPINE COCONUT AUTHORITY

By:



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

**ANDRADE AGRI INDUSTRIAL
PRODUCTS INC.**

By:


MR. RYAN PAUL A. ANDRADE
Owner

SIGNED IN THE PRESENCE OF:


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

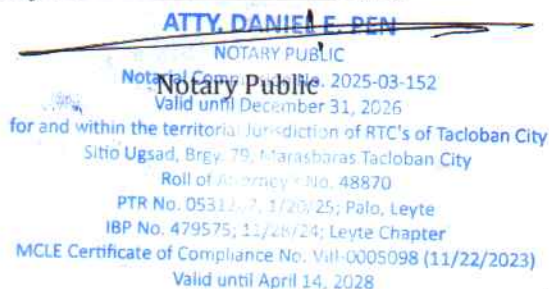
ACKNOWLEDGMENT

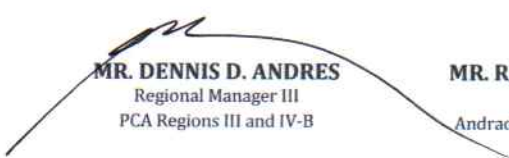
Republic of the Philippines)
_____) s.s.

BEFORE ME, as Notary Public for and in _____, personally appeared **DENNIS D. ANDRES**, Regional Manager III and authorized representative of the Philippine Coconut Authority Regions III and IV-B, with ID No. 128-1 and **MR. RYAN PAUL A. ANDRADE**, Owner of ANDRADE AGRI INDUSTRIAL PRODUCTS INC. with ID No. 245-746-692-00000, 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.

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

Doc. No. 248;
Page No. 50;
Book No. LXX;
Series of 2025.


ATTY. DANIEL E. PEN
NOTARY PUBLIC
Notary Public No. 2025-03-152
Valid until December 31, 2026
for and within the territorial Jurisdiction of RTC's of Tacloban City
Sitio Ugsad, Brgy. 79, Marashoras Tacloban City
Roll of Attorney No. 48870
PTR No. 05312, 7, 3/20/25; Palo, Leyte
IBP No. 479575; 11/26/24; Leyte Chapter
MCLE Certificate of Compliance No. VIII-0005098 (11/22/2023)
Valid until April 14, 2028


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

MR. RYAN PAUL A. ANDRADE
Owner
Andrade Agri Industrial Products Inc.


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