

REPUBLIC OF THE PHILIPPINES

DEPARTMENT OF AGRICULTURE PHILIPPINE COCONUT AUTHORITY

Elliptical Road, Diliman, Quezon City 1101 Philippines Tel. Nos.: (02) 8928-4501 to 09 Fax No.: (02) 8926-7631 http://www.pca.da.gov.ph

PHILIPPINE COCONUT AUTHORITY

CENTRAL OFFICE BIDS AND AWARDS COMMITTEE

RESOLUTION No. 24, Series of 2020

PUBLIC BIDDING No. 02-2020 Lot Nos. 1, 2, and 4

WHEREAS, the CO BAC passed Resolution No. 19, Series of 2020 declaring Camprock Analytika Ezzentialez Trading as the Single Calculated Bidder for Lot Nos. 1, 2, and 4 of Public Bidding No. 02-2020 for the Supply, Delivery, Installation and Commissioning of Various Laboratory Equipment for the Development of Coco Sap;

WHEREAS, on December 15, 2020 during the CO BAC Regular Meeting No. 12, the CO BAC conducted the Presentation of Post Qualification and Evaluation Report by the Technical Working Group (TWG) for the subject procurement;

WHEREAS, based on the evaluation of the TWG the declared SCB successfully hurdled post qualification;

WHEREAS, on the same day, CO BAC passed Resolution No. 20 denying the filed Motion for Reconsideration (MR) of XPRT Ventures Inc. for Lot Nos. 3 and 4 to which was issued the appropriate notice relative to cited CO BAC decision;

WHEREAS, No protest was filed by XPRT Ventures Inc. within the prescribed period;

NOW, THEREFORE, for and in consideration of the foregoing and upon recommendation of the TWG, We, the members of the PCA CO BAC, hereby RESOLVE as it is hereby RESOLVED to declare Camprock Analytika Ezzentialez Trading as the Single Calculated and Responsive Bidder (SCRB) for Lot Nos. 1, 2, and 4 of Public Bidding No. 02-2020 for the Supply, Delivery, Installation and Commissioning of Various Laboratory Equipment for the Development of Coco Sap with the recommendation to the Head of the Procuring Entity (HOPE) as regard the Award of Contract in the amount in the amount of Php416,001.00.

RESOLVED in Quezon City this 22nd day of December 2020.

CENTRAL OFFICE BIDS & AWARDS COMMITTEE

LENE C. MANOHAR

Chairperson

ATTY. MAKION M. TERRADO

e Chairman

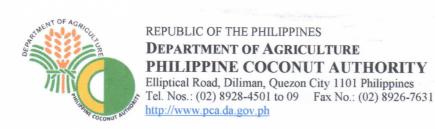
HERMANI S. YAP Member

MARIAMTA N. EROY Member

MA. CELIA M. RAQUEPO

Member





NOTICE OF AWARD

22 December 2020

MR. ZALDY E. VILLENAS

Sales and Marketing Manager Camprock Analytika Ezzentialez Trading 1255 Miramonte, Subdivision Tinamnan, Lucban, Quezon

Dear Mr. Villenas:

Please be informed that the proposal you submitted for Lot Nos. 1, 2 and 4 for Vacuum Filtration Apparatus Set Up, Top Loading Balance and Ultra Low Freezer respectively for Public Bidding No. 02-2020 more particularly described as Supply, Delivery, Installation and Commissioning of Various Laboratory Equipment for the Development of Coco Sap Wine in the total amount of FOUR HUNDRED SIXTEEN THOUSAND AND ONE PESOS (Php416,001.00) with detailed breakdown as follows: 1) Lot 1: Php199,000.50; 2) Lot 2: Php20,000.50; and 3) Lot 4: Php197,000.00 is hereby accepted.

You are hereby required to provide within five (5) days after receipt of this Award, the performance security in the form and amount stipulated in the Instructions to Bidders. Failure to provide the required performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security posted in the bidding.

Very truly yours,

BENJAMIN H. MADRIGAL, JR

Conforme:

MR. ZALDY E. VILLENAS

DATE: SAULTS

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



CONTRACT AGREEMENT SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VARIOUS LABORATORY EQUIPMENT FOR THE DEVELOPMENT OF COCO SAP WINE (LOT NOS. 1, 2, and 4)

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT executed this ______ False 0 2 2021 to 2021, by and between:

PHILIPPINE COCONUT AUTHORITY; a government-owned and controlled corporation created and existing under P.D. 1468, as amended, with office address at Elliptical Road, Diliman, Quezon City and herein represented by its **Administrator BENJAMIN R. MADRIGAL, JR.,** hereinafter referred to as the "**PCA**".

and

CAMPROCK ANALYTIKA EZZENTIALEZ TRADING, a private company duly registered and existing under the laws of the Republic of the Philippines with business office at 1255 Miramonte, Subdivision, Tinamnan, Lucban, Quezon represented by **ZALDY E. VILLENAS**, herein referred to as the "**SUPPLIER**".

WITNESSETH:

WHEREAS, the PCA conducted an advertised public bidding for the Supply, Delivery, Installation and Commissioning of Various Laboratory Equipment for the Development of Coco Sap Wine.

WHEREAS, in the tender and Opening of Bids, the offer of Camprock Analytika Ezzentialez Trading hereinafter referred to as "SUPPLIER" was evaluated as the single calculated and responsive bid for Supply, Delivery, Installation and Commissioning of Various Laboratory Equipment for the Development of Coco Sap Wine (Lot Nos. 1, 2, and 4), with the amount of **FOUR HUNDRED SIXTEEN THOUSAND AND ONE PESOS** (Php416,001.00) referred to as "contract price" with detailed breakdown as follows:

1) Lot 1: Vacuum Filtration Apparatus Set Up - Php 199,000.50 2) Lot 2: Top Loading Balance - Php 20,000.50 3) Lot 4: Ultra Low Freezer - Php 197,000.00

WHEREAS, Supply, Delivery, Installation and Commissioning of Various Laboratory Equipment for the Development of Coco Sap Wine (Lot Nos. 1, 2, and 4) of the aforementioned goods was awarded to Camprock Analytika Ezzentialez Trading as the single calculated and responsive bid.

NOW THEREFORE, premises considered, the parties hereto have mutually agreed as follows:

- 1. In this agreement words and expressions shall have the same meanings as respectively 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 | - "Annex B" |
| | And Technical Specifications | |
| 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" |

3. In consideration of the payment of the contract price or part thereof by the PCA as the authorized paying agency, the supplier hereby covenants with PCA to provide the



goods/services and to remedy all defects therein in conformity with the required specifications in annex "D" and in all defects and deficiencies in the delivered goods/services in terms of quality shall be corrected by the supplier immediately to commence not later than five (5) days upon receipt of notice of defects from PCA. The replacement of deficient quantities shall be delivered to the designated location duly covered by replacement delivery invoice which shall be duly received by PCA authorized accountable personnel.

- 4. The SUPPLIER agrees to furnish the PCA all such documents, data and information as may be necessary arising from the delivery and receipts of the goods/services by the PCA or its duly authorized representatives as may be required by PCA, for purposes of monitoring and ensuring the deliveries and acceptance have been complied with in accordance with the provisions of the terms and conditions of the contract to the satisfaction of all parties and to facilitate the timely payments of the contract price of part thereon due and demandable thereon.
- 5. The PCA hereby covenants to pay the SUPPLIER the contract price of parts thereof, or such other sums as may become payable upon faithful compliance with terms and conditions and in the manner prescribed by this contract agreement.
- 6. If the SUPPLIER fails to satisfactorily deliver any or all of the Goods/services 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 (0.10%) of the cost of the delivered price of delayed Goods/services or part thereof of delay until actual delivery. Once the maximum, 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.

IN WITNESS HEREOF, 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.

PHILLIPPINE COCONUT AUTHORITY

CAMPROCK ANALYTIKA EZZENTIALEZ TRADING

By:

BENJAMIN R MADRIGAL, JR.

By:

ZALDY E VILLENAS
Authorized Representative

Signed in the presence of:

CARMELA MENDONES

ACKNOWLEDGEMENT

Republic of the Philippines)
Lucena City) s.s.

WITNESS MY HAND AND SEAL this _EEBa 0.2 2021 20___.

ATT. JESUS M. CLEDERA
NOTARY PUBLIC
UNTIL 31 DECEMBER 2021
MCLE NO OTARY Public
ROLL NO. 33626/TIN NO. 124-971-707
PTR No. 1103387/1-04-2021/Lucena City
IBP OR NO.097125/12-11-19/Pasig City

Series of 2021.







NOTICE TO PROCEED

MR. ZALDY E. VILLENAS

Sales and Marketing Manager Camprock Analytika Ezzentialez Trading 1255 Miramonte, Subdivision Tinamnan, Lucban, Quezon

Dear Mr. Villenas:

The attached Contract for Lot Nos. 1, 2 and 4 of Public Bidding No. 02-2020 more particularly described as Supply, Delivery, Installation and Commissioning of Various Laboratory Equipment for the Development of Coco Sap Wine having been approved, notice is hereby given to Camprock Analytika Ezzentialez Trading that the delivery of service will commence immediately after receipt of this Notice to Proceed.

You are responsible for performing the services under the terms and conditions of the Contract and in accordance with the implementation schedule.

Very truly yours,

BENJAMIN R. MADRIGAL, JR.

Conforme:

MR. ZALDY E. VILLENAS

DATE: FEB 03 2021