

**CONTRACT AGREEMENT FOR THE "SUPPLY, HANDLING, TRANSPORT & DELIVERY OF
1,074 BAGS AMMONIUM SULFATE AND 966 BAGS POTASSIUM CHLORIDE UNDER
CY 2024 OIL PALM AND CY 2025 PRLC-SEEDFARM, OIL PALM & CFIDP FUNDS"
LOT 1 (232 BAGS AMMONIUM SULFATE & 301 BAGS POTASSIUM CHLORIDE)**

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** entered into this 21 MAY 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-

YCC ENTERPRISE, OPC., a corporation under the laws of the Republic of the Philippines with business office at NAR Building, San Isidro, Cabanatuan City, Nueva Ecija represented by its Authorized Representative, **JAYSON JAMES T. DE JESUS** hereinafter referred to as the "**SUPPLIER**".

WITNESSETH:

WHEREAS, the PCA conducted an advertised public bidding for the "SUPPLY, HANDLING, TRANSPORT & DELIVERY OF 1,074 BAGS AMMONIUM SULFATE AND 966 BAGS POTASSIUM CHLORIDE UNDER CY 2024 OIL PALM AND CY 2025 PRLC-SEEDFARM, OIL PALM & CFIDP FUNDS" - LOT 1 (232 bags Ammonium Sulfate & 301 bags Potassium Chloride);

WHEREAS, in the tender and opening of bids, the offer of the SUPPLIER was evaluated as the Single Calculated and Responsive Bid for subject procurement in the amount of **Eight Hundred Eighteen Thousand Three Hundred Twenty-Four Pesos (Php818,324.00)**, herein referred to as "**CONTRACT PRICE**";

WHEREAS, the Supply, Handling, Transport and Delivery of the aforementioned goods was awarded to YCC ENTERPRISE, OPC. 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

Page 1 of 3

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

JAYSON JAMES T. DE JESUS
Authorized Representative
YCC Enterprise, OPC.

PRINCESS CLAIRE S. ABING
Project Development Officer III
PCA Regions III and IV-B

- v. Supplemental or Bid Bulletins, if any
 - vi. 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;
 - vii. Performance Security;
 - viii. Notice of Award of Contract; and Bidder's conforme thereto; and
 - ix. 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) calendar 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 deduct as liquidated damages for every day of delay, equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods or part thereof of delay until such goods are finally delivered and accepted by PCA. Such amount shall be deducted from any money due, or which may become due to the SUPPLIER, or collected from performance securities or warranties posted by the SUPPLIER. Once the total sum of

liquidated damages reach ten percent (10%) of the total Contract Price, the PCA shall rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid, without prejudice to other courses of action and remedies open to it.

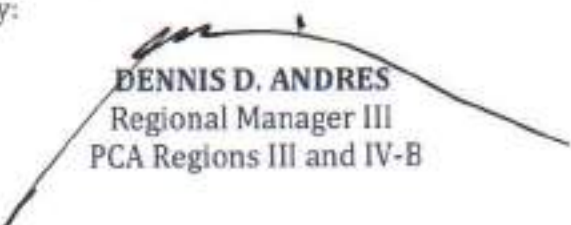
IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


PHILIPPINE COCONUT AUTHORITY

YCC ENTERPRISE, OPC.

By:

By:


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


JAYSON JAMES T. DE JESUS
Authorized Representative

SIGNED IN THE PRESENCE OF:


PRINCESS CLAIRE S. ABING
Project Development Officer III
PCA Regions III and IV-B


ROBERTO A. TING

ACKNOWLEDGMENT

Republic of the Philippines)
CABANATUAN CITY, S.S.

CABANATUAN CITY

BEFORE ME, as Notary Public for and in CABANATUAN CITY, personally appeared **MR. DENNIS D. ANDRES**, Regional Manager III and authorized representative of the Philippine Coconut Authority Regions III and IV-B, with ID No. 132-1 and **MR. JAYSON JAMES T. DE JESUS**, Authorized Representative of YCC ENTERPRISE, OPC., 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 & DELIVERY OF 1,074 BAGS AMMONIUM SULFATE AND 966 BAGS POTASSIUM CHLORIDE UNDER CY 2024 OIL PALM AND CY 2025 PRLC-SEEDFARM, OIL PALM & CFIDP FUNDS - LOT 1 (232 bags Ammonium Sulfate & 301 bags Potassium Chloride) 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 MAY 21 2025 2025.

Notary Public

Doc. No. 351 ;
Page No. 72 ;
Book No. 8 ;
Series of 2025.

ATTY. BERTRAND RUSSELL C. DYSANGCO
NOTARY PUBLIC
Valid Until December 31, 2026
PTR NO. CBN-1932210/12-13-24
IBP NO. 49247/01-02-25
Roll Of Attorneys No. 77099/05-06-2022
MCLE COMPLIANCE NO. VIII-00000000
CABANATUAN CITY, NUEVA ECIJA
NOTARIAL COMM. NO. 39-2024-AF