Bid Notice Abstract

Invitation to Bid (ITB)

Reference Number 12009436

Procuring Entity DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT - REGION XII

Title DSWD12-SFP-2025-03-006LOT2(2ND POSTING) PROCUREMENT OF TONED MILK For the use of 500 undernourished day care children in LGU Lake Sebu, beneficiaries of 120 days Milk Feeding Program for CY 2025

Area of Delivery South Cotabato

Printable Version

Solicitation Number:	DSWD12-SFP-2025-03-006LOT2(2ND POSTING)
Trade Agreement:	Implementing Rules and Regulations
Procurement Mode:	Public Bidding
Classification:	Goods
Category:	Food Stuff
Approved Budget for the Contract:	PHP 1,320,000.00
Delivery Period:	
Client Agency:	
Contact Person:	Loreto Jr. Vargas Cabaya Regional Director Regional Center, Brgy. Carpenter Hill Koronadal City South Cotabato Philippines 9506 63-228-3180 Ext.81 63-228-3180 procurement.fo12@dswd.gov.ph

Status	**Pending**
Associated Components	2
Bid Supplements	0
Document Request List	0
Date Published	06/05/2025
Last Updated / Time	05/05/2025 7:56 AM
Closing Date / Time	20/05/2025 10:30 AM

Description

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE XII
Regional Center, Brgy. Carpenter Hills, Koronadal City, 9506

PHILIPPINE BIDDING DOCUMENTS
FOR THE
PROCUREMENT OF TONED MILK For the use of 500 undernourished day care children in LGU/s Lake Sebu, beneficiaries of 120 days Milk Feeding Program for CY 2025

Project Identification No. DSWD12-SFP-2025-03-006LOT2(2ND POSTING)

Government of the Republic of the Philippines

Sixth Edition
July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as Proposal and Tender. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).
Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)
GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as civil works or works. (2016 revised IRR, Section 5[u])

LGU/s – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;

b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;

c. The deadline for the submission and receipt of bids; and

d. Any important bid evaluation criteria (e.g., the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID FOR THE

DSWD12-SFP-2025-03-006LOT2(2ND POSTING) PROCUREMENT OF TONED MILK FOR THE USE OF 500 UNDERNOURISHED DAY CARE CHILDREN IN LGU/S LAKE SEBU, BENEFICIARIES OF 120 DAYS MILK FEEDING PROGRAM FOR CY 2025

1. The Department of Social Welfare and Development Field Office XII, through the GENERAL APPROPRIATIONS ACT FY 2025 intends to apply the sum of One Million and Three Hundred Twenty Thousand Pesos Only (₱1,320,000.00) being the ABC to payments under the contract for DSWD12-SFP-2025-03-006LOT2(2ND POSTING) PROCUREMENT OF TONED MILK FOR THE USE OF 500 UNDERNOURISHED DAY CARE CHILDREN IN LGU/S LAKE SEBU, BENEFICIARIES OF 120 DAYS MILK FEEDING PROGRAM FOR CY 2025. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Department of Social Welfare and Development Field Office XII now invites bids for the above Procurement Project. Delivery of the Goods is required As Per Scheduled by the End-user. Bidders should have completed, within Two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from Department of Social Welfare and Development Field Office XII – Bids and Awards Committee Secretariat Office and inspect the Bidding Documents at the address given below during office hours (8:00a.m. to 5:00 p.m.).

5. A complete set of Bidding Documents may be acquired by interested Bidders on 06 May 2025 to 19 May 2025, 05:00 p.m. from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of FIVE THOUSAND PESOS ONLY (Php 5,000.00).

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

6. The Department of Social Welfare and Development Field Office XII held the Pre-Bid Conference last 25 March 2025, 10:30 a.m. at DSWD Field Office 12, Regional Center, Brgy. Carpenter Hill, Koronadal City, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below on or before 20 May 2025, 09:00 a.m. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

9. Bid opening and evaluation shall be on 20 May 2025, 10:30 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The Department of Social Welfare and Development Field Office XII reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

DSWD 12 – BAC Secretariat Head
Administrative Division – Procurement Section
DSWD Field Office 12, Regional Center, Brgy. Carpenter Hills, Koronadal City, 9506
procurement.fo12@dswd.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:
https://fo12.dswd.gov.ph/bid-bulletin/
https://www.philgeps.gov.ph

05 May 2025

JACKIYA A. LAO

BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Department of Social Welfare and Development Field Office XII wishes to receive Bids for the PROCUREMENT OF TONED MILK For the use of 500 undernourished day care children in LGU/s Lake Sebu, beneficiaries of 120 days Milk Feeding Program for CY 2025 with identification number DSWD12-SFP-2025-03-006LOT2(2ND POSTING).

The Procurement Project (referred to herein as "Project") is composed of one lot or item, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2025 Approved GAA in the amount of One Million and Three Hundred Twenty Thousand Pesos Only (₱1,320,000.00).

2.2. The source of funding the General Appropriations Act.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or IB by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.

7. Subcontracts

7.1. The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity held the pre-bid conference for this Project last 25 March 2025, 10:30 a.m. and at its physical address DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE 12, Regional Center, Brgy. Carpenter Hill, Koronadal City as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the IB, on/or before 10 May 2025 or at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components
X
10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).

10.2. The Bidder’s SLCC as indicated in ITB Clause 5.3 should have been completed within Two (2) Years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity’s country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in the BDS.

b. For Goods offered from abroad:

i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in the BDS.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.

14.2. The Bid and bid security shall be valid until 20 September 2025. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and,

thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the IB.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as One Project having several items, which shall be awarded as separate contracts per item.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the BDS.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

a. Information that specifies and complements provisions of the ITB must be incorporated.

b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet
ITB Clause
5.3 For this purpose, contracts similar to the Project shall be:

a. Supply and delivery of TONED MILK

b. Completed within at least two (2) years prior to the deadline for the submission and receipt of bids.
7.1 Subcontracting is not allowed
12 The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.

14.1 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
a. The amount of not less than ₱26,400.00 or the amount equivalent to two percent (2%) of ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
b. The amount of not less than ₱66,000.00 or the amount equivalent to five percent (5%) of ABC if bid security is in Surety Bond.
19.1 1. All forms must be submitted using the prescribed format provided by the Procuring Entity and completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

2. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder, otherwise, bids shall be subject to an outright disqualification.
20.2 Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice of Post Qualification from the BAC that the supplier has the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB), the Supplier shall submit and/or present the following requirements for Post Qualification in accordance to Section 34 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA9184:
1. Present original copy of the following:
a. a. Latest Income Tax Return and Business Tax Return (For 4th Quarter of 2024)
b. b. Latest Value Added Tax (VAT) Return (For 4th Quarter of 2024)
Only tax returns filed and taxes paid through the BIR Electronic Filing & Payment System (EFPS) shall be accepted.
c. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)

d. Valid Registration Certificate from Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;

e. Valid Business/Mayor's permit issued by the city or municipality where the principal place of business of the bidder is located;

f. Valid Tax Clearance per EO 398, Series of 2005, as finally reviewed and approved by the BIR;

g. Bureau of Internal Revenue (BIR) Registration Certificate.

h. Copy of Contracts or PO's, Notice of Award (NOA) and Notice to Proceed (NTP) for all On-going contracts

i. End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt/s (duplicate or triplicate copy) relative to Single Largest Completed Contract

j. Company profile and Organizational Chart. Company printed brochure may be included.

k. Vicinity Map/Location of the business.

l. Other appropriate licenses and permits required by law and stated in the Bidding Documents.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

NOTE: FOR POST QUALIFICATION PURPOSES ONLY
20.3 Each Bidder shall submit the following in one (1) "mother" envelope duly sealed and labeled, containing two (2) sets of envelopes for Technical Component Envelope and Financial Component Envelope.
Bidding Documents shall be prepared with proper label and tabbing for easy checking and evaluation during bid opening.
20.4 All envelopes shall be labeled/marked as follows:
TO : JACKIYA A. LAO
CHAIRPERSON
BIDS AND AWARDS COMMITTEE DSWD-FIELD OFFICE 12

FROM :_____
(Name of Bidder in Capital Letters)

ADDRESS: _____ (Address of Bidder in Capital Letters)
PROJECT:
PROCUREMENT OF TONED MILK For the use of 500 undernourished day care children in LGU/s Lake Sebu, beneficiaries of 120 days Milk Feeding Program for CY 2025
BID REF NO.: ITB NO.
DSWD12-SFP-2025-03-006LOT2(2ND POSTING)
Approved Budget for the Contract :
One Million and Three Hundred Twenty Thousand Pesos Only (₱1,320,000.00)
DO NOT OPEN BEFORE: 20 May 2025; 10:30 A.M.
21.2 No further instructions

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties

under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the Special Conditions of Contract (SCC).

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.
Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

a. Information that complements provisions of the GCC must be incorporated.

b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract
GCC Clause
Delivery and Documents –

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:

Delivery Term: As Per Scheduled by the End-user
Place of Delivery / Venue: LGU Lake Sebu
Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

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.

Spare Parts – Not applicable

Packaging – Not Applicable

The Supplier shall provide such packaging of the Goods as is required to prevent their 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.

Transportation –

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.

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.

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:

Partial payment must correspond to the value of goods delivered and accepted after the appropriate inspection and acceptance procedures.

Proof of deliveries (delivery receipts or acknowledgement receipts) must be signed by an authorized person to support claims for payment.
4 The inspections and tests that will be conducted by the Inspection (DSWD Inspection Committee), Designated Inspectorate at the Regional Level, Final Acceptance by the DSWD Acceptance Committee, and End-User

Section VI. Schedule of Requirements

DSWD12-SFP-2025-03-006LOT2(2ND POSTING) PROCUREMENT OF TONED MILK For the use of 500 undernourished day care children in LGU/s Lake Sebu, beneficiaries of 120 days Milk Feeding Program for CY 2025

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number Description Quantity Total Delivered, Weeks/Months
LOT2 Lake Sebu Delivery of the Goods is required to be delivered As Per Scheduled by the End-user
Toned Milk, plain (180-200 ml per pack) 30,000 pack/s 30,000 pack/s
Toned Milk, flavored (180-200 ml per pack) 30,000 pack/s 30,000 pack/s
Nutrient Content:
140-180 Calories
Total Fat (3-8.5g)
Total Carbohydrates (15-30g)
Total Protein (5-12g)
Calcium (220-350mg)
Supply and Delivery of the following:
Lake Sebu
NOTES:
Free delivery to identified 3-5 dropping points or cluster per LGU.
Primary Packaging: Food Grade Polyethylene Bags labeled with nutritional facts, production date and expiration date.
Secondary Packaging: (in sets per DCC based on the attached schedule and quantity) and shall be done in the supplier's sanitized area prior to the date of delivery.
The supplier should be National Dairy Authority or Philippine Carabao Center accredited.
The supplier should have Sanitary Permit.
DELIVERY:
Delivery is based on the agreed and conformed schedule set by the End-User and Supplier.
The milk pack/s will be delivered once a week to the designated areas or pickup points.
Delivery is within the attached schedule of delivery and timeline (8:00 to 11:00 AM)
Contract duration is 120 working days or 6 months upon the commencement of first delivery.
Milk pack/s must be delivered frozen in styroboxes. Supplier must provide ice boxes filled with enough ice to keep cold always. Cold chain must not be broken during delivery, distribution, and storage.
The supplier is encouraged to bring extra milk pack/s (buffer stock), in case of damaged/lacking milkpack/s upon delivery.
Any damaged/lacking goods upon delivery shall be replaced within the day.
INSPECTION AND FINAL ACCEPTANCE:
Acceptance by the LGU; C/MSWDO/Focal Person/SFP Staff. Inspection by the DSWD Inspection Committee. Final Acceptance by the DSWD Acceptance Committee.
Twenty working days (20) after submission of billing statement and other supporting documents.
General Requirements:
The supplier must attach a certification of satisfactory performance for all its completed government projects for the last year. Any unsatisfactory performance will result in disqualification in accordance with the RDC Resolution

Conforme:

Name of Company: _____
Signature of Bidder or Authorized Representative: _____
Name and Designation: _____
Date: _____

Section VII. Technical Specifications

Technical Specifications

DSWD12-SFP-2025-03-006LOT2(2ND POSTING) PROCUREMENT OF TONED MILK For the use of 500 undernourished day care children in LGU/s Lake Sebu, beneficiaries of 120 days Milk Feeding Program for CY 2025

Item Specification Statement of Compliance
[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
LOT2 Lake Sebu
Toned Milk, plain (180-200 ml per pack) – 30,000 pack/s
Toned Milk, flavored (180-200 ml per pack) – 30,000 pack/s
Nutrient Content:
140-180 Calories
Total Fat (3-8.5g)
Total Carbohydrates (15-30g)
Total Protein (5-12g)
Calcium (220-350mg)
Supply and Delivery of the following:
Lake Sebu
NOTES:
Free delivery to identified 3-5 dropping points or cluster per LGU.
Primary Packaging: Food Grade Polyethylene Bags labeled with nutritional facts, production date and expiration date.
Secondary Packaging: (in sets per DCC based on the attached schedule and quantity) and shall be done in the supplier's sanitized area prior to the date of delivery.
The supplier should be National Dairy Authority or Philippine Carabao Center accredited.
The supplier should have Sanitary Permit.
DELIVERY:
Delivery is based on the agreed and conformed schedule set by the End-User and Supplier.
The milk pack/s will be delivered once a week to the designated areas or pickup points.
Delivery is within the attached schedule of delivery and timeline (8:00 to 11:00 AM)
Contract duration is 120 working days or 6 months upon the commencement of first delivery.
Milk pack/s must be delivered frozen in styroboxes. Supplier must provide ice boxes filled with enough ice to keep cold always. Cold chain must not be broken during delivery, distribution, and storage.
The supplier is encouraged to bring extra milk pack/s (buffer stock), in case of damaged/lacking milkpack/s upon delivery.
Any damaged/lacking goods upon delivery shall be replaced within the day.
INSPECTION AND FINAL ACCEPTANCE:
Acceptance by the LGU; C/MSWDO/Focal Person/SFP Staff. Inspection by the DSWD Inspection Committee. Final Acceptance by the DSWD Acceptance Committee.
Twenty working days (20) after submission of billing statement and other supporting documents.
General Requirements:
The supplier must attach a certification of satisfactory performance for all its completed government projects for the last year. Any unsatisfactory performance will result in disqualification in accordance with the RDC Resolution

Conforme:

Name of Company: _____
Signature of Bidder or Authorized Representative: _____
Name and Designation: _____
Date: _____

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE
Class "A" Documents
Legal Documents
☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents
☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and
☐ (e) Conformity with the Technical Specifications, which include production/delivery schedule, manpower requirements, and/or after-sales/parts; and
☐ (f) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents
☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE
☐ (i) Original of duly signed and accomplished Financial Bid Form; and
☐ (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)
☐ (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Created by	Loreto Jr. Vargas Cabaya
Date Created	05/05/2025

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