

BIDS AND AWARDS COMMITTEE

NOTICE FOR NEGOTIATED PROCUREMENT

Negotiated Procurement: Two (2) Failed Biddings
NNP No. 24-DSWDFO1-03
03 May 2024

NEGOTIATED PROCUREMENT FOR THE PROVISION OF PLATED OR PACKED MEALS AND SNACKS FOR DSWD FIELD OFFICE 1 ACTIVITIES FOR CY 2024 THROUGH FRAMEWORK AGREEMENT

1. The Department of Social Welfare and Development – Field Office 1 (DSWD – FO 1), through its Bids and Awards Committee, will conduct a negotiated procurement, after two (2) consecutive failed biddings, pursuant to Section 53.1 of the revised Implementing Rules and Regulations of Republic Act No. 9184, for the procurement of the Provision of Plated or Packed Meals and Snacks for DSWD Field Office 1 Activities for CY 2024 Through Framework Agreement with an Approved Budget for the Contract (ABC) of One Million Pesos only (PhP1,000,000.00).
2. Interested/invited bidders may submit their Best and Final Offer for negotiation to the Bids and Awards Committee Secretariat at DSWD FO 1, Quezon Avenue, City of San Fernando, La Union on or before 20 May 2024, at 9:00 AM. No submissions shall be accepted after this hour. Offers should, in no case, exceed the ABC for the project. Opening of bids will follow at 10:00 AM at the DSWD FO 1 Operations Center, Quezon Avenue, City of San Fernando, La Union.
3. The Best and Final Offer shall include the Statement of Compliance with the Technical Specifications and Terms and Conditions in accordance with Annex “A”. The eligibility documents enumerated under Annex “B” shall be included in the submission of the bidder’s Best and Final Offer. Bidding Forms are attached on Annex “C”.
4. To facilitate the submission of the best and final offers, bidders are requested to submit their eligibility documents in the order indicated in Annex “B”. Bidders shall provide, in a SEALED Envelope, one (1) original and two (2) copies of the first and second components of its bid. Bidding documents will be packaged per lot. Sealing and Marking of Bids is presented on Annex “D”.
5. The successful offer shall be selected on the basis of the compliance with the Technical Specifications and the Best and Final Offer.
6. The DSWD – FO 1 reserves the right to accept or reject any offer, to annul the negotiation process, and to reject all offers at any time prior to contract award, without incurring any liability to the affected participants.
7. For further information, please refer to:

BIDS AND AWARDS COMMITTEE SECRETARIAT
DSWD Field Office 1, Quezon Avenue, City of San Fernando, La Union
Trunk Line Number: (072) 687-80-00 local 11222
Email Address: bac.fo1@dswd.gov.ph
Fax Number: (072) 888-21-84/888-25-05
Website: <http://www.fo1.dswd.gov.ph>

CLARIVEL C. BANZUELA
BAC Chairperson

Annex “A”

DIRECTION:

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.

TECHNICAL SPECIFICATIONS			
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance
AM Snacks	2,000	assorted fruits/pasta/pancit/sandwich/burger/siopao/ shanghai and fresh fruit juice/water/soda/tea	
Lunch	2,000	1 cup rice, meat/fish, vegetable, dessert and bottled water	
PM Snacks	2,000	assorted fruits/pasta/pancit/sandwich/burger/siopao/ shanghai and fresh fruit juice/water/soda/tea	

**PROVISION OF PLATED OR PACKED MEALS AND SNACKS FOR
DSWD FIELD OFFICE 1 ACTIVITIES FOR CY 2024**

TERMS & CONDITIONS

- A. Where there is an increase or decrease in the number of participants, the End-user shall inform the Service Provider on the second day of the activity.
- B. Delivery/project site shall be at the RPMO/POO La Union and DSWD Field Office 1, City of San Fernando, La Union. The Catering Services Provider shall submit a complete set of menu at least one (1) week prior to implementation of the Framework Agreement, and the list may be updated from time to time.
- C. The choice of set menu for each activity shall be with written notice or approval by the End User.
- D. Upon delivery of the Service Provider of the food at the project site, Delivery Receipt and Charge Invoice shall be presented to the Procuring Entity, through the authorized representative.
- E. The transport of food and equipment/tools needed for Catering Services to the Project Site shall be arranged by the Service Provider, and their related costs shall be deemed included in the Contract Price.
- F. The Service Provider shall provide the utensils, equipment, and materials necessary for serving the foods required under the Contract.
- H. The Service Provider must see to it that all the utensils, glasses, tools, and equipment are clean and sterile.
- I. The service Provider shall assign staff to assist the end user during the whole duration of activity particularly attending the needs and serving the food to the participants.

- J. The Procuring Entity in consultation with the end user shall identify the mode on how the food will be served.
- K. The Service Provider must ensure the use of environment-friendly materials.
- L. The Service Provider's personnel shall be in proper sanitary attire pleasing to the customer.
- M. Any excess/leftover food of the catering services shall be turned over to the Procuring Entity or end user at the end of each day.
- N. The Procuring Entity shall not be liable for the damage or spoilage of food and tools/equipment during transit. The Service Provider shall likewise be responsible for the clean-up of activity site and collection of its tools/equipment at no additional cost to the Procuring Entity.
- O. The Procuring Entity reserves the right to cancel or reschedule the delivery of catering services in cases of major institutional mandate/change, calamities, and force majeure upon formal notice to the Service Provider at least two (2) days prior to the scheduled training/conference.
- P. The Procuring Entity reserves the right to substitute/reschedule trainings and give a formal notice to the Service Provider at least three (3) days prior to the schedule indicated in the Call-off.
- Q. Any injury/illness arising from the consumption of food, condiments or drinks served by the Catering Services Provider/Supplier, shall be the sole liability of the Catering Services Provider/Supplier.
- R. Any loss or damage to property incurred during the Catering Services caused by its personnel either through negligence or otherwise, shall be borne by the Catering Services Provider.
- S. The Catering Services Provider shall be solely liable for any damages caused to third parties during its operations, without prejudice to the right of the Procuring Entity to institute any action/s for any damages resulting therefrom.
- T. Sanctions for non-compliance with specifications/ requirements under the Contract committed by Service Provider

Minor violations

- Delays in serving food for not more than 5 times during the entire duration of one (1) activity, without any justifiable cause

Warning

- Delays in serving food of more than 5 times during the entire duration of one activity, without any justifiable cause

Liquidated damages to be deducted from billing.

Justifiable cause shall not include regular/normal day-to-day and/or rush-hour traffic in the City of San Fernando, La Union.

Annex “B”

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) 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**
- (d) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (e) 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

- (f) 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

- (g) 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

- (h) Original of duly signed and accomplished Financial Bid Form; **and**
- (i) Original of duly signed and accomplished Price Schedule(s).

Annex “C”

BIDDING FORMS

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) Contract or Purchase Order, (b) Official Receipt(s) or Sales Invoice or (c) User's Certificate of Acceptance/Completion

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20___ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
 Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------

(if none, state “None”)

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Proposal Form

Date : _____

Solicitation No. : _____

(Title of Bidding Project)

Item No.	Particulars	Quantity	Unit Price (in PhP)	Total Price (in PhP)
TOTAL CONTRACT PRICE				

*NOTE: In case of discrepancy between unit price and total price, the unit price will prevail.
Contract Price per item is inclusive of all applicable taxes.*

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Annex “D”

SEALING AND MARKING OF BIDS

ADDITIONAL INSTRUCTIONS ON THE PREPARATION OF BIDDING DOCUMENTS

1. ALL pages of the bidding documents MUST be signed and initialed by the bidder or person authorized by the company/establishment.
2. The Bidding Documents must be arranged IN ORDER as stated on the INSTRUCTION TO BIDDERS.
3. The Bidding Documents must be fastened and labeled with corresponding document title/name.
4. Bidding Documents will be packaged per lot.
5. Incomplete documents will be deemed as FAILED.
6. Bidding Documents and its' attachments can be downloaded at the PhilGEPS website or at the DSWD Field Office 1 website
(<https://fo1.dswd.gov.ph/2024-procurement-opportunities/>)

SEALING AND MARKING OF BIDS

Prepare and submit one (1) set original copy of technical and financial components and two (2) set duplicate copies.

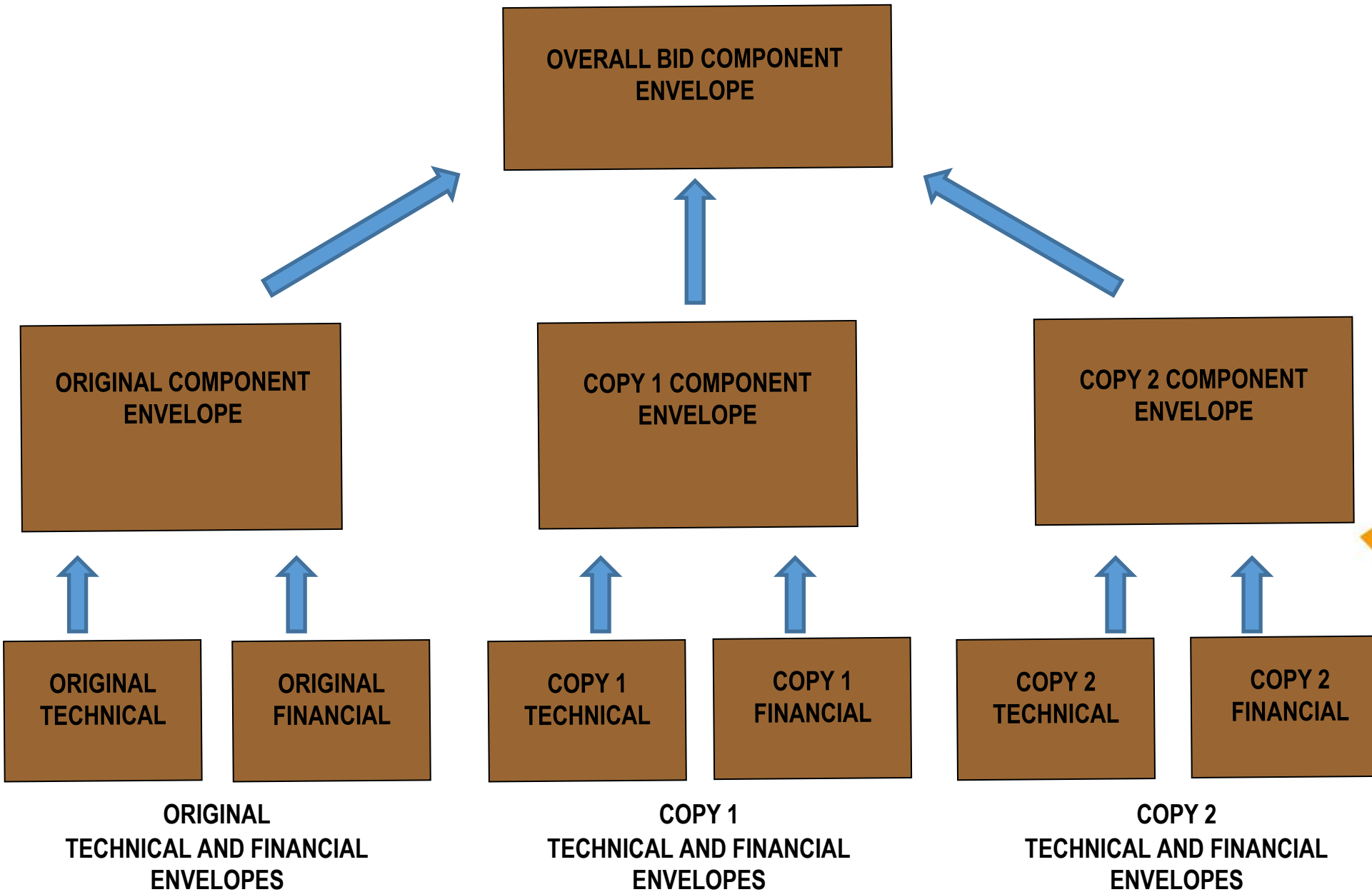
Mark each as :

ORIGINAL – TECHNICAL COMPONENT

ORIGINAL – FINANCIAL COMPONENT

COPY NO. 1 & 2 – TECHNICAL COMPONENT
DOCUMENTS

COPY NO. 1 & 2 – FINANCIAL COMPONENT
DOCUMENTS



ADDRESSING THE ENVELOPES

All envelopes shall be labeled as shown:

THE CHAIRPERSON
BIDS AND AWARDS COMMITTEE
DEPARTMENT OF SOCIAL WELFARE AND
DEVELOPMENT FIELD OFFICE 1
QUEZON AVENUE, CITY OF SAN FERNANDO, LA UNION

On the envelopes, bear a warning “DO NOT OPEN BEFORE.....” stating date & time for opening of the bids in accordance with the ITB

ENVELOPE FRONT VIEW

**Label the Overall
Envelope Front View
with the following**

ITB No. (NAME OF THE CONTRACT)
BIDDER: (COMPANY NAME & ADDRESS)

**THE CHAIRPERSON
BIDS AND AWARDS COMMITTEE (BAC)
DEPARTMENT OF SOCIAL WELFARE & DEVELOPMENT (DSWD)
QUEZON AVENUE, SAN FERNANDO CITY, LA UNION**

DO NOT OPEN BEFORE: (date & time of opening of bids)

ENVELOPE REAR VIEW

