



NOTICE OF AWARD

23 May 2022

MS. ANGELYN L. DELOS SANTOS
Authorized Representative
INT'L PECAN DISTY, INC. AND BITSOFTECHNOLOGY CO. (JVA)
2/F 89-B Narra St. Brgy. Amihan, Project 3
Quezon City

Dear Ms. Santos:

We are happy to inform that your bid/proposal received and opened on **06 May 2022** for the project, **Purchase and Delivery of CY2022 Office Supplies for DSWD-CAR** under ITB 2022-DSWD-CAR-12 as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, as follows:

Quantity	Description	Contract Amount
1 Lot	Purchase and Delivery of CY2022 Office Supplies for DSWD-CAR	₱ 4,227,265.00
	<i>Four Million Two Hundred Twenty-Seven Thousand Two Hundred Sixty-Five Pesos</i>	

You are hereby required to provide within ten (10) calendar days from receipt of this notice to post the performance security in the form of cash, managers check or cashier's check or bank guarantee issued by a Universal or Commercial Bank in the amount of Five (5%) percent or Surety Bond issued by a surety or insurance company duly certified by insurance commission as authorized to issue such security amounting to Thirty Percent (30%) of the total contract price.

Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Thank you.

Very truly yours,


ARNEL B. GARCIA, CESO II
Regional Director

Conformed: ANGELYN L. DELOS SANTOS

Date : MAY 23, 2022

NOTICE OF AWARD

**BIDS AND AWARDS COMMITTEE
RESOLUTION NO. 307 S. 2022**

**RESOLUTION DECLARING LOWEST CALCULATED RESPONSIVE BID
AND RECOMMENDING AWARD OF CONTRACT**

WHEREAS, the Department of Social Welfare and Development - Cordillera Administrative Region (DSWD-CAR) through the various end-users/programs planned for the Procurement of the project, **Purchase and Delivery of CY2022 Office Supplies for DSWD-CAR** with an Approved Budget for the Contract (ABC) amounting to Four Million Five Hundred Ninety Thousand Two Hundred Eighty Pesos and 3/100 (Php4,590,280.03);

WHEREAS, Republic Act 9184, otherwise known as the Government Procurement Reform Act, in its Implementing Rules and Regulations under Section 10, provides that "all procurement shall be done through competitive bidding, except as provided in Rule XVI";

WHEREAS, in consonance with the Republic Act 9184 and its Implementing Rules and Regulations, a Project Procurement Management Plan (PPMP) for the project was incorporated in CY2022 Annual Procurement Plan (APP) of the Field Office adopting Public Bidding as mode of Procurement;

WHEREAS, the Bids and Awards Committee (BAC) through the BAC Secretariat advertised the Invitation to Bid from **09 April 2022 to 06 May 2022** at DSWD-CAR website, Philippine Government Electronic Procurement System (PhilGEPS) and posted at DSWD-CAR Bulletin Board located at the main entrance of the Field Office;

WHEREAS, in reference to BAC Resolution no. 276 s.2022, the said bidder was declared as the **Lowest Calculated Bid** for passing the bid evaluation process which was presented on **10 May 2022** and the BAC directed the TWG for the conduct of post-qualification;

WHEREAS, a post-qualification was conducted with of **Int'l Pecan Disty and Bitsoftechnology Co. (JVA)** and the TWG presented the result as follows:

- Both partners have valid and authentic eligibility documents;
- Both partners complied with the Latest Income and Business Tax Returns through eFPS;
- Presented actual brand of items being offered
- Assured to adhere to the technical requirements and conditions of the project;
- Has enough contracting capacity to undertake the project;
- **Int'l Pecan Disty and Bitsoftechnology Co. (JVA)** was compliant as to legal, technical and financial requirements, thus found **RESPONSIVE**;

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WHEREAS, the BAC deliberated the Post-Qualification Report and found merit to the findings of the TWG and unanimously declared **Int'l Pecan Disty and Bitsoftechnology Co. (JVA)** as **Lowest Calculated and Responsive Bid (LCRB)** upon determination that the bidder has passed all the criteria for post-qualification;

NOW, THEREFORE, we, members of the Bids and Awards Committee, hereby **RESOLVE** as it is hereby **RESOLVED** to

- Declare the bid of **Int'l Pecan Disty and Bitsoftechnology Co. (JVA)** as **Lowest Calculated and Responsive Bid (LCRB)** for the project, **Purchase and Delivery of CY2022 Office Supplies for DSWD-CAR** in the amount of **Four Million Two Hundred Twenty-Seven Thousand Two Hundred Sixty-Five Pesos (Php4,227,265.00)**;
- Recommend to the Head of the Procuring Entity (HOPE) the award of contract to **Int'l Pecan Disty and Bitsoftechnology Co. (JVA)**, for approval of the HOPE;

Resolved at DSWD-CAR, Baguio City, Philippines this **18th day of May 2022**.

BIDS AND AWARDS COMMITTEE

ENGR. ENRIQUE H. GASCON, JR
Chairperson

RINA CLAIRE L. REYES
Vice-Chairperson

ATTY. MICHELLE GAYAGAY-LEE
Regular Member

FATIMA D. FLORENDO
Provisional Member – End-user

MARY MELODEE ANNE W. ANIPEW
Provisional Member – Expert

Approved/Disapproved:

ARNEL B. GARCIA, CESO II
Regional Director



NOTICE TO PROCEED

30 May 2022

MS. ANGELYN L. DELOS SANTOS

Authorized Representative

INT'L PECAN DISTY, INC. AND BITSOFTECHNOLOGY CO. (JVA)

2/F 89-B Narra St. Brgy. Amihan, Project 3
Quezon City

Dear Ms. Santos:

The attached Contract of Agreement having been approved, notice is hereby given to **Int'l Pecan Disty and Bitsoftechnology Co. (JVA)** that work may commence for the project, **Purchase and Delivery of CY2022 Office Supplies for DSWD-CAR** under ITB 2022-DSWD-CAR-12.

Upon receipt of this notice, you shall be responsible for performing the services under the terms and conditions of the agreement and in accordance with the **Final Implementation and Delivery Schedule**.

Please acknowledge receipt and acceptance of this notice by signing the space provided below. Keep one (1) copy and return the remaining copies to this office.

Very truly yours,


ARNEL B. GARCIA, CESO II
Regional Director

I acknowledge receipt of this Notice on: June 01, 2022
Date

Name or Authorized Representative: ANGELYN L. DELOS SANTOS
Name

Signature: 



CONTRACT AGREEMENT

THIS AGREEMENT made on the 30 MAY 2022 day of May 2022 between **Department of Social Welfare and Development – Cordillera Administrative Region** represented by **DIR. ARNEL B. GARCIA, CESO II**, Regional Director with office address at 40 North Drive, Baguio City, Philippines (hereinafter called “the Entity”) of the one part and **INT’L PECAN DISTY, INC. AND BITSOFTECHNOLOGY CO. (JVA)** represented by **MS. ANGELYN L. DELOS SANTOS, Authorized Representative** with office address at 2/F 89-B Narra St. Brgy. Amihan, Project 3, Philippines (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and services, particularly **Purchase and Delivery of CY2022 Office Supplies for DSWD-CAR** under **ITB 2022-DSWD-CAR-12** and has accepted a Bid by the **Supplier** for the supply of those goods and services with contract amount of **Four Million Two Hundred Twenty-Seven Thousand Two Hundred Sixty-Five Pesos (Php4,227,265.00)**, (hereinafter called “the Contract Price”);

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Annex A: Duties and Responsibilities referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications and Terms of Reference;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any

- ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and



- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of **Four Million Two Hundred Twenty-Seven Thousand Two Hundred Sixty-Five Pesos (Php4,227,265.00)** or such other sums as may be ascertained, **INT'L PECAN DISTY, INC. AND BITSOFTECHNOLOGY CO. (JVA)** agrees to provide the goods and services for the **Purchase and Delivery of CY2022 Office Supplies for DSWD-CAR** under **ITB 2022-DSWD-CAR-12** in accordance with his/her Bid.
4. The **Department of Social Welfare and Development – Cordillera Administrative Region** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.


ARNEL B. GARCIA, CESO II
Regional Director

for:

**Department of Social Welfare and
Development – Cordillera
Administrative Region**


ANGELYN L. DELOS SANTOS
Authorized Officer

for:

**Int'l Pecan Disty, Inc. and
Bitsoftechnology Co. (JVA)**

Signed in the presence of


MARY MELODEE ANNE W. ANIPEW
AO II/Property and Supply Section


JESSY F. DELA CRUZ

CERTIFIED FUNDS AVAILABLE:


WILBOURN B. BACOLONG
Accountant III



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF MANILA)


BEFORE ME, a Notary Public for in **CITY OF MANILA**, Philippines,
personally appeared this 30 MAY 2022 day of **May 2022**.

Name	Community Tax Cert. No./ID No.	Date/Place Issued
<u>ARNEL B. GARCIA, CESO II</u>	_____	_____
<u>ANGELYN L. DELOS SANTOS</u>	<u>0111-9828140-0</u>	_____

Known to me to be the same persons, who executed the foregoing instruments and acknowledged that the same is free and voluntary act and deed.

This document refers to the Contract of Services consisting of three (3) pages including this page signed by the parties and witnesses.

IN WITNESS WHEREOF, I have hereunto set my hands and affixed my notarial seal at the place and date above written.


ATTY. CLIFF RICHARD E. GENESELA
Notary Public for City of Manila
Notarial Commission No. 2020-111 Issued on 12-10-2020 Until 12-31-2021 Manila
(Under Supreme Court B.M. No. 3-10-2020, 3-10-2021, 3-10-2022)
ICF No. 106315 Issued on Oct. 25, 2021 Until Dec. 31, 2022 Pasig City Roll No. 49008
PTR No. 0097471 Issued on Jan. 3, 2022 Until Dec. 31, 2022 Manila
MCLE No. VI - 0022302 Valid From April 4, 2019 Until April 14, 2022
Office Add. Mezzanine San Luis Bldg. 1006 Orosa St., Ermita Manila

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Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are to be delivered per Section VI. Schedule of Requirements. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Services Rendered.”</p> <p>Delivery of Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements) and Section VII (Technical Specifications).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are:</p> <ol style="list-style-type: none"> 1. MARY MELODEE ANNE W. ANIPEW – Head/Supply Unit 2. JESSIE F. CHELIM – Section Head/Property and Supply Section
	<p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements and Section VII. Technical Specifications:</p>
	<p>a. performance or supervision of on-site assembly and/or delivery of the supplied Goods;</p>
	<p>b. furnishing of equipment and supplies required for delivery of services;</p>
	<p>c. performance or supervision or maintenance and/or guarantee good quality of the delivery of Goods, for a period of time indicated in the bidding documents and/or as agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>d. availability of enough haulers for the loading and unloading of goods to the delivery site.</p>
	<p>e. The bidder shall replace items found not within the technical specifications and/or with defects within three (3) working days upon notification</p>





	<p>f. Warranty of goods: At least sixty (60) calendar days upon delivery</p> <p>The Contract price for the Services shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>The goods required are listed in Section VI (Schedule of Requirements) and Section VII (Technical Specifications) and the cost of delivery, taxes and other fees are included in the contract price.</p> <p>The supplier shall carry sufficient goods or buffer for any defects during contract implementation. The goods and services shall be supplied as promptly as possible, but in any case shall be communicated immediately.</p> <p>In case of fortuitous events or any circumstance beyond the procuring entity's control, the end-user shall closely coordinate for any changes in implementation of the project.</p>
2.2	<p>"The terms of payment shall be as follows: <i>Payment shall be processed every after complete delivery upon receipt of complete supporting documents.</i>"</p>
4	<p>The inspections and tests that will be conducted are: <i>Physical/on-site inspection of goods delivered</i></p>