



**BIDS AND AWARDS COMMITTEE
RESOLUTION NO. 806 S. 2022**

**RESOLUTION DENYING A MOTION FOR RECONSIDERATION, 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 Supplementary Feeding Program planned for the Procurement of the project, **Purchase and Delivery of Office Supplies for Pantawid Pamilya Pilipino Program** with an Approved Budget for the Contract (ABC) amounting to **One Million Eight Hundred One Thousand Two Hundred Thirty-Eight Pesos and 20/100 (Php 1,801,238.20)**;

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 **03 September 2022 to 27 September 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, the following bidders submitted a bid for the project:

Bidder/s	Bid Amount	Remarks
1. CATALYST COMPUTER OFFICE EQUIPMENT WHOLESALING	1,488,802.00	1 st Lowest Bid as Read
2. INTL PECAN DISTY INC.	1,547,513.00	2 nd Lowest Bid as Read
3. TRENCHANT TRADING	1,622,672.00	3 rd Lowest Bid as Read
4. MB PELAEZ SCHOOL AND OFFICE SUPPLIES	1,643,867.00	4 th Lowest Bid as Read
5. A. CAMARILLO TRADING	1,750,250.00	5 th Lowest Bid as Read
6. JSCG ENTERPRISES, OPC	1,754,540.00	6 th Lowest Bid as Read

WHEREAS, in reference to BAC Resolution No. 787 S.2022, the bid of **Catalyst Computer Office Equipment Wholesaling** being the Lowest Bid as Read was declared **non-compliant** for submitting a Single Largest Completed Contract which is not in accordance to the requirement of the project;

WHEREAS, in the same BAC Resolution, **Int'l Pecan Disty Inc.** was declared as the **2nd Lowest Calculated Bid** for passing the bid evaluation process and subjected for post-qualification;



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WHEREAS, on 5 October 2022, **Catalyst Computer Office Equipment Wholesaling** submitted a motion for reconsideration which was subjected for BAC deliberation on 07 October 2022;

WHEREAS, **Catalyst Computer Office Equipment Wholesaling** interposed the findings and claimed in paragraph 12 of the Motion for Reconsideration that their company is within the exception under the 2016 Revised IRR of RA 9184 as mentioned in Section 23.4.2.4 that states "*The bidder must have completed an SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the PSA consumer price indices, must be at least fifty percent (50%) of the ABC to be bid: Provided, however, That contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB*";

WHEREAS, upon careful deliberation, the BAC unanimously denied the motion for reconsideration submitted by **Catalyst Computer Office Equipment Wholesaling** as the above provision refers to the Eligibility Requirements for the Procurement of Infrastructure Projects and not the Eligibility Requirements for the Procurement Goods. Thus, the stated provision cannot be applied to comply with the requirements of SLCC for the procurement of goods;

WHEREAS, on the same BAC meeting, the result of post-qualification conducted with **Int'l Pecan Disty Inc.** was presented to the BAC with the following result:

- 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;
- The said bidder was found compliant as to legal, technical and financial requirements, thus found **RESPONSIVE**;



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WHEREAS, the BAC deliberated the result of Post-Qualification and found merit to the findings of the TWG and unanimously declared **Int'l Pecan Disty Inc.** 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

- Deny the motion for reconsideration submitted by **Catalyst Computer Office Equipment Wholesaling**;
- Declare the bid of **Int'l Pecan Disty Inc.** as **Lowest Calculated and Responsive Bid (LCRB)** for the project, **Purchase and Delivery of Office Supplies for Pantawid Pamilya Pilipino Program** in the amount of **One Million Five Hundred Forty-Seven Thousand Five Hundred Thirteen Pesos (Php1,547,513.00)**;
- Recommend to the Head of the Procuring Entity (HOPE) the award of contract to **Int'l Pecan Disty Inc.**;
- For approval of the HOPE;

Resolved at DSWD-CAR, Baguio City, Philippines this 7th day of **October 2022**.

BIDS AND AWARDS COMMITTEE



AMELYN P. CABRERA
Alternate Chairperson



RINA CLAIRE L. REYES
Vice-Chairperson


NANCY P. JOSE
Provisional Member – End-user

Not present
ATTY. MICHELLE GAYAGAY-LEE
Regular Member



LOVELY B. GENOVE
Provisional Member – Expert

Approved/Disapproved:



LEO L. QUINTILLA
Regional Director

VUB/nila

NOTICE OF AWARD

10 October 2022

MS. ANGELYN L. DE LOS SANTOS

Business Development Manager

Int'l Pecan Disty, Inc.

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

Quezon City

Dear Ms. De Los Santos:

Warm greetings from the Department of Social Welfare and Development – Cordillera Administrative Region (DSWD-CAR)!

We are happy to inform that your bid/proposal received and opened on **26 September 2022** for the project, **Purchase and Delivery of Office Supplies for Pantawid Pamilya Pilipino Program** under ITB 2022-DSWD-CAR-28 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 Office Supplies for Pantawid Pamilya Pilipino Program	₱ 1,547,513.00
Total	<i>One Million Five Hundred Forty-Seven Thousand Five Hundred Thirteen 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,

LEO L. QUINTILLA
Regional Director

Conforme: ANGELYN L. DELOS SANTOS
Date: October 13, 2022

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CONTRACT AGREEMENT

THIS AGREEMENT made on the _____ day of **October 2022** between **Department of Social Welfare and Development – Cordillera Administrative Region** represented by **LEO L. QUINTILLA, 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.** represented by **MS. ANGELYN L. DELOS SANTOS**, Business Development Manager with office address at 2/F 89-B Narra St., Brgy. Amihan, Project 3, Quezon City, Philippines (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and services, particularly **Purchase and Delivery of Office Supplies for Pantawid Pamilya Pilipino Program** under **ITB 2022-DSWD-CAR-28** and has accepted a Bid by the Supplier for the supply of those goods and services with contract amount of **One Million Five Hundred Forty-Seven Thousand Five Hundred Thirteen Pesos (Php1,547,513.00)**, (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**

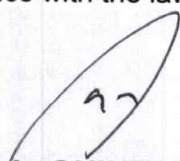


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GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

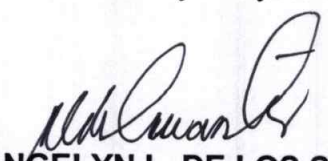
3. In consideration for the sum of **One Million Five Hundred Forty-Seven Thousand Five Hundred Thirteen Pesos (Php1,547,513.00)**, or such other sums as may be ascertained, **Int'l Pecan Disty, Inc.** agrees to provide the goods and services for the **Purchase and Delivery of Office Supplies for Pantawid Pamilya Pilipino Program** under **ITB 2022-DSWD-CAR-28** 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.


LEO L. QUINTILLA
Regional Director

for:

Department of Social Welfare and Development – Cordillera Administrative Region

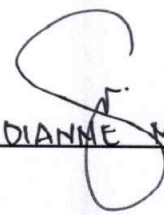

ANGELYN L. DE LOS SANTOS
Business Development Manager

for:

Int'l Pecan Disty, Inc.

Signed in the presence of


FATIMA D. FLORENDO
RPC, Pantawid Pamilya Pilipino Program


CHRISHA DIANNE MAAS

CERTIFIED FUNDS AVAILABLE:

WILBOURN B. BACOLONG
Accountant III



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)


BEFORE ME, a Notary Public for in QUEZON CITY, Philippines,
personally appeared this NOV 14 2022 day of **October 2022**.

Name	Community Tax Cert. No./ID No.	Date/Place Issued
<u>LEO L. QUINTILLA</u>	<u>DSWD ID No. 61096</u>	<u>DSWD Central Office</u>
<u>ANGELYN L. DE LOS SANTOS</u>	<u>COMMUNITY TAX CERT. No. 04419083</u>	<u>San Mateo, Rizal</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.


Socorro Maricel M. Nepomuceno
Notary Public for Quezon City
NP 238 until December 31, 2022
Roll No. 50756 **Notary Public**
IBP No. 178479; 02.16.2022
PTR No. 2430516; 01.04.2022
MCLE No. VI-0018197
35 Matalino Street, Barangay Central
Quezon City, Metro Manila 1100
Contact Number 09985510287

Doc. No.: 294
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Book No.: XI-A
Series of : 2022



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 delivery site specified under Section VI Schedule of Requirements. 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 Mary Melodee Anne W. Anipew/AO II, Property and Supply Section</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> <div><p>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p><p>b. furnishing of tools or equipment required for assembly and/or delivery of the supplied Goods;</p><p>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;</p><p>d. availability of manpower of at least four (4) haulers for the loading and unloading of the goods to the designated delivery site; and</p><p>e. Items found not within the technical specifications will be returned to the winning bidder after inspection. The winning bidder shall replace the items within five (5) working days upon notification by the end user/inspection officer</p><p>f. Warranty: At least sixty (60) calendar days upon delivery</p></div> <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. The goods shall be supplied as promptly as possible, but in any case shall be communicated immediately.</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>
	<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</p>



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	<p>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: <i>Payment shall be processed upon complete delivery.</i>"</p>
4	<p>The inspections and tests that will be conducted are: <i>Physical inspection of the goods delivered to the designated delivery site.</i></p>

NOTICE TO PROCEED

14 November 2022

MS. ANGELYN L. DE LOS SANTOS

Business Development Manager

Int'l Pecan Disty, Inc.

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

Dear Ms. De Los Santos:

Warm greetings from the Department of Social Welfare and Development – Cordillera Administrative Region (DSWD-CAR)!

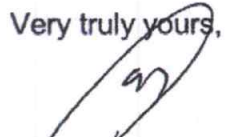
The attached Contract of Agreement having been approved, notice is hereby given to INT'L PECAN DISTY, INC. that work may commence for the project, **Purchase and Delivery of Office Supplies for Pantawid Pamilya Pilipino Program** under ITB 2022-DSWD-CAR-28.

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.

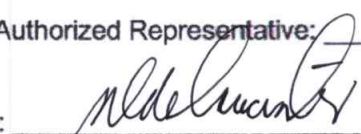
Thank you.

Very truly yours,


LEO L. QUINTILLA
Regional Director

I acknowledge receipt of this Notice on: November 18, 2022
Date

Name or Authorized Representative: ANGELYN L. DELOS SANTOS
Name

Signature: 

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