

BIDS AND AWARDS COMMITTEE (BAC)
Resolution No. 21-12-220

RUSH

**RECOMMENDING THE USE OF REPEAT ORDER AS AN ALTERNATIVE MODE OF
PROCUREMENT AND AWARD OF CONTRACT FOR THE REPEAT ORDER OF
935,188 TINS OF CANNED CORNED BEEF FOR THE PRODUCTION OF FAMILY
FOOD PACKS CY 2021**
(PR No. 2021110877)

WHEREAS, on 15 January 2021, the Bids and Awards Committee (BAC) issued Resolution No. 21-01-007 recommending the Execution of Framework Agreement for Item No. 1 – Canned Corned Beef for the **Procurement of Raw Materials for the Production of Family Food Packs Through Framework Agreement for CY 2021 to 2 Go Global International Corp.** The price per tin of Canned Corned Beef is Twenty-Seven Pesos and Sixteen Centavos (Php27.16), inclusive of applicable taxes. Copies of the BAC Resolution and Notice to Execute Framework Agreement are hereto attached, marked as **Annexes “A”** and **“B”**, respectively, and are made integral parts hereof;

WHEREAS, on 26 February 2021, the Framework Agreement for the aforementioned project was issued. A copy of the Framework Agreement is hereto attached, marked as **Annex “C”**, and made an integral part hereof;

WHEREAS, on 23 November 2021, the Procurement Planning and Management Division (PPMD) of the Procurement Management Service (PMS) forwarded a referral to the BAC for the Repeat Order of 935,188 tins of Canned Corned Beef for the Production of Family Food Packs Through Framework Agreement for CY 2021. The Approved Budget for the Contract is **Twenty-Five Million Three Hundred Ninety-Nine Thousand Seven Hundred Six Pesos and Eight Centavos (Php25,399,706.08)**. Copies of the Memorandum, Purchase Request (PR) and Project Proposal are hereto attached, marked as **Annexes “D”**, **“E”** and **“F”**, respectively, and made integral parts hereof;

WHEREAS, Section 11. (Repeat Order) of Appendix 32 (Guidelines on the Use of Framework Agreement by All Procuring Entities) of the 2016 revised IRR of RA No. 9184 states that:

“11.1 No Repeat Order for an item in the Framework Agreement List shall be allowed until after the procuring entity has exhausted the maximum quantity for the same item specified therein or after the Framework Agreement has expired, whichever comes first and subject to the conditions provided in Section 51 of RA No. 9184 and its revised IRR. For this purpose, the Repeat Order may only be availed of within six (6) months from the date of the last or final Call-Off for a specific item where the maximum quantity has been exhausted or from the expiration of the Framework Agreement.

11.2 In case Repeat Order is allowed and resorted to, the twenty five percent (25%) maximum allowable quantity shall be based on the aggregate quantity of actual items ordered and delivered.”



WHEREAS, the NRLMB submitted its statement of compliance on the required conditions to justify the use of Repeat Order pursuant to Section 11 Appendix 32 of the 2016 revised IRR of RA No. 9184, to wit:

CONDITIONS	STATEMENT OF COMPLIANCE														
<p>No Repeat Order for an item in the Framework Agreement List shall be allowed until after the procuring entity has exhausted the maximum quantity for the same item specified therein or after the Framework Agreement has expired, whichever comes first.</p>	<p>The maximum quantity of Canned Corned Beef as specified in the Framework Agreement List is already exhausted thus, requesting for repeat order. The breakdown of the total quantity ordered per Call-Offs is shown on the table below:</p> <table border="1" data-bbox="804 721 1374 1133"> <thead> <tr> <th>Call-Off No.</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>2021-06-0002</td> <td>480,000</td> </tr> <tr> <td>2021-06-0003</td> <td>800,000</td> </tr> <tr> <td>2021-07-0006</td> <td>800,000</td> </tr> <tr> <td>2021-08-0011</td> <td>800,000</td> </tr> <tr> <td>2021-09-0015</td> <td>860,752</td> </tr> <tr> <td>Total Quantity</td> <td>3,740,752</td> </tr> </tbody> </table>	Call-Off No.	Quantity	2021-06-0002	480,000	2021-06-0003	800,000	2021-07-0006	800,000	2021-08-0011	800,000	2021-09-0015	860,752	Total Quantity	3,740,752
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<p>Repeat Order may only be availed of within six (6) months from the date of the last or final Call-Off for a specific item where the maximum quantity has been exhausted or from the expiration of the Framework Agreement.</p>	<p>The repeat order of Canned Corned Beef is still within six (6) months from the date of the last or final call-off, which is 2 September 2021. The maximum quantity of Canned Corned Beef as indicated in the Framework Agreement List is already exhausted.</p>														
<p>Unit prices of the repeat order must be the same as or lower than those in the original contract: Provided, That such prices are still the most advantageous to the GoP after price verification</p>	<p>The unit price per tin is still the same (Php27.16 per tin of Canned Corned Beef) and still the most advantageous price for the DSWD based on the latest Market Scan submitted by the NRLMB, as follows:</p> <table border="1" data-bbox="804 1697 1374 2033"> <thead> <tr> <th>Supplier's Name</th> <th>Unit Cost per tin (in Phil Peso)</th> </tr> </thead> <tbody> <tr> <td>2 Go Global International Corporation</td> <td>27.16</td> </tr> <tr> <td>National Cooperative Marketing Federation</td> <td>27.50</td> </tr> <tr> <td>Hi-Top Supermart Inc.</td> <td>32.60</td> </tr> </tbody> </table>	Supplier's Name	Unit Cost per tin (in Phil Peso)	2 Go Global International Corporation	27.16	National Cooperative Marketing Federation	27.50	Hi-Top Supermart Inc.	32.60						
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2 Go Global International Corporation	27.16														
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<p>The repeat order will not result in splitting of contracts, requisitions, or purchase orders, as provided for in Section 54.1 of this IRR</p>	<p>The quantity requested will not result in splitting of contracts, requisitions, or purchase because the request for repeat order is for the replenishment of stocks to produce and provide family food packs to serve the needed requirements of the DSWD Field Offices for the continuous augmentation to disaster affected individuals and/or families considering the maximum quantity in the original framework agreement is already consummated.</p>
<p>Repeat orders shall not exceed twenty-five percent (25%) of the quantity of each item in the original contract. In order not to exceed the 25% threshold, the goods under the original contract must be:</p> <ol style="list-style-type: none">i. Quantifiable;ii. Divisible; andiii. Consisting of at least four (4) units per item.	<p>The repeat order for canned corned beef with a quantity of 935,188 does not exceed the 25% of the total quantity of 3,740,752 in the original Framework Agreement.</p>

Copies of the Memorandum on the statement of compliance, Market Scan, Framework Agreement List, Call-Offs are hereto attached, marked as **Annexes "G", "H", "I" and "J"**, respectively, and made integral parts hereof;

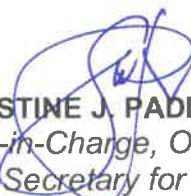
NOW, THEREFORE, in view of the foregoing and on the basis of the documents presented, we, the members of the Bids and Awards Committee resolves, as it is hereby resolved, to recommend the following:

1. Adopt the Repeat Order as the procurement modality for the aforementioned procurement request pursuant to Section 11 (Repeat Order) of Appendix 32 (Guidelines on the Use of Framework Agreement by All Procuring Entities) of the updated 2016 revised Implementing Rules and Regulations of the Republic Act No 9184; and
2. Award of Contract to **2 Go Global International Corporation** for the **Repeat Order of 935,188 tins of Canned Corned Beef for the Production of Family Food Packs through Framework Agreement for CY 2021**. The unit cost of Canned Corned Beef is **Twenty-Seven Pesos and Sixteen Centavos (Php27.16)** per tin and the Total Contract Price for the Repeat Order is **Twenty-Five Million Three Hundred Ninety-Nine Thousand Seven Hundred Six Pesos and Eight Centavos (Php25,399,706.08)**, inclusive of applicable taxes.

RESOLVED, this 3rd day of **December 2021** at Quezon City, Philippines.


ATTY. KARINA ANTONNETE A. AGUDO
Officer-in-Charge, Administrative Service
Regular Member

ERNESTINA Z. SOLLOSO
Director III, Pantawid Pamilyang Pilipino Program
Alternate Member


ATTY. KRISTINE J. PADILLA-ANTOLIN
Officer-in-Charge, Office of the Assistant Secretary for Luzon Affairs
Regular Member

FELIX M. ARMEÑA
Information Technology Officer III, Information and Communication Technology Management Service
Alternate Member

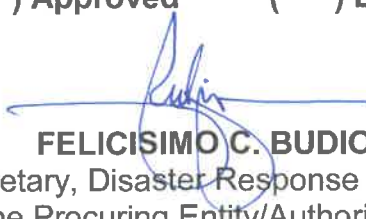

ATTY. PAUL ANTHONY A. TACORDA*
Officer-in-Charge, Legal Service
Regular Member

LEONARDO C. REYNOSO
Director IV, Human Resource Management and Development Service
Alternate Member


NOEL M. MACALALAD
Assistant Secretary for Standards and Capacity Building
Chairperson


EMMANUEL P. PRIVADO
Director IV, National Resource and Logistics Management Bureau
Provisional Member

() **Approved** () **Disapproved**


FELICISIMO C. BUDIONGAN
Undersecretary, Disaster Response Management Group
(Head of the Procuring Entity/Authorized Representative)

*Designated as Vice-Chairperson in the absence of the Chairperson