



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

December 18, 2020

SO PENG KEE

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 One Million Three Hundred Ninety-Six Thousand Eight Hundred Pesos (PhP1,396,800.00) for the supply and delivery of 600 (50-kg) bags Ammonium Sulfate and 600 (50-kg) bags Potassium Chloride under CY 2020 Smallholders Oil Palm Development Project (SOPDP), 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 R. TRASMONTE

Acting Regional Manager III

Conforme:


SO PENG KEE

Date: 12/18/20

A food-secure Philippines with prosperous farmers and fisherfolk"





REGIONAL BIDS AND AWARDS COMMITTEE

RESOLUTION RECOMMENDING AWARD OF CONTRACT TO MODERN TIME ENTERPRISES, INCORPORATED FOR THE SUPPLY AND DELIVERY OF 600 (50-KG) BAGS AMMONIUM SULFATE & 600 (50-KG) BAGS OF POTASSIUM CHLORIDE FOR CY 2020 SMALLHOLDERS OIL PALM DEVELOPMENT PROJECT(SOPDP)

Resolution №: 2020-0109

WHEREAS, the Committee conducted the opening of proposals for the Supply and Delivery of 600 (50-kg) Bags Ammonium Sulfate & 600 (50-kg) Bags Potassium Chloride for CY 2020 Smallholders Oil Palm Development Project(SOPDP) under Negotiated Procurement -Two-Failed Biddings on December 3, 2020;

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

WHEREAS, during the opening of proposal, the said bidder was declared as having the Best Technical and Financial Offer for its financial bid of Php1,396,800.00 which is lower than the ABC of Php1,398,000.00;

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 600 (50-KG) BAGS AMMONIUM SULFATE & 600 (50-KG) BAGS POTASSIUM CHLORIDE FOR CY 2020 SMALLHOLDERS OIL PALM DEVELOPMENT PROJECT(SOPDP) 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 14th day of December, 2020 at PCA, Mandaue City.



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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

EMILIANO M. ROMERO

Chairman

AURORA L. PAQUIBOT

Vice-Chairman

LILIBETH A. TRIUMFO

Member

JOSIE O. ESCOTON

Member

CONCESA T. ANOG

Member

CONTRACT AGREEMENT
FOR THE SUPPLY AND DELIVERY OF 600 (50-KG) BAGS AMMONIUM
SULFATE AND 600 (50-KG) BAGS POTASSIUM CHLORIDE FERTILIZERS
UNDER THE CY 2020 SMALLHOLDERS OIL PALM DEVELOPMENT
PROJECT (SOPDP)

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** entered into this 18th day of January, 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. TRASMONTA, 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 Negotiated Procurement (under Two Failed Biddings) for the supply and delivery of 600 (50-kg.) bags Ammonium Sulfate and 600 (50-kg.) bags Potassium Chloride fertilizers under the CY 2020 Smallholders Oil Palm Development Project (SOPDP);

WHEREAS, in the tender and opening of proposals, Modern Time Enterprises, Inc., hereinafter referred to as the "**SUPPLIER**", was declared as having the Best Technical and Financial Offer for the supply and delivery of 600 (50-kg.) bags Ammonium Sulfate and 600 (50-kg.) bags Potassium Chloride to the Province of Bohol with the amount of ONE MILLION THREE HUNDRED NINETY-SIX THOUSAND EIGHT HUNDRED PESOS (Php1,396,800.00), 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 Representative/s in the Province of 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 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.

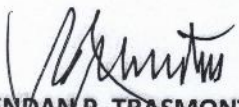
9. If the SUPPLIER fails to satisfactorily deliver any or all of the Goods within the delivery period specified in the Schedule of Requirements herein attached as Annex "C", from receipt of the Notice To Proceed, inclusive of duly granted time extensions, if any, the PCA shall, without prejudice to its 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:

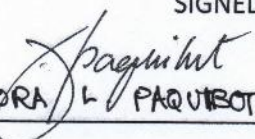

BRENDAN P. TRASMONTE
 Acting Regional Manager III
 ID No. 149-21

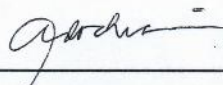
MODERN TIME ENTERPRISES, INC.

By:


SO PENG KEE
 President
 ID No. 0009-0739838-1

SIGNED IN THE PRESENCE OF:


AURORA L. PAQUIBOT


SO PENG KEE

ACKNOWLEDGMENT

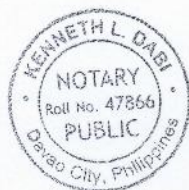
REPUBLIC OF THE PHILIPPINES)

BEFORE ME, in the DAVAO CITY this JAN 08 2021 day of 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. 360;
Page No. 73;
Book No. 114;
Series of 2021



ATTY. KENNETH L. DABI
Notary Public for Davao City
Expires on December 31, 2022
Serial No. 2021-039-2022
PTR No. 4795301 - 12/16/2020 - D.C.
IBP No. 135737 - 12/19/2020 - D.C.
Roll of Attorneys No. 47866
Km. 7 Lanang, Davao City



REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID



SURNAME SO

CRN-0009-0739838-1

GIVEN NAME PENG KEE

MIDDLE NAME C

SEX MALE

DATE OF BIRTH 1949/08/04

ADDRESS
32 VILLAMOR ST OBRERO AGDAO
DAVAO CITY DAVAO DEL SUR PHL 8000



[Handwritten signature]

BR PUBLISHED DECEMBER 2019

COMMUNITY TAX CERTIFICATE		INDIVIDUAL	CCIC2019 12502524	
YEAR 2021	PLACE OF RESIDENCE DAVAO CITY	DATE ISSUED 11/4/2021	TAXPAYER'S COPY	
NAME OF TAXPAYER So, Peng Kee		NATIONALITY Filipino	TAXPAYER'S COPY	
ADDRESS RM 7 Canang Brgy. Hizon D.C.		PLACE OF BIRTH Davao City	TAXPAYER'S COPY	
CIVIL STATUS Married		SEX Male	TAXPAYER'S COPY	
RECEIVED FROM PROPERTY		HEIGHT 170 cm	TAXPAYER'S COPY	
A. BASIC COMMUNITY TAX (P5.00) Voluntary or Exempted (P1.00)		WEIGHT 70 kg	TAXPAYER'S COPY	
B. ADDITIONAL COMMUNITY TAX (tax not to exceed P5,000.00)		WEIGHT 70 kg	TAXPAYER'S COPY	
1. GROSS INCOME OR EARNINGS DERIVED FROM BUSINESS DURING THE PRECEDING YEAR (P1.00 to P1,000.00)		WEIGHT 70 kg	TAXPAYER'S COPY	
2. GROSS INCOME OR EARNINGS DERIVED FROM BUSINESS DURING THE PRECEDING YEAR (P1.00 to P1,000.00)		WEIGHT 70 kg	TAXPAYER'S COPY	
3. INCOME FROM REAL PROPERTY (P1.00 to P1,000.00)		WEIGHT 70 kg	TAXPAYER'S COPY	
Right Thumb Print	Signature		TOTAL	P 1,205
CITY LAWRENCE A. SANTOS		INTEREST	TOTAL	P 1,205
MUNICIPALITY TREASURER		TOTAL AMOUNT DUE	P 1,205	

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CERTIFIED TRUE COPY

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Mandaue City

BEFORE ME, in the Mandaue City this JAN 18 2021 day of JAN 18 2021 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.

ATTY. VICTOR ALFREDO O. QUENIAHAN
NOTARY PUBLIC for the City of Mandaue,
Municipalities of Compostela, Cebu, Compostela, Cordova
Notarial Com. No. NC-2021-01999 until December 2022
Rm 204 Eisan Tower, Contra. Hadesa City, 032-3451826
PTR NO MC1059567 (01/24/21) TIN:106-101-192
IBP NC-AR26713902 (12/16/20), ATTY's Roll No.29446

Doc. No. 103;

Page No. 21;

Book No. 102;

Series of 2021 ✓