



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

October 21, 2020

**MR. RODOLFO E. VERGARA**

Proprietor

JRA Livestock Buyer and Supplier

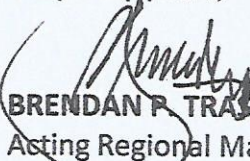
M. Zosa St., Poblacion, Barili, CEBU

Dear Mr. Vergara:

Please be informed that the bid you submitted for the supply and delivery of forty-three (43) heads Upgraded Buck and four hundred seventy-three (473) heads Upgraded Does including various drugs/biologics under the CY 2020 PCA COVID Response Program for Smallholders Oil Palm Development Program (SOPDP) – Animal Integration Project, is hereby accepted.

You are therefore required to provide within ten (10) 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

Conforme:

  
**MR. RODOLFO E. VERGARA**

Date: Oct 26, 2020

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





## CONTRACT AGREEMENT

FOR THE SUPPLY AND DELIVERY OF 43 HEADS UPGRADED BUCK  
AND 473 HEADS UPGRADED DOES INCLUDING VARIOUS DRUGS/BIOLOGICS  
UNDER THE PCA COVID RESPONSE PROGRAM FOR SMALLHOLDERS OIL PALM  
DEVELOPMENT PROGRAM (SOPDP) – ANIMAL INTEGRATION PROJECT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT entered into this NOV 05 2020 day of NOV 05 2020, 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 **BRENDAN P. TRASMONTA**, hereinafter referred to as the "**PCA**;

and

**JRA LIVESTOCK BUYER AND SUPPLIER**, a private company duly registered with the Department of Trade and Industry, with principal address at M. Zosa St., Poblacion, Barili, Cebu and herein represented by its Attorney-in-fact **ANA MARIE VERGARA**, hereinafter referred to as the "**SUPPLIER**".

WITNESSETH:

**WHEREAS**, PCA Region VII advertised and conducted a competitive bidding for the supply and delivery of 43 heads Upgraded Buck and 473 heads Upgraded Does Including Various Drugs/Biologics under the PCA COVID Response Program for Smallholders Oil Palm Development Program (SOPDP) – Animal Integration Project to be implemented in the Province of Bohol;

**WHEREAS**, in the tender and opening of bids, the offer of JRA LIVESTOCK BUYER AND SUPPLIER hereinafter referred to as the "**SUPPLIER**", was evaluated as the Lowest Calculated Bid for the Supply and Delivery of 43 heads Upgraded Buck and 473 heads Upgraded Does for the Province of Bohol with the amount of TWO MILLION SIX HUNDRED EIGHTY-SIX THOUSAND AND NINETY PESOS (Php2,686,090.00), hereinafter called the "**CONTRACT PRICE**";

**WHEREAS**, the supply and delivery of the aforementioned goods was awarded to **JRA LIVESTOCK BUYER AND SUPPLIER** as the Lowest Calculated 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 prior - Annex "I"
- j. Notarized Certification of Stock Availability - Annex "J"
- k. Notarized List of Authorized Representatives in Bohol - 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 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 payments 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 the 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.

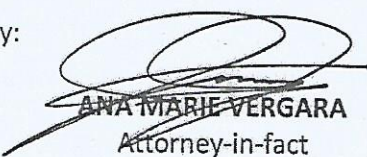
**PHILIPPINE COCONUT AUTHORITY**

By:

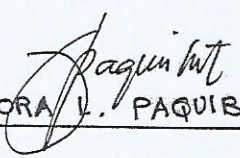
  
**BRENDAN P. TRASMONTE**  
 Acting Regional Manager III  
 ID No. 149-21

**JRA LIVESTOCK BUYER AND SUPPLIER**

By:

  
**ANA MARIE VERGARA**  
 Attorney-in-fact  
 ID No. 374-649-965-000

SIGNED IN THE PRESENCE OF:

  
AURORA L. PAQUIBOT

  
AURORA L. PAQUIBOT



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )

CEBU CITY

NOV 05 2020

BEFORE ME in the CEBU CITY this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared BRENDAN P. TRASMONTE for Philippine Coconut Authority Regional Office VII and ANA MARIE VERGARA for JRA Livestock Buyer and Supplier, who have proven and established to me their identity thru the presentation of their competent evidence of identity as indicated below their names on page three, who are known to me to be the same persons who executed the foregoing instrument and acknowledged to me that in entering/signing this Contract Agreement, they are properly authorized by their respective principals and that they executed this instrument out of their free will and voluntary act and deed as well as that of their principals which they represent.

This Contract Agreement consists of four (4) 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. 207;  
Page No. 02;  
Book No. 78;  
Series of 2020

ATTY. RAUL L. PATUAL  
NOTARY PUBLIC CEBU CITY  
UNTIL DEC. 31, 2020  
PTR NO. 1465190  
ROLL NO. 44641  
NOTARY COM. 0121  
LIFETIME NO. 07936  
OFF. D. JAKO SALEM ST. CEBU CITY  
BAYANIHAN BLDG. PROVINCE OF CEBU  
NOT. E. COM. VI-005072