

**CONTRACT AGREEMENT FOR THE DESIGN, SUPPLY, DELIVERY,
CONSTRUCTION AND INSTALLATION OF SOLAR POWERED IRRIGATION
SYSTEM (SPIS) IN AURORA PROVINCE COCONUT DEVELOPMENT CENTER
(APCDC), DIBARAYBAY, DINALUNGAN, AURORA
UNDER THE CFIDP-HSP CY 2024**

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** entered into this 03 DEC 2024 day of _____ 2024, by and between:
PHILIPPINE COCONUT AUTHORITY REGIONS III and IVB, 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-

POWER 4 ALL INC. a corporation under the laws of the Republic of the Philippines
with business office at 7/F Unit 706 West Wing, Estancia Offices, Meralco Ave., Capitol
Commons, Oranbo, Pasig City represented by its Authorized Representative **MR.
JOSELL O. VALENTON** hereinafter referred to as the “**CONTRACTOR**”.

WITNESSETH:

WHEREAS, the PCA conducted an advertised public bidding for the Design, Supply, Delivery,
Construction and Installation of Solar Powered Irrigation System (SPIS) in Aurora Province
Coconut Development Center (APCDC), Dibaraybay, Dinalungan, Aurora under the CFIDP-HSP
CY 2024 of the Philippine Coconut Authority;

WHEREAS, in the tender and opening of bids, the offer of Power 4 All Inc. hereinafter referred
to as “**CONTRACTOR**”, was evaluated as the Single Calculated and Responsive Bid for subject
procurement in the amount of **FOUR MILLION FIVE HUNDRED THOUSAND PESOS (PhP
4,500,000.00)**, herein referred to as “contract price”:

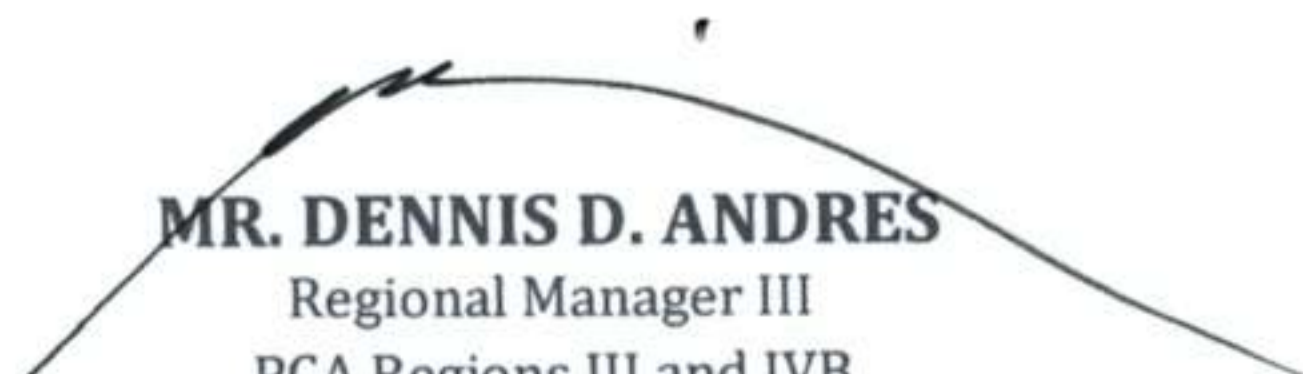
WHEREAS, the Design, Supply, Delivery, Construction and Installation of the aforementioned
services was awarded to **POWER 4 ALL INC.** as the single calculated and responsive bid.

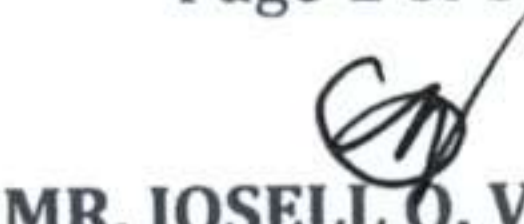
NOW THEREFORE, premises considered, the parties hereto have mutually agreed as follows:

1. In this agreement words and expressions shall have the same meanings as are
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);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any

Marlon B. Lobo

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MR. DENNIS D. ANDRES
Regional Manager III
PCA Regions III and IVB


MR. JOSELL O. VALENTON
Authorized Representative
Power 4 All Inc.


MS. MARIA LYNN A. MONDEJAR
Administrative Officer V
PCA Regions III and IVB

- 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 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 sum of **Four Million Five Hundred Thousand Pesos (PhP 4,500,000.00)**, or such other sums as may be ascertained, **POWER 4 ALL INC.** agrees to provide the **Design, Supply, Delivery, Construction and Installation of Solar Powered Irrigation System (SPIS) in Aurora Province Coconut Development Center (APCDC), Dibaraybay, Dinalungan, Aurora** in accordance with its Bid.

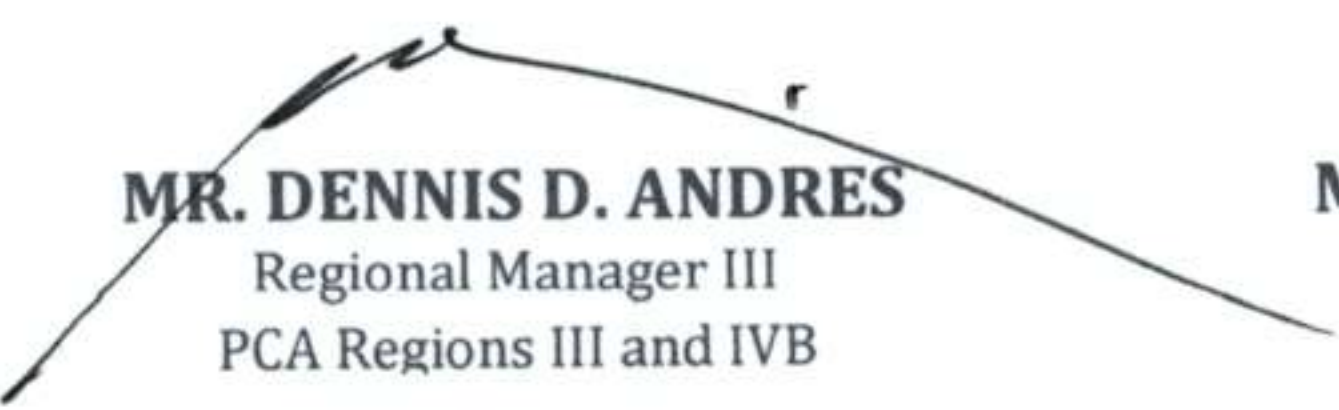
4. The CONTRACTOR shall be fully responsible for the timely delivery of the aforementioned infrastructure project upon acceptance of Notice to Proceed (NTP) at the specified site as stated in the Terms of Reference of the Bidding documents.


5. The CONTRACTOR agrees to furnish the PCA all such documents, data and information as may be necessary arising from the delivery and receipts of the services 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.

6. The PCA hereby covenants to pay the CONTRACTOR 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.

7. If the CONTRACTOR fails to satisfactorily complete the work within the specified contract time in the Terms of Reference, from receipt of Notice to Proceed, inclusive of duly granted time extensions, if any, the CONTRACTOR shall pay the PCA for liquidated damages, and not by way of penalty, an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the undelivered/unperformed portion of the items/works for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the PCA shall rescind or terminate the contract, without prejudice to other courses of action and remedies open to it.

Marlon B. Lobo


MR. DENNIS D. ANDRES
Regional Manager III
PCA Regions III and IVB


MR. JOSELL A. VALENTON
Authorized Representative
Power 4 All Inc.

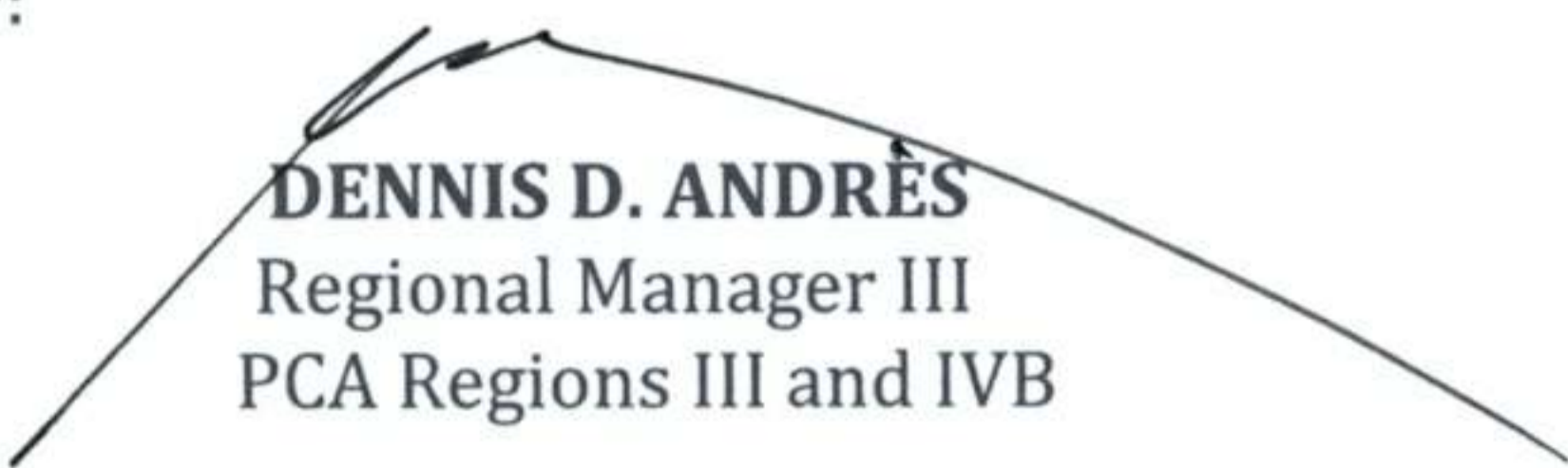

MS. MARIA LYNN A. MONDEJAR
Administrative Officer V
PCA Regions III and IVB

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

POWER 4 ALL INC.


By:



DENNIS D. ANDRES
Regional Manager III
PCA Regions III and IVB

By:


JOSELL O. VALENTON
Authorized Representative

SIGNED IN THE PRESENCE OF:


MARIA LYNN A. MONDEJAR
Administrative Officer V
PCA Regions III and IVB


Marlon B. Lobo

ACKNOWLEDGMENT

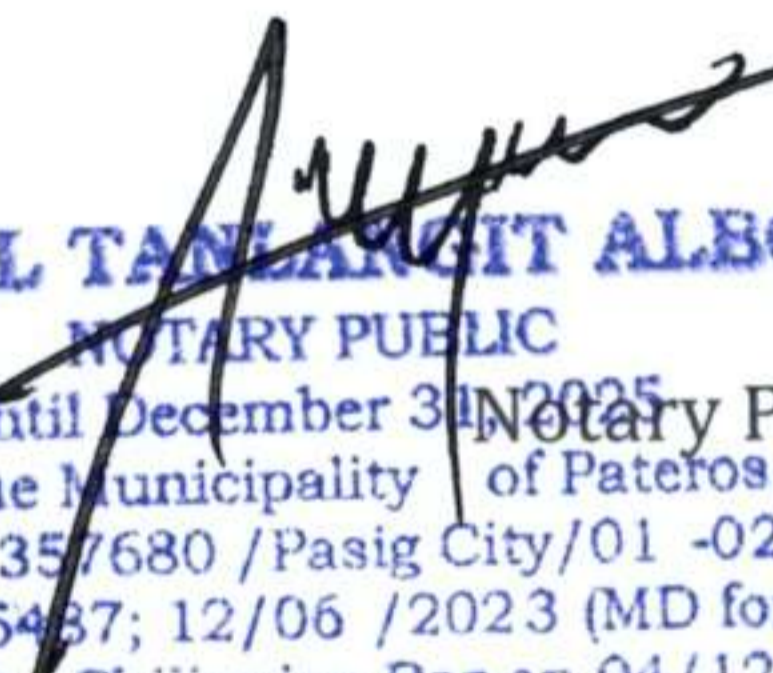
Republic of the Philippines)
PASIG CITY) s.s.

PASIG CITY

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 IVB, with ID No. _____ and **JOSELL O. VALENTON** authorized representative of Power 4 All Inc. with ID No. _____, both known to me and to me known as the same persons who execute the foregoing Contract Agreement for the Design, Supply, Delivery, Construction and Installation of Solar Powered Irrigation System (SPIS) in Aurora Province Coconut Development Center (APCDC), Dibaraybay, Dinalungan, Aurora under the CFIDP-HSP CY 2024 Funds 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 **03 DEC 2024** day of _____ 20____.

Doc.No. 752;
Page No. 71;
Book No. X500;
Series of 20 24.


ATTY. NEIL TANLANGIT ALBOPEKA
NOTARY PUBLIC
Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357680 / Pasig City/01 -02-2024
IBP No. 325437; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242 -007-260-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 0977 -634-4229