



NOTICE TO PROCEED

26 January 2021

MR. JAKE T. ALTIYEN
General Manager
ZENITHAL-JNA CONSTRUCTION AND SUPPLY
Rm. 2C BSU EMPC & Alumni Bldg.,
KM5 La Trinidad, Benguet

Dear Mr. Altiyen,

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 **ZENITHAL-JNA CONSTRUCTION AND SUPPLY** that work may commence for the project, **Purchase of Food Supplies for the 11th Cycle Supplementary Feeding Program in Buguias, Tuba, La Trinidad and Mankayan, Benguet** under ITB 2021-DSWD-07.

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 Implementation 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,

LEO L. QUINTILLA
OIC Regional Director

I acknowledge receipt of this Notice on: JANUARY 28, 2021
Date

Name or Authorized Representative: JAKE T. ALTIYEN
Name

Signature:

CONTRACT AGREEMENT

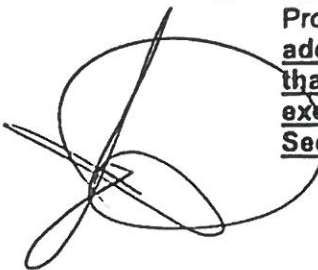
THIS AGREEMENT made the 23rd day of January 2021 between Department of Social Welfare and Development – Cordillera Administrative Region represented by LEO L. QUINTILLA, Regional Director with office address at 40 North Drive, Baguio City, Philippines (hereinafter called “the Entity”) of the one part and ZENITHAL-JNA CONSTRUCTION AND SUPPLY represented by MR. JAKE A. ALTIYEN, Proprietor 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 of Food Supplies for the 11th Cycle Supplementary Feeding Program in Buguias – Lot 2: Food Supplies for SFP in Buguias, Tuba, La Trinidad and Mankayan, Benguet (ITB 2021-DSWD-06) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of Seven Million Two Hundred Twenty-Two Thousand Two Hundred Ninety-Nine Pesos (Php 7,222,299.00), (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

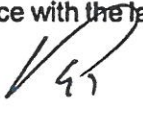
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be 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 **Seven Million Two Hundred Twenty-Two Thousand Two Hundred Ninety-Nine Pesos (Php 7,222,299.00)** for FY2021 or such other sums as may be ascertained, **ZENITHAL-JNA CONSTRUCTION AND SUPPLY** agrees to provide the goods and services for the **Purchase of Food Supplies for the 11th Cycle Supplementary Feeding Program in Buguias – Lot 2: Food Supplies for SFP in Buguias, Tuba, La Trinidad and Mankayan, Benguet** 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 – CAR**


JAKE A. ALTIEN
Owner/Proprietor

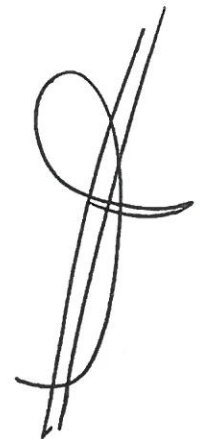
for:

**ZENITHAL-JNA CONSTRUCTION
AND SUPPLY**

Signed in the presence of


ELEONOR BUGALIN-AYAN
SFP Focal Person


WILBOURN B. BACOLONG
Accountant III



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

LA TRINIDAD, BENGUET)

LA TRINIDAD, BENGUET

BEFORE ME, a Notary Public for in _____, Philippines,
personally appeared this JAN 22 2021 day of **JANUARY 2021**.


Name	Community Tax Cert. No./ID No.	Date/Place Issued
<u>LEO L. QUINTILLA</u>	<u>DSWD ID No: 061096</u>	<u>August 23, 2018/Iloilo City</u>
<u>JAKE A. ALTIYEN</u>	<u>22143546</u>	<u>January 11, 2021 / La Trinidad, Benguet</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.

Doc. No.: 70
Page No.: 16
Book No.: 22
Series of: 2021


EDGAR LINGCO EDIONG
Notary Public
My Commission Expires on December 31, 2022
Roll No. 52279; May 11, 2006
PTR No. 6867933; 12/18/2020 for 2021; Benguet
IBP LIFETIME NO. 08824; Baguio-Benguet Chapter
MCLE Compliance No VI-0011768; 08/14/18
Room 215, Pines Hill Commercial Center Building II
Km. 5, La Trinidad, Benguet, Philippines

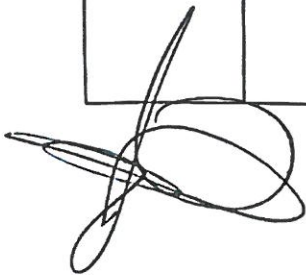


Special Conditions of Contract

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 Buguias, Tuba, La Trinidad and Mankayan, Benguet. 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:</p>
	<p>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p>
	<p>b. furnishing of tools 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 for the loading and unloading of the goods to the designated delivery sites; and</p>
	<p>e. Items deemed reject upon delivery and inspection should be replaced within the day or a buffer should be available.</p>

	Transportation –
	<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>
	Intellectual Property Rights –
	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.
2.2	“The terms of payment shall be as follows: Payment shall be processed every after complete delivery.”
4	The inspections and tests that will be conducted are: <i>Physical inspection of the goods delivered to the designated delivery sites</i>

	<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 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 from June 2021 to November 2021. 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>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>



NOTICE OF AWARD

12 January 2021

MR. JAKE T. ALTIYEN
General Manager
ZENITHAL-JNA CONSTRUCTION AND SUPPLY
Rm. 2C BSU EMPC & Alumni Bldg.,
KM5 La Trinidad, Benguet

Dear Mr. Altiyen,

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 December 9, 2020 for the project, **Purchase of Food Supplies for the 11th Cycle Supplementary Feeding Program in CAR - Lot 2** under **ITB 2021-DSWD-06** as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, as follows:

Lot Number	Description	Contract Amount
Lot 2	Food Supplies for SFP in Buguias, Tuba, La Trinidad and Mankayan, Benguet	Php 7,222,299.00
<i>Total</i>	<i>Seven Million Two Hundred Twenty-Two Thousand Two Hundred Ninety-Nine Pesos</i>	

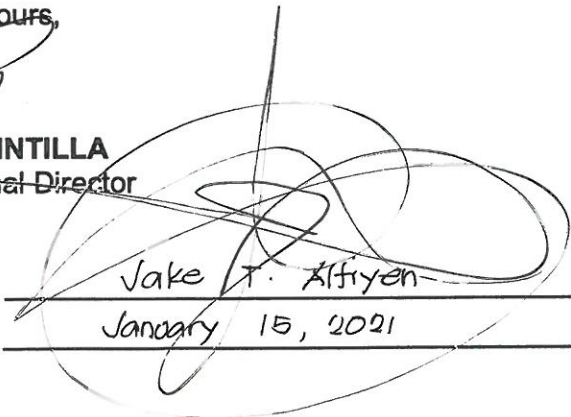
You are hereby required to provide within ten (10) calendar days from receipt of this notice to post the performance security in the form of cash, managers check or cashier's check or bank guarantee issued by a Universal or Commercial Bank in the amount of Five (5%) percent or Surety Bond issued by a 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
OIC Regional Director

Conforme: 
Date : January 15, 2021

**BIDS AND AWARDS COMMITTEE
RESOLUTION DECLARING LOWEST CALCULATED
RESPONSIVE BID AND RECOMMENDING AWARD
RESOLUTION NO.: 946 S. 2020**

WHEREAS, the Department of Social Welfare and Development - Cordillera Administrative Region (DSWD-CAR) planned for the procurement of the project - **Purchase of Food Supplies for the 11th Cycle Supplementary Feeding Program in CAR (ITB 2021-DSWD-CAR-06)** with an Approved Budget for the Contract (ABC) to be funded by the General Appropriations Act of 2021 with the respective amount of:

Lot Number	ABC
1	Php 7,737,600.00
2	Php 7,379,361.25
3	Php 7,932,575.00
4	Php 4,907,246.00
5	Php 920,379.00
6	Php 1,458,000.00

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 CY2021 Indicative Annual Procurement Plan (APP) of the Field Office adopting Public Bidding as mode of Procurement;

WHEREAS, the GPPB Circular 06-2019 dated July 17, 2019, authorized the conduct of **Early Procurement Activities (EPA)** for goods to be delivered and implemented in the following fiscal year pending approval of funding sources;

WHEREAS, the Bids and Awards Committee (BAC) through the BAC Secretariat advertised the Invitation to Bid from **November 18, 2020 to December 09, 2020 9:30AM** 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 response to the said advertisement, the bidder stated below purchased bid documents and submitted a bid/proposal within the set deadline for the submission of bids with cut-off time at 9:00am of December 08, 2020, to wit:

Lot Number	Name of Bidder/s	Bid Amount
1	No bid received	N/A
2	Zenithal-JNA Construction and Supply	Php 7,222,299.00
3	No bid received	N/A
4	No bid received	N/A
5	No bid received	N/A
6	No bid received	N/A

WHEREAS, in reference to **BAC Resolution No. 944 S. 2020, Zenithal-JNA Construction and Supply** was declared as the **Lowest Calculated Bidder** for Lot 2 and subjected for post-qualification by the Technical Working Group (TWG);







**BIDS AND AWARDS COMMITTEE
RESOLUTION DECLARING LOWEST CALCULATED
RESPONSIVE BID AND RECOMMENDING AWARD
RESOLUTION NO.: 946 S. 2020**

WHEREAS, the TWG composed of 1) Mercyllyn T. Liwan/SFP, 2) Chariane G. Pagada/PSAMS, 3) Cyril Balan O. Tudlong/FMD, 4) Ryan Anthony M. Perez/FMD, and 5) Rebekah Joan A. Fernando/PS conducted a post-qualification inquiry with the said bidder;

WHEREAS, during post qualification inquiry, it was verified that aside from the submitted business permit issued by the LGU of Mankayan, Benguet, **Zenithal-JNA Construction and Supply** was also able to present a business permit that was issued by the LGU of La Trinidad, Benguet. With this, the issued permit of La Trinidad, Benguet LGU harmonizes with the other submitted eligibility documents. Hence, it was verified that said bidder was eligible for the procurement at hand;

WHEREAS, based on the post qualification report, the lowest bidder was found to be:

- Legally, technically and financially compliant
- Compliant to all terms and conditions required for the project
- Over-all assessment: **Responsive**

WHEREAS, the BAC deliberated the Post-Qualification Report and found merit to the findings of the TWG. On the other hand, during further evaluation, it was observed that said bidder was not able to indicate the breakdown of all the items required from the form of "Price Schedule of Goods Offered from Within the Philippines". Hence, some items under columns number 6, 7, and 8 were left to be blank. Upon discussion, the BAC resolved to construe that the totality of each unit price was implied to be reflected under column number 5. Thus, the amounts reflected under columns number 5 and 9 were consistent with each other and the same were consistent with their respective calculation under column number 10. Therefore, the said form submitted by the said bidder was found to be correct;

WHEREAS, since no bidder was able submit any bid for Lots number 1, 3, 4, 5, and 6, the BAC resolved to recommend the FAILURE OF BIDDING thereof;

WHEREAS, based on the foregoing, the BAC unanimously declared **Zenithal-JNA Construction and Supply** as the **Single Calculated and Responsive Bidder (SCRB)** for Lot 2;



**BIDS AND AWARDS COMMITTEE
RESOLUTION DECLARING LOWEST CALCULATED
RESPONSIVE BID AND RECOMMENDING AWARD
RESOLUTION NO.: 946 S. 2020**

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 a **Lowest Calculated Responsive Bidder (LCRB)** for Lot 2;
- Recommend the **FAILURE OF BIDDING** for, Lot 1, Lot 3, Lot 4, Lot 5, and Lot 6; and
- Recommend to the Head of Procuring Entity (HOPE) the award of contract for the project, **Purchase of Food Supplies for the 11th Cycle Supplementary Feeding Program in CAR** for Lot 2 having a contract amount of **Seven Million Two Hundred Twenty-Two Thousand Two Hundred Twenty-Nine Pesos Only (Php7,222,229.00)** including all the applicable taxes and fees, subject for approval of the HOPE;

RESOLVED at DSWD-CAR, North Drive, Baguio City this **22nd day of December 2020**.

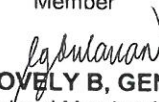
BIDS AND AWARDS COMMITTEE


ENRIQUE H. GASCON JR.
Chairperson


RINA CLAIRE L. REYES
Vice-Chairperson

Not present
ARNOLD D. LARTEC
Member


GIAN CARLO L. DE GUZMAN
Provisional Member (End-User)


LOVELY B. GENOVE
Provisional Member (Expert)


Approved/Disapproved:

LEO L. QUINTILLA
OIC Regional Director


YUB/kenneth