

**CONTRACT AGREEMENT FOR THE SUPPLY, HANDLING, TRANSPORT AND DELIVERY OF
413 BAGS AMMONIUM SULFATE, 578 BAGS POTASSIUM CHLORIDE AND 3,301 PACKS
SOIL-BASED BIOFERTILIZER**

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** entered into this 19th day of October, 2023, by and between:

PHILIPPINE COCONUT AUTHORITY, a government owned and controlled corporation created and existing under P.D. 1468, as amended, with principal office at PCA-Region IX, Regional Government Center, Barangay Balintawak, Pagadian City, Zamboanga del Sur, and herein represented by its Regional Manager III, **FERDINAND D. ACAYLAR**, hereinafter referred to as the "**PCA**".

and

CAYONA-TALENTO NURSERY AND AGRI-SUPPLY, a private corporation duly registered with the Security and Exchange Commission, with principal address at Brgy. Paco 116, Kidapawan City and herein represented by its Authorized Representative, **JENNIFER A. PABILLARAN**, hereinafter referred to as the "**SUPPLIER**".

WITNESSETH:

WHEREAS, the PCA advertised and conducted Competitive Bidding for the Supply, Handling, Transport and Delivery of 413 bags Ammonium Sulfate (21-0-0), 578 bags Potassium Chloride and 3,301 packs Soil-based Biofertilizer;

WHEREAS, in the tender and opening of bids, the offer of CAYONA-TALENTO NURSERY AND AGRI-SUPPLY hereinafter referred to as "**SUPPLIER**", was evaluated as the single calculated and responsive bid for the Supply, Handling, Transport and Delivery of 413 bags Ammonium Sulfate (21-0-0), 578 bags Potassium Chloride and 3,301 packs Soil-based Biofertilizer with the amount of **THREE MILLION THREE HUNDRED NINE THOUSAND THREE HUNDRED FORTY THREE PESOS AND EIGHTY CENTAVO (Php3,309,343.80)**, hereinafter called the "**CONTRACT PRICE**";

WHEREAS, the Contract Agreement for the Supply, Handling, Transport and Delivery of the aforementioned goods was awarded to **CAYONA-TALENTO NURSERY AND AGRI-SUPPLY** 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 meaning as are respectfully assigned to them in Paragraph 1 (1.1, 1-n) of the General Conditions of Contract.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- | | |
|---|-------------|
| a. Bid Form and Price Schedule submitted by the Bidder | - Annex "A" |
| b. Conformity to the Schedule of Requirements and Technical Specification | - Annex "B" |
| c. Schedule of Requirements | - Annex "C" |
| d. Required Technical Specifications | - Annex "D" |
| e. The General Conditions of the Contract | - Annex "E" |
| f. The Special Conditions of the Contract | - Annex "F" |
| g. The Entity's Notification of Award | - Annex "G" |
| h. Performance Security | - Annex "H" |
| i. Eligibility/Technical Documents | - Annex "I" |
| j. Board Resolution No. _____ | - Annex "J" |

3. In consideration of the payments of the Contract Price or part thereof by the PCA as the authorize paying agency, the SUPPLIER hereby covenants with PCA to provide the GOODS in condition and with quality and to remedy any and all defects therein in conformity with the Required Specifications and in all respects with the provisions of the Agreement.

For this purpose, all defects and deficiencies in the delivered goods in terms of quality, volume and conformity with required specifications shall be reported by PCA authorize receiving personnel within five (5) days from final delivery. The same shall be corrected by the SUPPLIER immediately to commence not later than five (5) days upon receipt of Notice of Defects from PCA. The replacement of deficient qualities or quantities shall be delivered to the designated drop-off points duly covered by replacement delivery invoice which shall be duly received by an accountable PCA authorized personnel.

4. The transfer or change of allocation/s from one drop-off point to another and any change or variation in the scope of services shall not be executed by the SUPPLIER without prior approval and written endorsement of the Regional Manager of PCA Region IX or his representative to the SUPPLIER.
5. SUPPLIER shall deliver all of the goods within sixty (60) calendar days after receipt of the notice to proceed.
6. SUPPLIER agrees to furnish the PCA all such documents, data and information as may be necessary that may arise from the delivery and receipts of the goods as may be required by PCA, for the purpose of monitoring and ensuring that deliveries and acceptance have been complied with in accordance with the provision of the terms and conditions of the Agreement to the satisfaction of all parties and to facilitate the timely payments of the Contract Price or part thereof due and demandable thereon.
7. The PCA hereby covenants to pay the SUPPLIER the Contract Price or part thereof, or such sum as may become payable upon faithful compliance with the terms and conditions and in the manner prescribed by the Agreement.
8. The SUPPLIER shall be entirely responsible for all the necessary taxes, stamp duties, license fees and other such levies imposed for the completion of the Contract.
9. Progress payment shall be allowed. The SUPPLIER shall submit request/s for payment, in writing, accompanied by an invoice describing, as appropriate, the GOODS to be delivered, and other documents as may be required, and upon fulfillment of other obligations stipulated in the contract for the payments of the Contract Price. Payments shall be made promptly, but in no case later than sixty (60) days upon submission of the required documents. Progress payments shall also be allowed provided the abovementioned requirements are met.
10. 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 the 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 the 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.
11. The SUPPLIER warrants that the GOODS are free from any defects. PCA, in coordination with appropriate government agency shall inspect the GOODS upon delivery, and those that do not conform to the standard shall be immediately replaced. The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The special bank guarantee must be contract specific, that is, it shall be executed for the special purpose of covering the warranty for the

subject procurement contract. After the lapse of the minimum period, the PCA shall release the retention money or special bank guarantee. The warranty shall only be released after the lapse of the warranty period, provided that the goods supplied are free patent and latent defects and all the conditions imposed under the contract have been fully met.

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.

PHILIPPINE COCONUT AUTHORITY

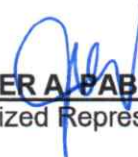
By:



FERDINAND D. ACAYLAR
Regional Manager III


**CAYONA-TALENTO NURSERY AND
AGRI-SUPPLY**

By:



JENNIFER A. PABILLARAN
Authorized Representative

SIGNED IN THE PRESENCE OF:


JOHN PAUL B. LAGOD
CHP- Focal Person


Notary Public

ACKNOWLEDGMENT

Republic of the Philippines)s.s.
PAGADIAN CITY

OCT 19 2023

Before me, a Notary Public, on this _____ day of _____ 20____ in PAGADIAN CITY City,
personally appeared:

Name	Com. Tax cert. No./ID No.	Date and Place of Issue
FERDINAND D. ACAYLAR	<u>PIC 0129-0138-2478-0596</u>	<u>01/31/2023</u>
JENNIFER A. PABILLARAN	<u>License No. 102-21-006-143</u>	_____

Known to me to be the same persons who executed the foregoing instrument and acknowledged that the same is their own free will and voluntary acts and deeds and that of the entities they represent for the purpose herein above set forth.

This instrument consists of three (3) pages signed by the parties concerned and their instrumental witness in every page thereof.

IN WITNESS WHEREOF, I hereunto set my hand and my Notarial Seal at the place and date first above written.

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NOTARY PUBLIC
Commission No. 213-2k22
Appointment Valid Until Dec. 31, 2023
Attorney's Roll No. 82290
PTR No. 3843435-7/12/2023
IBP No. 218232-05/29/2022