unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause without prejudice to other courses of action and remedies open to it.

The BUREAU OF AGRCULTURAL RESEARCH agrees to pay the abovementioned sum in accordance with the terms of the Bidding.

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.

VIVENCIO R. MAMARIL, Ph.D.

Director

Bureay of Agricultural Research

MR. NILO SUACILLO

President

Int'l Ipecan Disty Inc.

SIGNED IN THE PRESENCE OF:

Head, Administrative Division

MARIA GRACIA C) DELA CRUZ Business Development Manager

ACKNOWLEDGEMENT