

CONTRACT AGREEMENT
FOR THE SUPPLY AND DELIVERY OF
836 (50-kg) BAGS COMPLETE AND 836 (50-kg.) BAGS
AMMONIUM SULFATE FERTILIZERS UNDER THE
YRRP COCONUT CORN INTERCROPPING PROJECT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT entered into this 6th day of September 2019, by and between:

Philippines
PHILIPPINE COCONUT AUTHORITY, a government owned and controlled corporation created and existing under P. D. 1468, as amended, with principal office at DA-7 Compound, MES, Maguikay, Mandaue City, and herein represented by its Regional Manager, **TIMOTEO R. LAGO, JR.**, hereinafter referred to as the "PCA".

and

MODERN TIME ENTERPRISES, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines with principal office at Door 1 to 6, SPK Building KM 7, Lanang, Davao City and herein represented by its President, **SO PENG KEE**, hereinafter referred to as the "SUPPLIER".

WITNESSETH:

WHEREAS, the PCA Region VII advertised and conducted a Competitive Bidding for the Supply and Delivery of 836 (50-kg) bags Complete and 836 (50-kg) bags Ammonium Sulfate Fertilizers under the YRRP Coconut Corn Intercropping Project;

[Signature]
WHEREAS, in the tender and opening of bids, the offer of **MODERN TIME ENTERPRISES, INC.** hereinafter referred to as "SUPPLIER", was evaluated as the Single Lowest Calculated Bid for the supply and delivery of 836 (50-kg) bags Complete and 836 (50-kg) bags Ammonium Sulfate Fertilizers in the total amount of **TWO MILLION FIFTY-THREE THOUSAND THREE HUNDRED EIGHTY-THREE PESOS AND 20/100 CENTAVOS (PhP2,053,383.20)**, hereinafter called the "Contract Price";

[Signature]
WHEREAS, the supply and delivery of the aforementioned goods was awarded to **MODERN TIME ENTERPRISES, INC.** as the Single Lowest Calculated Responsive Bidder;

[Signature]
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:
- [Signature]*

- a. Bid Form and Price Schedule submitted by the Bidder - Annex "A"
 - b. Conformity to the Schedule of Requirements and Technical Specifications - 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. RBAC Resolution - Annex "H"
 - i. Performance Security - Annex "I"
3. In consideration of the payments of the Contract Price or part thereof by the PCA as the authorized paying agency, the SUPPLIER hereby covenants with PCA to provide the goods and to remedy any and all defects therein in conformity with the Required Specifications and in all respect with the provisions of the Agreement.

For this purpose, all defects and deficiency in the delivered goods in terms of quality and volume shall be corrected by the supplier immediately to commence not later than five (5) days upon receipt of the 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. Supplier must sit down with PCA (particularly its provincial offices) at least five (5) working days before the start of actual delivery to confirm delivery routes and schedule. Deliveries made beyond the regular office hours (8 AM - 5 PM, Monday to Friday) shall not be accepted. Supplier has to wait for the next working day for the unloading of goods. Deliveries on Saturdays, Sundays and Holidays are not allowed.
5. 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 VII to the SUPPLIER.
6. SUPPLIER agrees to furnish the PCA all such documents, data and information as may be necessary that may arise from the delivery and receipt 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 is not allowed. However, the SUPPLIER may submit a request for advance payment not to exceed fifteen percent (15%) of the total contract price upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank. The irrevocable letter of credit or bank guarantee must be equivalent to the amount of advance payment requested. In claiming payment, the SUPPLIER shall submit request/s in writing accompanied by an invoice describing, as appropriate, the goods delivered in the documents submitted pursuant to the contract, as well as upon inspection and acceptance of the goods by the appropriate Technical and Inspection Committee. Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after the Procuring Entity shall have received the SUPPLIER's written request for payment. If the SUPPLIER opts not to avail of the advance payment scheme, ONE TIME payment shall be made only after contract completion.
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, the applicable rate of one – tenth (1/10) of one percent (1%) 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 shall give the assurance that the GOODS are free from any defects. PCA shall inspect the Goods upon delivery, and those that do not conform to the standard shall be immediately replaced. PCA shall therefore require the SUPPLIER to replace any damaged or underweight bags.

The obligation for the warranty shall cover a minimum period of three (3) months in the form of either retention money in an amount equivalent to at least one percent (1%) of every payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price.

Salomon

[Signature]

P. V.

T. M.

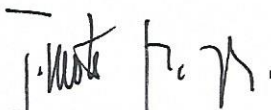
Signature

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 from 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:

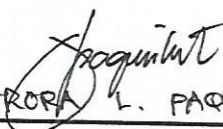

TIMOTEO R. LAGO, JR.
Regional Manager III
PCA ID No 138-5


MODERN TIME ENTERPRISES, INC.

By:


SO PENG KEE
President
CENA 0089-1730895-1

SIGNED IN THE PRESENCE OF:


AURORA L. PACIBOT


LANIE ROSE A. VILLANORA

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

DALAO CITY

BEFORE ME, a Notary Public, this ____ day of SEP 06 2019, 2019
at DALAO CITY, Philippines, personally appeared the following:

NAME	DETAILS OF ID PRESENTED
SO PENG KEE	CRN# 0009-0779878-1

who has successfully proven to me his identity through his identification indicated opposite his name, that he is the same person who executed and voluntarily signed the foregoing Contract Agreement, which he acknowledged before me as his free and voluntary act and deed, that he is acting as the representative/attorney-in-fact of his respective principal, and that he has the authority to sign in such capacity.

The foregoing Contract Agreement consisting of 6 pages, including the page on which this acknowledgment is written has been signed on each and every page thereof by the parties and their instrumental witnesses, with my notarial seal.

WITNESS MY HAND this ____ day of SEP 06 2019, 2019 at DALAO CITY, Philippines.



ATTY. KENNETH L. DABI
Notary Public for Davao City
Expires on December 31, 2020
Serial No. 2019-018-2020
PTR No. 1480544; 12-13-18; D.C. (2019)
BP No. 055063; 11-28-18; D.C. (2019)
Roll of Attorneys No. 47866
Km. 7, Lanang, Davao City

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Mandaue City

BEFORE ME, a Notary Public, this ____ day of 13 SEP 2019, 2019
at Mandaue City, Philippines, personally appeared the following:

NAME	DETAILS OF ID PRESENTED
TIMOTELO R. LAGO, JR.	PCA ID No. 138-5

who has successfully proven to me his identity through his identification indicated opposite his name, that he is the same person who executed and voluntarily signed the foregoing Contract Agreement, which he acknowledged before me as his free and voluntary act and deed, that he is acting as the representative/attorney-in-fact of his respective principal, and that he has the authority to sign in such capacity.

The foregoing Contract Agreement consisting of 6 pages, including the page on which this acknowledgment is written has been signed on each and every page thereof by the parties and their instrumental witnesses, with my notarial seal.

WITNESS MY HAND this ____ day of 13 SEP 2019, 2019 at Mandaue City, Philippines.

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VICTOR ALFONSO O. QUENIAHAN
Notary Public for the City of Mandaue,
Municipality of Zamboanga, Compostela, Cordova
Notary Public No. 13-47 valid until December 2020
615 Zank... Centro, Mandaue City, 032-3451826
PTR NO. MC-0824613, 01/07/2013, MCLE COMP. NO. VI-0014422
IBP NO. 23348103 (GMAU) TIN 106-101-192
ATTY'S ROLL NO. 29446