



**BIDS AND AWARDS COMMITTEE  
RESOLUTION NO. 835A S. 2021**

**RESOLUTION DECLARING LOWEST CALCULATED RESPONSIVE BID  
AND FAILURE OF BIDDING FOR LOT 2**

Resolution Declaring LCRB & Recommending Award

**WHEREAS**, the Department of Social Welfare and Development - Cordillera Administrative Region (DSWD-CAR) through the Centers and Institutions planned for Early Procurement of the project, **Purchase and Delivery of CY2022 Food and Non-Food Supplies for Centers** with an Approved Budget for the Contract (ABC) amounting to One Million Eight Hundred Ninety-Eight Thousand Five Hundred Thirty-Two Pesos (**Php1,898,532.00**) broken down below and will be funded through the **National Expenditure Program for 2022**:

- Lot 1: Food and Non-Food for RSCC – Php 559,627.00
- Lot 2: Food and Non-Food for RHWG – Php 838,825.00
- Lot 3: Food and Non-Food for RRCY – Php 500,080.00

**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”;

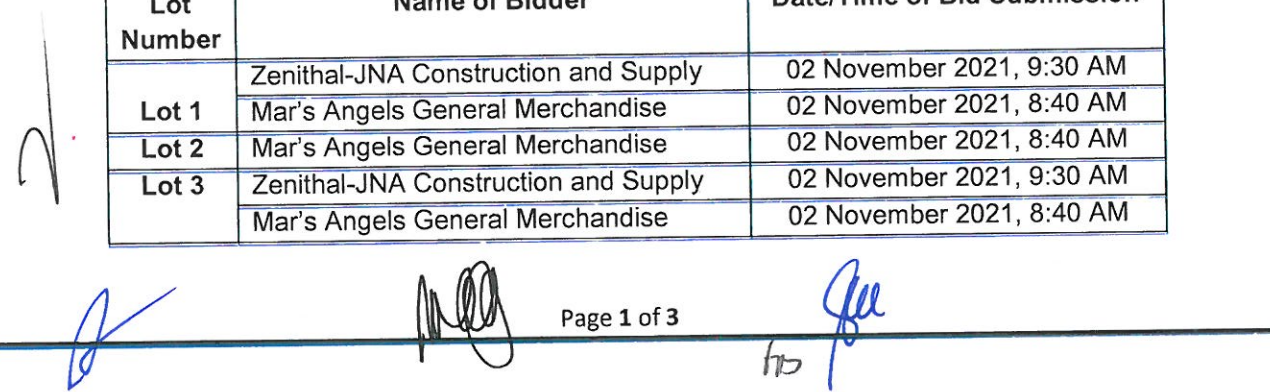
**WHEREAS**, in consonance with the Republic Act 9184 and its Implementing Rules and Regulations, a Project Procurement Management Plan (PPMP) for the project was incorporated in CY2021 Indicative Annual Procurement Plan (APP) of the Field Office adopting Public Bidding as mode of Procurement;

**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 **09 October 2021 to 02 November 2021** 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 following bidders purchased bid documents and submitted bids/proposals within the set deadline for the submission of bids with cut-off time at 11:00am of 02 November 2021, to wit:

Lot Number	Name of Bidder	Date/Time of Bid Submission
Lot 1	Zenithal-JNA Construction and Supply	02 November 2021, 9:30 AM
	Mar's Angels General Merchandise	02 November 2021, 8:40 AM
Lot 2	Mar's Angels General Merchandise	02 November 2021, 8:40 AM
Lot 3	Zenithal-JNA Construction and Supply	02 November 2021, 9:30 AM
	Mar's Angels General Merchandise	02 November 2021, 8:40 AM





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**WHEREAS**, in reference to BAC Resolution no. 805 s.2021, the said bidders were declared as follows as a result of the bid evaluation process:

- Declared the bids of **Zenithal-JNA Construction and Supply for Lot 1: Food and Non-Food Supplies for RSCC and Lot 3: Food and Non-Food Supplies for RRCY as LOWEST CALCULATED BIDS**,
- Declare the bids of **Mar's Angels General Merchandise for LOTS 1, 2 and 3 as DISQUALIFIED**;

**WHEREAS**, a post-qualification was conducted with **Zenithal-JNA Construction and Supply** and the TWG presented the result on 24 November 2021 with the following result;

- **Zenithal-JNA Construction and Supply** was found eligible as to legal, technical and financial requirements as **RESPONSIVE**

**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 Lowest Calculated and Responsive Bid (LCRB) for Lot 1 and Lot 3** upon determination that the bidder has passed all the criteria for post-qualification;

**WHEREAS**, for **Lot 2: Food and Non-Food Supplies for Regional Haven for Women and Girls (RHWG)**, the BAC declared a **Failure of Bidding** since the lone bidder, **Mars Angels General Merchandise** was declared disqualified per BAC Resolution No. 805, s2021. A request for reconsideration was submitted by the said bidder, however, such was denied by the BAC and has not submitted a protest against the decision of the BAC. Thus, the BAC recommended for the re-advertisement of Lot 2 adopting NP-Small Value Procurement since the ABC is below One (1) Million Pesos;

**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 Lowest Calculated Responsive Bid (LCRB) for Lot 1: Food and Non-Food Supplies for RSCC and Lot 3: Food and Non-Food Supplies for RRCY**;
- Recommend to the Head of Procuring Entity (HOPE) that **Lot 2: Food and Non-Food Supplies for Regional Haven for Women and Girls (RHWG)** be re-advertised adopting NP-Small Value Procurement;
- Recommend to the HOPE the award of contract for the project, **Lot 1: Food and Non-Food Supplies for RSCC and Lot 3: Food and Non-Food Supplies for RRCY to Zenithal-JNA Construction and Supply** with an



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aggregate amount of **Nine Hundred Seventy-Nine Thousand Five Hundred Fifty-Two Pesos (Php979,552.00)**;

- **For approval of the HOPE;**

Resolved at DSWD-CAR, Baguio City, Philippines this **24<sup>th</sup> day of November 2021**.

**BIDS AND AWARDS COMMITTEE**

  
**ENRIQUE H. GASCON, JR**

Chairperson

  
**MARY ANN G. BUCLAO**

Vice-Chairperson, Alternate

  
**ATTY. MICHELLE GAYAGAY-LEE**

Regular Member

  
**EDNA S. BENITEZ**

Provisional Member – End-user

  
**JESSIE F. CHELIM**

Provisional Member – Expert

  
**ARNEL B. GARCIA, CESO II**

Regional Director



## NOTICE TO PROCEED

20 January 2022

**MR. JAKE T. ALTIYEN**

General Manager  
Zenithal-JNA Construction and Supply  
Dap-ayan 5, Pico, 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 CY 2022 Food and Non-Food Supplies for Centers – LOT 1 AND LOT 3** under **ITB 2022-DSWD-CAR-003**.

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 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: \_\_\_\_\_

January 25, 2022

Date

Name or Authorized Representative: \_\_\_\_\_

Jake T. Altiyen

Name

Signature: \_\_\_\_\_



**NOTICE OF AWARD**

11 January 2022

**MR. JAKE T. ALTIYEN**  
General Manager  
Zenithal-JNA Construction and Supply  
Dap-ayan 5, Pico, La Trinidad, Benguet

**Dear Mr. Altiyen:**

We are happy to inform that your bid/proposal received and opened on **02 November 2021** for the project, **Purchase and Delivery of CY 2022 Food and Non-Food Supplies for Centers** under **ITB 2022-DSWD-CAR-003** as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, as follows:

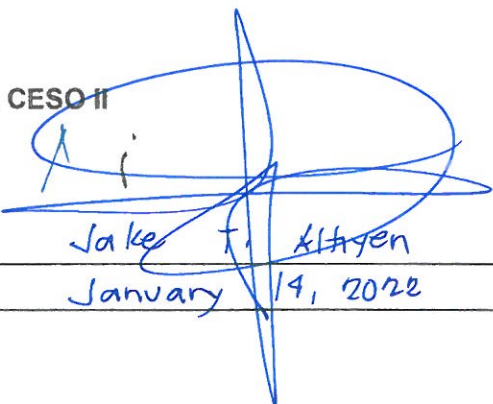
Quantity	Description	Contract Amount
Lot 1	Purchase and Delivery of CY2022 Food and Non-Food Supplies for RSCC	<b>₱ 509,630.00</b>
Lot 3	Purchase and Delivery of CY2022 Food and Non-Food Supplies for RRCY	<b>₱ 469,922.00</b>
<b>Total</b>	<b>Nine Hundred Seventy-Nine Thousand Five Hundred Fifty-Two Pesos</b>	<b>₱ 979,552.00</b>

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



Conforme: \_\_\_\_\_  
Date : \_\_\_\_\_

*Jake T. Altiyen*  
*January 14, 2022*



**CONTRACT AGREEMENT**  
JAN 19 2022

THIS AGREEMENT made on the \_\_\_\_ day of **January 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 **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 CY2022 Food and Non-Food Supplies for Centers** under **ITB 2022-DSWD-CAR-003** and has accepted a Bid by the Supplier for the supply of those goods and services with an aggregate contract amount of **Nine Hundred Seventy-Nine Thousand Five Hundred Fifty-Two Pesos (Php 979,552.00)**, (hereinafter called “the Contract Price”) broken down as follows:

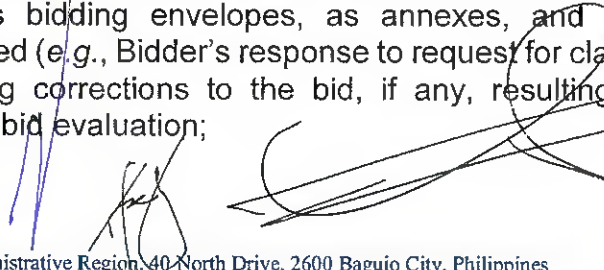
Particulars	Description	Contract Amount
Lot 1	Purchase and Delivery of CY2022 Food and Non-Food Supplies for RSCC	<b>₱ 509,630.00</b>
Lot 3	Purchase and Delivery of CY2022 Food and Non-Food Supplies for RRCY	<b>₱ 469,922.00</b>

**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;








### ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )

LA TRINIDAD, BENGUET )

BEFORE ME, a Notary Public for in LA TRINIDAD, BENGUET, Philippines,  
personally appeared this 19 day of **January 2022**.

JAN 19 2022

Name Community Tax Cert. No./ID No. Date/Place Issued

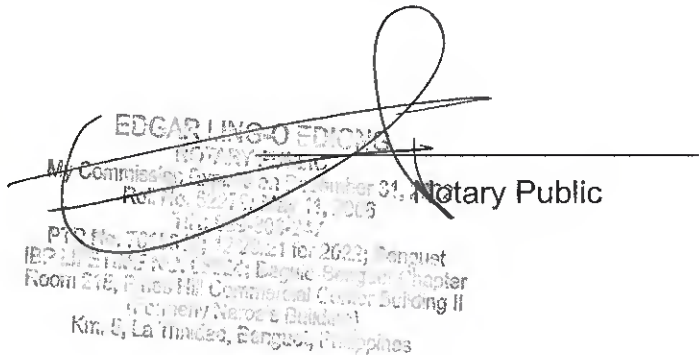
ARNEL B. GARCIA, CESO II \_\_\_\_\_

JAKE T. ALTIYEN 01323866 1/5/2022 La Trinidad

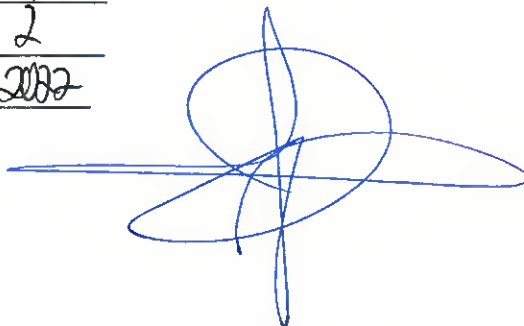
Known to me to be the same persons, who executed the foregoing instruments and acknowledged that the same is free and voluntary act and deed.

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 LINO O. EDIONA  
NOTARY PUBLIC  
My Commission Expires on 31 December 31, 2023  
Reg. No. 8276, Date 13, 2019  
P.O. Box 100000  
12010 La Trinidad, Benguet  
1871, S. Torres Rd., La Trinidad, Benguet, Chapter  
Room 218, Pineda Hill Commercial Center Building II  
C. C. Nery Nery's Building  
Kin. 5, La Trinidad, Benguet, Philippines

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- 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 **Nine Hundred Seventy-Nine Thousand Five Hundred Fifty-Two Pesos (Php 979,552.00)** for FY2022 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 CY2022 Food and Non-Food Supplies for Centers** under **ITB 2022-DSWD-CAR-003** 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.

  
**ARNEL B. GARCIA, CESO II**  
Regional Director

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**

  
**EDNA S. BENITEZ**  
Center Coordinator

  
**JANICE TALBAN**  
Liason Officer, Zenithal-JNA  
Construction and Supply

**CERTIFIED FUNDS AVAILABLE:**

  
**WILBOURN B. BACOLONG**  
Accountant III




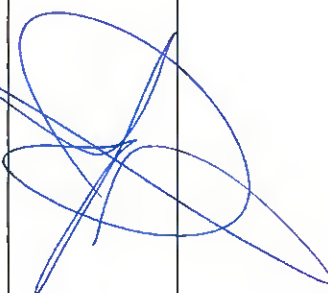

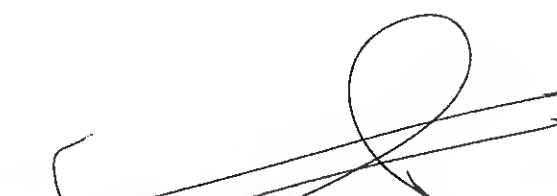


## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></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 <b>respective areas of delivery specified under the detailed list of delivery schedule</b>. 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 are:</p> <ol style="list-style-type: none"> <li>1. <b>Edna S. Benitez</b>, Center Coordinator</li> <li>2. <b>Nelly Mason</b>, Center Head – RSCC</li> <li>3. <b>Rojhelea Ann Claur</b>, Center Head - RRCY</li> </ol>
	<p><b>Incidental Services –</b></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"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools or equipment required for assembly and/or delivery of the supplied Goods;</li> <li>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;</li> </ol>

*[Handwritten blue scribbles and signatures]*



	<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> <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 <b>Section VI (Schedule of Requirements)</b> and <b>Section VII (Technical Specifications)</b> 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 <b>for FY2022 or any changes that may be introduced during the contract implementation</b>. 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><b>Packaging –</b></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><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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: <b>Payment shall be processed every after complete delivery.</b>”</p>
4	<p>The inspections and tests that will be conducted are: <b>Physical inspection of the goods delivered to the designated delivery site</b></p>

