



REPUBLIC OF THE PHILIPPINES

DEPARTMENT OF AGRICULTURE

**PHILIPPINE COCONUT AUTHORITY**

Cebu Regional Office № VII, DA-RFO 7 Cmpd., Maguikay, Mandaue City

TeleFax №: (032) 420-1877 TeleFax №: (032) 232-2843

Email address: pca\_7@yahoo.com

## NOTICE OF AWARD

November 24, 2020

**PENG KEE C. SO**

President

Modern Time Enterprises, Inc.

Door 1 to 6, SPK Building

KM 7, Lanang, DAVAO CITY

SIR:

Please be informed that the bid you submitted in the amount of Seven Million Eight Hundred Five Thousand One Hundred Fifty Pesos (PhP7,805,150.00) for the supply and delivery of 2,775 (50-kg) bags Ammonium Sulfate and 3,700 (50-kg) bags Potassium Chloride under CY 2020 PCA COVID Response Program-Rejuvenation Thru Fertilization Project, is hereby accepted.

You are therefore required to provide within ten (10) calendar days after receipt of this notice a performance security in the amount stipulated in the Instruction to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and the Authority shall enforce the conditions stipulated in the Bid Securing Declaration.

Very truly yours,

**BRENDAN P. TRASMONTE**

Acting Regional Manager

Conformed:

PENG KEE C. SO

Date:

11/24/20 11/25/2020

*A food-secure Philippines with prosperous farmers and fisherfolk*





**CONTRACT AGREEMENT**  
**FOR THE SUPPLY AND DELIVERY OF 2,775 (50-KG) BAGS AMMONIUM**  
**SULFATE AND 3,700 (50-KG) BAGS POTASSIUM CHLORIDE FERTILIZERS**  
**UNDER THE CY 2020 PCA COVID RESPONSE PROGRAM –**  
**REJUVINATION THRU FERTILIZATION PROJECT**

**KNOW ALL MEN BY THESE PRESENTS:**

This **AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between:

**PHILIPPINE COCONUT AUTHORITY**, a government-owned and controlled corporation, created and existing under PD 1468, as amended, with principal office at DA-RFO 7 Compound, MES, Maguikay, Mandaue City and herein represented by Acting Regional Manager III **BRENDAN P. TRASMONTÉ**, 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 address 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**, PCA Region VII advertised and conducted a competitive bidding for the supply and delivery of 2,775 (50-kg.) bags Ammonium Sulfate and 3,700 (50-kg.) bags Potassium Chloride fertilizers under the CY 2020 PCA COVID Response Program – Rejuvenation Thru Fertilization Project;

**WHEREAS**, in the tender and opening of bids, the offer of Modern Time Enterprises, Inc., hereinafter referred to as the "**SUPPLIER**", was evaluated as the Single Lowest Calculated Bid for the supply and delivery of 2,775 (50-kg.) bags Ammonium Sulfate and 3,700 (50-kg.) bags Potassium Chloride to the Provinces of Bohol, Cebu, Negros Oriental and Siquijor with the amount of SEVEN MILLION EIGHT HUNDRED FIVE THOUSAND ONE HUNDRED FIFTY PESOS (PhP7,805,150.00), hereinafter called the "**CONTRACT PRICE**";

**WHEREAS**, the supply and delivery of the aforementioned goods was awarded to **MODERN TIME ENTERPRISES, INC.** as the Single Lowest 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 the 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 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. Performance Security - Annex "H"
  - i. Certificate of Performance Evaluation issued by the Bidder's SLCC Client within 5 years period - Annex "I"
  - j. Notarized Certification of Stock Availability - Annex "J"
  - k. Notarized List of Authorized Representatives in every province - Annex "K"
3. In consideration of the payments of the Contract Price or part thereof by the PCA as the 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 deficiencies 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 a 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 written endorsement of the same by the Regional Manager of the PCA.
- 5. 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 the deliveries and acceptance have been complied with in accordance with the provisions of the terms and conditions of the Agreement to the satisfaction of all parties and to facilitate the timely payment of the Contract Price or part thereof due and demandable thereon.
- 6. 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.
- 7. 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.
- 8. Progress payment is not allowed. The SUPPLIER shall submit request for payment, in writing, accompanied by an invoice describing, as appropriate, the goods delivered, and other documents as may be required, and upon fulfillment of other obligations



stipulated in the Contract for the payment of the Contract Price. Payment shall be made promptly, but in no case later than sixty (60) days upon submission of the required documents.

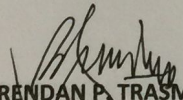
9. If the SUPPLIER fails to satisfactorily deliver any or all of the Goods within the delivery period specified in the Schedule of Requirements herein attached as Annex "C", from receipt of the Notice To Proceed, inclusive of duly granted time extensions, if any, the PCA shall, without prejudice to its 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 (0.1%) of the cost of undelivered goods or part thereof until actual delivery. Once the maximum amount of liquidated damages 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.
10. The SUPPLIER warrants 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.

The obligation for warranty shall be covered by either retention money or special bank guarantee in an amount 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 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:

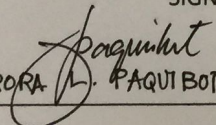
  
**BRENDAN P. TRASMONTE**  
Acting Regional Manager III  
ID No. 149-21

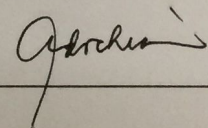
**MODERN TIME ENTERPRISES, INC.**

By:

  
**SO PENG KEE**  
President  
ID No. CRN-0009-0739878-1

SIGNED IN THE PRESENCE OF:

  
**AURORA L. PAQUIBOT**





## ACKNOWLEDGMENT

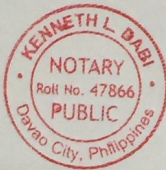
REPUBLIC OF THE PHILIPPINES)  
DAVAO CITY

BEFORE ME, in the DAVAO CITY this DEC 09 2020,  
 2020, personally appeared PENG KEE SO for Modern Time Enterprises, Inc., who has proven and  
 established to me his identity thru the presentation of a competent evidence of identity as  
 indicated below his name on page 3, who is known to me to be the same person who executed  
 the foregoing instrument and acknowledged to me that in entering/signing this Contract  
 Agreement, he is properly authorized by his principal and that he executed this instrument out  
 of his free will and voluntary act and deed as well as that of his principal which he represent.

This Contract Agreement consists of five (5) pages including this page where the  
 acknowledgment is written, signed by the parties and their instrumental witnesses in all pages.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the  
 place and date first above written.

Doc. No. 300;  
 Page No. 61;  
 Book No. 113;  
 Series of 2020



**ATTY. KENNETH L. DABI**  
 Notary Public for Davao City  
 Expires on December 31, 2020  
 Serial No. 2019-016-2020  
 PTR No. 3594003 • 12-16-2019 • D.C.  
 IBP No. 107366 • 01-10-2020 • D.C.  
 Roll of Attorneys No. 47866  
 Km. 0, Lanang, Davao City

*Boaguint*



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
Mandaue City

**BEFORE ME**, in the Mandaue City this 15 day of DEC 15 2020, 2020, personally appeared BRENDAN P. TRASMONTE for Philippine Coconut Authority, Regional Office VII, who has proven and established to me his identity thru the presentation of a competent evidence of identity as indicated below his name on page 3, who is known to me to be the same person who executed the foregoing instrument and acknowledged to me that in entering/signing this Contract Agreement, he is properly authorized by his principal and that he executed this instrument out of his free will and voluntary act and deed as well as that of his principal which he represent.

This Contract Agreement consists of five (5) pages including this page where the acknowledgment is written, signed by the parties and their instrumental witnesses in all pages.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal on the place and date first above written.

Doc. No. 41;  
 Page No. 9;  
 Book No. 102;  
 Series of 2020

VICTOR ALFREDO O. QUENIAHAN  
 NOTARY PUBLIC for the City of Mandaue,  
 Municipalities of Consolacion, Liloan, Compostela, Cordova  
 Notarial Com. No. 2019-47 until December 2020  
 Ellian Tower, Centro, Mandaue City. 032-3451826  
 PTR No. MC-0913183 (01/02/2020), TIN: 106-101-192  
 IBP No. AR29358419 (01/03/2020), ATTY's. Roll No. 29446

*Signature*





REPUBLIC OF THE PHILIPPINES

DEPARTMENT OF AGRICULTURE

**PHILIPPINE COCONUT AUTHORITY**

Cebu Regional Office No VII, DA-RFO 7 Compound, Maguikay, Mandaue City, 6014  
Tel. Nos.: (032) 420-1877 Fax No.: (032) 345-0009  
pca\_7@yahoo.com

## **REGIONAL BIDS AND AWARDS COMMITTEE**

### **RESOLUTION RECOMMENDING AWARD OF CONTRACT TO MODERN TIME ENTERPRISES, INCORPORATED RE: SUPPLY AND DELIVERY OF 2775 BAGS (50-KG) AMMONIUM SULFATE AND 3700 BAGS (50-KG) POTASSIUM CHLORIDE FOR CY 2020 PCA COVID RESPONSE PROGRAM-REJUVENATION THRU FERTILIZATION**

**Resolution No: 2020-0107**

WHEREAS, the Committee conducted the opening of bids for the **Supply and Delivery of 2775 (50-kg) Bags Ammonium Sulfate & 3700 (50-kg) Bags of Potassium Chloride for CY 2020 PCA COVID Response Program-Rejuvenation Thru Fertilization** on October 28, 2020;

WHEREAS, there was only one (1) bidder, Modern Time Enterprises, Incorporated who submitted their bid proposal;

WHEREAS, during the eligibility screening, the said bidder was declared eligible and has a financial bid of PhP7,805,150.00 which is lower than the ABC of PhP7,811,625.00 and was subsequently declared as having the Single Lowest Calculated Bid;

WHEREAS, the results of the post qualification showed that the company has the capacity and capability to deliver the goods being procured;

NOW THEREFORE, the RBAC has resolved, **TO DECLARE MODERN TIME ENTERPRISES, INCORPORATED AS HAVING THE SINGLE LOWEST CALCULATED AND RESPONSIVE BID, FOR THE SUPPLY AND DELIVERY OF 2775 BAGS (50-KG) AMMONIUM SULFATE AND 3700 BAGS (50-KG) POTASSIUM CHLORIDE FOR CY 2020 PCA COVID RESPONSE PROGRAM-REJUVENATION THRU FERTILIZATION AND HEREBY RECOMMENDS THE AWARD OF CONTRACT TO THE SAID SUPPLIER.**

FURTHER, the Head of Procuring Entity (HoPE) shall be informed of this RBAC action and to provide him with a copy of this resolution.

Issued this 20<sup>th</sup> day of November, 2020 at PCA, Mandaue City.



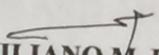


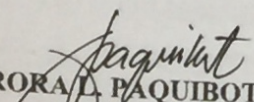
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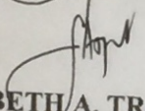
DEPARTMENT OF AGRICULTURE

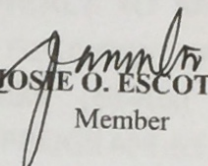
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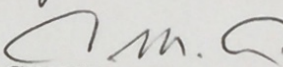
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Tel. Nos.: (032) 420-1877 Fax No.: (032) 345-0009  
pca\_7@yahoo.com

  
**EMILIANO M. ROMERO**  
Chairman

  
**AURORA L. PAQUIBOT**  
Vice-Chairman

  
**LILIBETH A. TRIUMFO**  
Member

  
**JOSIE O. ESCOTON**  
Member

  
**CONCESA T. ANOG**  
Member