

**CONTRACT AGREEMENT FOR THE SUPPLY, HANDLING, TRANSPORT AND DELIVERY OF 5,382 PIECES
OIL PALM SEEDLINGS – 2023 OIL PALM**

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** is executed this ____ day of _____ 20_____, by and between:

PHILIPPINE COCONUT AUTHORITY a government-owned and controlled corporation created and existing under P.D. 1468, as amended, with office address at PCA Complex, Bago Oshiro, Tugbok District, Davao City, and herein represented by its **Regional Manager III JUVY T. ALAYON.**, hereinafter referred to as the “**PCA**”.

and

KILAMBAY FARMS AGRI BUY N’ SELL, a private company duly registered and existing under the laws of the Republic of the Philippines with business office at Sayre Highway, Brgy Poblacion, Carmen, North Cotabato, represented by **JERRY JOHN M. TARAY**, herein referred to as the “**SUPPLIER**”.

WITNESSETH:

WHEREAS, the PCA conducted an advertised public bidding for the Supply, Handling, Transport and Delivery of 5,382 pieces of Oil Palm Seedlings for the PCA Region XI under the Smallholder Oil Palm Development Project (SOPDP) CY 2023.

WHEREAS, in the tender and Opening of Bids, the offer of **KILAMBAY FARMS AGRI BUY N’ SELL**, hereinafter referred to as “**SUPPLIER**”, was evaluated as the **Single** calculated and responsive bid for the subject procurement in the amount of **ONE MILLION SIX HUNDRED FOURTEEN THOUSAND SIX HUNDRED (Php1,614,600.00)** herein referred to as “contract price”:

WHEREAS, the Supply & Delivery of the aforementioned goods/services was awarded to **KILAMBAY FARMS AGRI BUY N’ SELL** as the **single** calculated 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 respectively assigned to them in Paragraph 1 (1.1, 1-n) 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. 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 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 the 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/services 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/services in terms of quality 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 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/services by the PCA or its duly authorized representatives as may be required by PCA, for purposes of monitoring and ensuring the deliveries and acceptance have been complied with in accordance with the provisions 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 parts 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.
6. If the SUPPLIER fails to satisfactorily deliver any or all of the Goods/services 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/services 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:

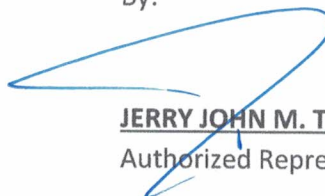


JUVY T. ALAYON

Regional Manager III

KILAMBAY FARMS AGRI BUY N' SELL

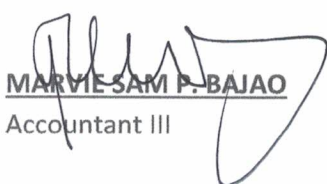
By:



JERRY JOHN M. TARAY

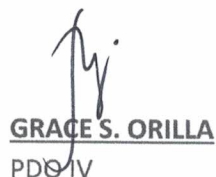
Authorized Representative

SIGNED IN THE PRESENCE OF:



MARVIE SAM P. BAJAO

Accountant III



GRACE S. ORILLA

PDIV

ACKNOWLEDGEMENT

Republic of the Philippines)
Kabacan, Cotabato s.s.

BEFORE ME, a Notary Public, for and in Kabacan, Cotabato, personally appeared **JUVY T. ALAYON, Regional Manager III** and authorized representative of the **Philippine Coconut Authority**, with ID No. **PCA ID: 138-9**, and **JERRY JOHN M. TARAY, authorized representative of Kilambay Farms Agri Buy N' Sell** with ID No. _____, both known to me and to me known as the same persons who executed the foregoing Contract Agreement for the Supply & Delivery of the aforementioned goods/services and they acknowledge to me that the same is free and voluntary act and deed of the principals they respectively present.

WITNESS MY HAND AND SEAL, this _____ day of JUN 13 2023.

REGERICK L. BENITO
Notary Public for the Province of Cotabato

Valid Until December 31, 2023
PTR No. 2081413 / 01-03-23 / Amas, Kidapawan City
IBP O.R. No. 252257 / 12-21-22 / North Cotabato Chapter
Roll No. 46786



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