



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

ALAINE CANE C. CUICO

Authorized Representative

KAMIKO CARGO MOVERS CORPORATION

Soong-1, Mactan

Lapu-Lapu City, CEBU

SIR:

Please be informed that the bid you submitted in the amount of Seven Million Three Hundred Eighty-Two Thousand Pesos (PhP7,382,000.00) for the Transport and Delivery of 43,489 Bags Multi-Nutrient Fertilizer to the different DOPs in the Province of Cebu under the Yolanda Recovery and Rehabilitation Program, 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 III

Conforme:

ALAINE CANE C. CUICO

Date: 12-21-20

A food-secure Philippines with prosperous farmers and fisherfolk





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PHILIPPINE COCONUT AUTHORITY

Cebu Regional Office № 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 KAMIKO CARGO MOVERS CORPORATION RE TRANSPORT AND DELIVERY OF 43,489 BAGS MULTI-NUTRIENT FERTILIZER FROM DISPORT TO DIFFERENT BARANGAYS IN NORTHERN CEBU UNDER THE YOLANDA RECOVERY AND REHABILITATION PROGRAM-COCONUT FERTILIZATION PROJECT

Resolution №: 2020-0110

WHEREAS, the Committee conducted the opening of proposals for the **TRANSPORT AND DELIVERY OF 43,489 BAGS MULTI-NUTRIENT FERTILIZER FROM DISPORT TO DIFFERENT BARANGAYS IN NORTHERN CEBU UNDER THE YOLANDA RECOVERY AND REHABILITATION PROGRAM-COCONUT FERTILIZATION PROJECT** under Negotiated Procurement -Two-Failed Biddings on December 3, 2020;

WHEREAS, there were two (2) bidders who submitted their proposal, namely, Quickway Customs Brokerage Firm and Kamiko Cargo Movers Corporation;

WHEREAS, during the opening of proposal, Kamiko Cargo Movers Corporation was declared as having the Best Technical and Financial Offer for its financial bid of PhP7,382,000.00 which is lower than the ABC of PhP7,393,130.00;

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

NOW THEREFORE, the RBAC has resolved, **TO DECLARE KAMIKO CARGO MOVERS CORPORATION AS HAVING THE BEST TECHNICAL, FINANCIAL AND RESPONSIVE BID, FOR THE TRANSPORT AND DELIVERY OF 43,489 BAGS MULTI-NUTRIENT FERTILIZER FROM DISPORT TO DIFFERENT BARANGAYS IN NORTHERN CEBU UNDER THE YOLANDA RECOVERY AND REHABILITATION PROGRAM-COCONUT FERTILIZATION PROJECT 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.



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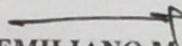
PHILIPPINE COCONUT AUTHORITY

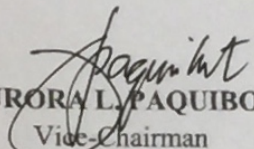
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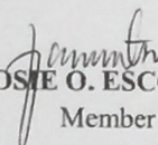
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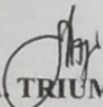
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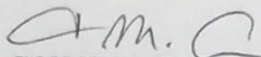
Issued this 15th day of December, 2020 at PCA, Mandaue City.


EMILIANO M. ROMERO
Chairman


AURORA L. PAQUIBOT
Vice-Chairman


JOSIE O. ESCOTON
Member


LILIBETH A. TRIUMFO
Member


CONCESA T. ANOG
Member

**CONTRACT AGREEMENT
FOR THE TRANSPORT AND DELIVERY OF 43,489 BAGS OF
MULTI-NUTRIENT FERTILIZER (MNF) FROM DISPORT TO THE
DIFFERENT BARANGAYS IN NORTHERN CEBU UNDER THE YOLANDA
RECOVERY AND REHABILITATION PROGRAM – COCONUT FERTILIZATION PROJECT**

KNOW ALL MEN BY THESE PRESENTS:

JAN 18 2021

This **AGREEMENT**, entered into this _____ day of _____, 2021, by and between:

PHILIPPINE COCONUT AUTHORITY, a government-owned and controlled corporation, created and existing under P.D. 1468, as amended, with principal office at DA-RFO VII Compound, MES, Maguikay, Mandaue City, Cebu and herein represented by its Acting Regional Manager III, **BRENDAN P. TRASMONTÉ**, hereinafter referred to as the "**PCA**";

and

KAMIKO CARGO MOVERS CORPORATION, a private corporation, duly registered with the Securities and Exchange Commission and existing under the laws of the Republic of the Philippines with principal office at Soong-1, Mactan, Lapu-lapu City, Cebu and herein represented by its Operations Manager, **MR. ALAIN CANE CIPRES CUICO**, hereinafter referred to as the "**SUPPLIER**".

W I T N E S S E T H:

WHEREAS, PCA Region VII advertised and conducted a Negotiated Procurement under Two Failed Biddings Modality for the Transport and Delivery of 43,489 bags Multi-Nutrient Fertilizer from Disport to the Different Barangays in Northern Cebu under the Yolanda Recovery and Rehabilitation Program – Coconut Fertilization Project

WHEREAS, in the tender and opening of proposals/bids, the offer of KAMIKO CARGO MOVERS CORPORATION, as the lone proposal, was evaluated as the single lowest calculated bid for the transport and delivery of 43,489 bags Multi-Nutrient Fertilizer in the total amount of SEVEN MILLION THREE HUNDRED EIGHTY-TWO THOUSAND PESOS (PhP7,382,000.00), hereinafter called the "**CONTRACT PRICE**";

WHEREAS, the transport and delivery of the aforementioned goods was awarded to KAMIKO CARGO MOVERS CORPORATION, hereinafter referred to as the "**SUPPLIER**", as the Single 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, a-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:
 - 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. Terms of Reference - Annex "E"
- f. The General Conditions of the Contract - Annex "F"
- g. The Special Conditions of the Contract - Annex "G"
- h. The Entity's Notification of Award - Annex "H"
- i. Performance Security - Annex "I"
- j. Certificate of Performance Evaluation issued by the Bidder's SLCC Client within 5 years prior to Negotiated Procurement - Annex "J"
- k. Notarized Certification of Manpower Complement - Annex "K"
- l. Notarized Certification On Availability and List of Available Fleet/Vehicles for the Project - Annex "L"
- m. Secretary's Certificate Appointing Mr. Cuico as Authorized Representative - Annex "M"

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 transport the goods in conformity with the required specifications and in all respect with the provisions of this Agreement.
4. SUPPLIER must advise PCA (particularly the Cebu Provincial Office) at least five (5) working days before the start of the actual delivery. 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 change in Drop-Off Points (DOP) to another site/area 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 provisions and/or terms and conditions of this 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 this 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 transport/deliver the MNF fertilizers to the designated DOPs within the delivery period as specified in the Terms of Reference and Invitation To Bid of the Bidding Documents which states that delivery must be completed within three (3) months (90 calendar days) to commence from the date of final acceptance of the MNF fertilizers by PCA at the disport warehouse, the PCA shall, without prejudice to its other remedies under this Agreement and under the applicable laws, deduct from the Contract Price, as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the undelivered goods for every day of delay until its actual delivery. Once the maximum, amounting to ten percent (10%) of the the Contract Price is reached, the PCA shall rescind the contract, without prejudice to other courses of action and remedies open to it.

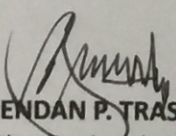
The SUPPLIER's failure to transport/deliver the MNF fertilizers to the designated DOPs within the specified period of three (3) months or ninety (90) days shall mean its assumption of the cost of warehousing in addition to liquidated damages.

11. The obligation for the warranty shall cover a minimum period of thirty (30) days in the form of either retention money in an amount equivalent to at least one percent (1%) of the total payment, or a special bank guarantee 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 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.

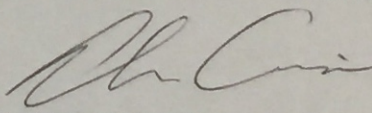
PHILIPPINE COCONUT AUTHORITY

By:

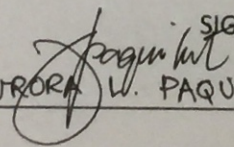

BRENDAN P. TRASMONTE
 Acting Regional Manager III
 PCA ID No. 149-21

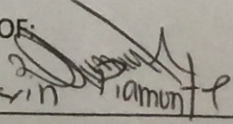
KAMIKO CARGO MOVERS CORPORATION

By:


ALAINE CANE CIPRES CUICO
 Operations Manager
 ID No. 601-73-663070

SIGNED IN THE PRESENCE OF:


AURORA W. PAQUIBOT


Darwin

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CEBU CITY

JAN 18 2021

BEFORE ME, in the _____ this _____ day of _____, 2021, personally appeared BRENDAN P. TRASMONTE for Philippine Coconut Authority Regional Office VII and ALAIN CANE CIPRES CUICO for Kamiko Cargo Movers Corporation, 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.

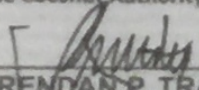
This Contract Agreement consists of four (4) pages including this page where the acknowledgment is written, signed by the parties and their instrumental witnesses in all pages.

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

Doc. No. 399 ;
Page No. 77 ;
Book No. 154 ;
Series of 2021

ATTY. ELY MELCHOR P. CUSAP
NOTARY PUBLIC
RM. 208 AGESON BLDG., D. JAKO SALEM ST.,
BRGY. ZAPATERA, CEBU CITY
NOTARIAL COMMISSION NO. 300
COMMISSION EXPIRES ON DEC. 31, 2022
MCLECOMPLIANCE NO. VI-00107727
VALID UP TO APRIL 14, 2022
IBP NO. AR 34954711/NOV.25,2020/CEBU
PTR NO. CEB1994576/JAN 06/2021/CEBU CITY

This is to certify that the person whose picture and signature appear hereon is a bonafide employee of the Philippine Coconut Authority.


BRENDAN P. TRASMONTE
Acting Regional Manager III

EMPLOYEE'S PERSONAL DATA

ADDRESS:

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

TEL. NO: 0917 300 2741

TIN: 129 957 887

SSS / GSIS : 2001 405 786

PhilHealth: 07 - 000001079 - 9

BLOOD TYPE: AB

BIRTHDAY: 07 / 05 / 1960

In case of emergency, please notify:

Name: JANET D. TRASMONTE

Address: CANLAS SUBD. COLON EXT. TACLOBO,
DUMAGUETE CITY

Tel No: (035) 522 -0754

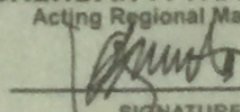



Republic of the Philippines
PHILIPPINE COCONUT AUTHORITY
Region VII (Central Visayas)
DA RPU Comp., MES, Estancia, Mandaue City, Cebu
Tel. No. (032) 420-1877 & (032) 345-0009
Email Address: pca_7@yahoo.com

ID No. 149 - 21




BRENDAN P. TRASMONTE
Acting Regional Manager III



SIGNATURE



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE

PROFESSIONAL DRIVER'S LICENSE





Last Name, First Name, Middle Name
CUICO, ALAIN CANE CIPRES

<small>Nationality</small>	<small>Sex</small>	<small>Date of Birth</small>	<small>Weight (kg)</small>	<small>Height (m)</small>
PHL	M	1979/08/14	85	1.68

Address
**BLK 11 LT9 GENESIS SUBDIVISION BASAK LAPU
 LAPU CITY CEBU**

<small>License No.</small>	<small>Expiration Date</small>	<small>Agency Code</small>
G01-93-163070	2023/08/14	G04

<small>Blood Type</small>	<small>Eyes Color</small>
O+	BLACK

<small>Restrictions</small>	<small>Conditions</small>
1,2,3	A

2019/11/28

Signature of Licensee

EDGAR C. SALVANTE
Assistant Secretary

III. ORGAN DONATION:
 I WILL NOT DONATE ANY ORGAN

IV. IN CASE OF EMERGENCY NOTIFY:
 NAME: MYLENE CUICO
 ADDRESS: GENESIS SUBD. LAPU LAPU CITY
 TEL. NO.: 4942746



Serial Number
137208203

I. RESTRICTIONS:

1. MOTORCYCLES, AUTOMOBILES, TRUCKS
2. VEHICLE UP TO 4500 KGS G.V.W.
3. VEHICLE ABOVE 4500 KGS G.V.W.
4. AUTOMATIC CLUTCH UP TO 4500 G.V.W.
5. AUTOMATIC CLUTCH ABOVE 4500 G.V.W.
6. ARTICULATED VEHICLE 1600 KGS G.V.W. AND BELOW
7. ARTICULATED VEHICLE 1600 UP TO 4500 G.V.W.
8. ARTICULATED VEHICLE 4501 & ABOVE G.V.W.

II. CONDITIONS:

- A. WEAR EYEGLASSES
- B. DRIVE ONLY W/ SPECIAL EQPT FOR UPPER LIMBS
- C. DRIVE ONLY W/ SPECIAL EQPT FOR LOWER LIMBS
- D. DAYLIGHT DRIVING ONLY
- E. ACCOMPANIED BY A PERSON W/ NORMAL HEARING

