



NOTICE TO PROCEED

15 August 2022

MR. JAKE T. ALTIYEN

General Manager

ZENITHAL-JNA CONSTRUCTION AND SUPPLY

Rm. 2C BSU EMPC & Alumni Bldg.,
KM5 La Trinidad, Benguet

Dear Mr. Altiyen:

The attached Contract of Agreement having been approved, notice is hereby given to **Zenithal- JNA Construction and Supply** that work may commence for the project, **Purchase and Delivery of Food Supplies for SFP 12th Cycle in Bangued** under ITB 2022-DSWD-CAR-22.

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,



ENGR. ENRIQUE H. GASCON, JR.

Concurrent OIC – Regional Director and
ARD for Administration

I acknowledge receipt of this Notice on: August 15, 2022
Date

Name or Authorized Representative: Jake T. Altiyen
Name

Signature: 



CONTRACT AGREEMENT

THIS AGREEMENT made on the ~~AUG 1 2022~~ **August 2022** between **Department of Social Welfare and Development – Cordillera Administrative Region** represented by **ENGR. ENRIQUE H. GASCON JR., Concurrent OIC- Regional Director and ARD for Administration** with office address at 40 North Drive, Baguio City, Philippines (hereinafter called “the Entity”) of the one part and **Zenithal – JNA Construction and Supply** represented by **MR. JAKE T. ALTIYEN, General Manager** with office address at Rm. 2c BSU EMPC & Alumni Bldg., KM5 La Trinidad, Benguet, Philippines (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and services, particularly **Purchase and Delivery of Food Supplies for SFP 12th Cycle in Bangued** under **ITB 2022-DSWD-CAR-22** and has accepted a Bid by the Supplier for the supply of those goods and services with contract amount of **Two Million Two Hundred Seventy-Six Thousand Six Hundred Seventy-Five Pesos (Php 2,276,675.00)**, (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 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;
 - 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 **Two Million Two Hundred Seventy-Six Thousand Six Hundred Seventy-Five Pesos (Php 2,276,675.00)** or such other sums as may be ascertained, **Zenithal – JNA Construction and Supply** agrees to provide the goods and services for the **Purchase and Delivery of Food Supplies for SFP 12th Cycle in Tublay, Benguet** under **ITB 2022-DSWD-CAR-22** in accordance with his/her/its 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.

ENGR. ENRIQUE H. GASCON JR.

Concurrent OIC-Regional Director and
ARD for Administration

for:

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

JAKE T. ALTIYEN

Manager

for:

**Zenithal – JNA Construction
and Supply**

Signed in the presence of

ELEONOR B. AYAN

SFP Focal Person

JANICE TALBAN

Liason Officer, Zenithal-JNA
Construction and Supply

CERTIFIED FUNDS AVAILABLE:

WILBOURN B. BACOLONG

Accountant III



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

LA TRINIDAD, BENGUET)

BEFORE ME, a Notary Public for in _____, Philippines,
personally appeared this AUG 12 2022 day of **August 2022**.

Name	Community Tax Cert. No./ID No.	Date/Place Issued
<u>ENGR. ENRIQUE H. GASCON JR.</u>	<u>140039</u>	<u>4/1/2022 ; Baguio City</u>
<u>JAKE T. ALTIYEN</u>	<u>01323866</u>	<u>1/5/2022 ; La Trinidad</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.

EDGAR LING-O EDIONG
NOTARY PUBLIC
My Commission Expires on December 31, 2022
Roll No. 52279; May 11, 2006
TIN: 929-803-247
PTR No. 7015318; 12/29/21 for 2022; Benguet
BP LIFETIME NO. 08824; Baguio-Benguet Chapter
Room 215, Pines Hill Commercial Center Building II
(Formerly Narda's Building)
Km. 5, La Trinidad, Benguet, Philippines

Notary Public

Doc. No.: 486
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Series of: 2024



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 in the respective areas of delivery specified under the detailed list of delivery schedule. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods 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 is Eleonor B. Ayan/SFP Focal Person</p> <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> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools or equipment required for assembly and/or delivery of the supplied Goods; c. performance or supervision or maintenance and/or guarantee good quality of the supplied 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; d. availability of manpower for the loading and unloading of the goods to the designated delivery sites; and

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	<p>e. items deemed reject upon delivery and inspection should be replaced within the day or a buffer should be available.</p> <p>The Contract price for the Goods 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 inventories to assure ex-stock supply of the Goods for School Year 2022-2023 or any changes that may be introduced during the contract implementation. The goods 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 the change of delivery schedule or changes in implementation of the project.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as required to prevent damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The packaging must adhere to the conditions specified under Section VII (Technical Specifications)</p>

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[Handwritten signature in blue ink]



	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>“The terms of payment shall be as follows: Payment shall be processed every after complete delivery.”</p>
4	<p>The inspections and tests that will be conducted are: Physical inspection of the goods delivered to the designated delivery sites.</p>



NOTICE OF AWARD

01 August 2022

MR. JAKE T. ALTIYEN
 General Manager
ZENITHAL-JNA CONSTRUCTION AND SUPPLY
 Rm. 2C BSU EMPC & Alumni Bldg.,
 KMS La Trinidad, Benguet

Dear Mr. Altiyen:

We are happy to inform that your bid/proposal received and opened on 18 July 2022 for the project, **Purchase and Delivery of Food Supplies for SFP 12th Cycle in Bangued** under ITB 2022-DSWD-CAR-22 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 Food Supplies for SFP 12 th Cycle in Bangued	P 2,276,675.00
Total	Two Million Two Hundred Seventy-Six Thousand Six Hundred Seventy-Five Pesos	

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,

Digitally signed by Garcia Arnel Bulson
 DN: cn=Garcia Arnel Bulson,
 serialNumber=016002000705, ou=Office of
 the Regional Director, o=Department of
 Social Welfare & Development - CAR, c=PH
 Date: 2022.08.03 15:37:21 +08'00'

ARNEL B. GARCIA, SESO II
 Regional Director

Conforms: _____

Date : August 2, 2022

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DSWD Field Office Cordillera Administrative Region, 40 North Drive, Baguio City, Philippines 2600
 Website: www.car.dswd.gov.ph Tel Nos: (074) 661 0430 | (02) 396 6580 | (0917) 871 9893 | (0917) 872 0256 | (0919) 063 5365 to 68



**BIDS AND AWARDS COMMITTEE
RESOLUTION NO. 567 S. 2022**

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

WHEREAS, the Department of Social Welfare and Development - Cordillera Administrative Region (DSWD-CAR) through the Supplementary Feeding Program planned for the Procurement of the project, **Purchase and Delivery of Food Supplies for SFP 12th Cycle in Bangued** with an Approved Budget for the Contract (ABC) amounting to **Two Million Two Hundred Seventy-Eight Pesos (Php 2,278,000.00)**;

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 Supplemental 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 **28 June 2022 to 18 July 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. 548 S.2022, the said bidder was declared as the **Single Calculated Bid** for passing the bid evaluation process which was presented on **22 July 2022** and the BAC directed the TWG for the conduct of post-qualification;

WHEREAS, a post-qualification was conducted to **Zenithal-JNA Construction and Supply** and the TWG presented the result as follows:

- Has valid and authentic eligibility documents;
- Has complied with the Latest Income and Business Tax Returns through eFPS;
- Assured to adhere to the technical requirements and conditions of the project;
- Has enough contracting capacity to undertake the project;
- Concurred and Signed the Corrected Schedule of Requirements;
- **Zenithal-JNA Construction and Supply** was compliant as to legal, technical and financial requirements, thus found **RESPONSIVE**;



**BIDS AND AWARDS COMMITTEE
RESOLUTION NO. 367 S. 2022**

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

WHEREAS, the BAC deliberated the Post-Qualification Report and found merit to the findings of the TWG and unanimously declared **Zenithal-JNA Construction and Supply** as **Single Calculated and Responsive Bid (SCRB)** 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 **Zenithal-JNA Construction and Supply** as **Single Calculated and Responsive Bid (SCRB)** for the project, **Purchase and Delivery of Food Supplies for SFP 12th Cycle in Bangued** in the amount of **Two Million Two Hundred Seventy-Six Thousand Six Hundred Seventy-Five Pesos (Php 2,276,675.00)**
- Recommend to the Head of the Procuring Entity (HOPE) the award of contract to **Zenithal-JNA Construction and Supply** for approval of the HOPE;

Resolved at DSWD-CAR, Baguio City, Philippines this **28th day of July 2022**.

BIDS AND AWARDS COMMITTEE

ENGR. ENRIQUE H. GASCON, JR

Chairperson

Not Present

RINA CLAIRE L. REYES

Vice-Chairperson

ATTY. MICHELLE GAYAGAY-LEE

Regular Member

ELEONOR B. AYAN

Provisional Member – End-user

ELAIZA JOAN P. TONGSON

Provisional Member – Expert

Approved/Disapproved:

Digitally signed by Garcia Arnel Buison
DN: cn=Garcia Arnel Buison,
serialNumber=0160020000705, ou=Office of
the Regional Director, o=Department of Social
Welfare & Development - CAR, c=PH
Date: 2022.08.03 15:37:06 +08'00'

ARNEL B. GARCIA, CESO II

Regional Director

YUB/efna