

SUPPLEMENTAL / BID BULLETIN NO. 1

TITLE : Purchase and Delivery of Sterilized Milk for Various Local Government Units of Apayao, Kalinga, Ifugao and Mountain Province
ITB NO. : ITB 2023-DSWD-CAR-09
DATE : 05 May 2023

This Supplemental/Bid Bulletin is issued to all prospective bidders announcing the following:

Description/ Concerns	From	To
Instructions to Bidders	<p>1. Sealing and Marking of Bids</p> <p>Each Bidder shall submit one copy of the first and second components of its Bid, per lot.</p>	<p>2. Sealing and Marking of Bids</p> <p><i>Each Bidder shall <u>submit two (2) copy of the first and second components of its Bid (Original Copy & Copy 1), per lot.</u></i></p>
Schedule of Requirements	<p>Description:</p> <p>Sterilized Milk, 180 ml per pack</p> <p>Delivery Period:</p> <p>Week 1, depending on the start of classes as identified by the Early Childhood Care and Development Council (ECCD Council) for School Year 2023-2024.</p> <p>Unit of Measure:</p> <p>Not indicated</p>	<p>Description:</p> <p>Sterilized Milk, <u>at least 180 ml per pack</u></p> <p>Delivery Period:</p> <p><u>As scheduled</u>, depending on the start of classes as identified by the Early Childhood Care and Development Council (ECCD Council) for School Year 2023-2024.</p> <p>Unit of Measure:</p> <p><u>pack</u></p>
Technical Specifications	<p>Specification:</p> <p>Sterilized Milk, 180 ml per pack</p>	<p>Specification:</p> <p>Sterilized Milk, <u>at least 180 ml per pack</u></p>

Description/ Concerns	From	To
Price Schedule for Goods Offered from Within the Philippines	Specification: Sterilized Milk, 180 ml per pack Lot 1 and Lot 2 was combined in one (1) Price Schedule Form.	Specification: Sterilized Milk, <u>at least 180 ml per pack</u> Refer to the attached Revised Price Schedule.
Special Conditions of the Contracts	Packaging "...The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross Weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications"	Packaging "...The outer packaging must be clearly marked on at least one (1) side as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross Weight"

Please use the following revised forms as part of the bid bulletin:

- **Instruction to Bidders**
- **Schedule of Requirements**
- **Technical Specifications**
- **Special Conditions of the Contract**
- **Price Schedule for Goods Offered from Within the Philippines**

Changes indicated in the Bid Bulletin shall form part of the bidding documents.

Please be guided accordingly.


ENRIQUE H. GASCON JR.
 Chairperson, Bids and Awards Committee



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 - CAR* wishes to receive Bids for the *Purchase and Delivery of Sterilized Milk for Various Local Government Units of Apayao, Kalinga, Ifugao and Mountain Province* with identification number *ITB 2023-DSWD-CAR-09*.

The Procurement Project (referred to herein as "Project") is composed of *two (2) lots, broken down as follows:*

Lot No.	Description	ABC
Lot 1	Purchase and Delivery of Sterilized Milk in Various Local Government Units of Kalinga and Apayao	Five Million Four Hundred Five Thousand Four Hundred Pesos (PhP 5, 405,400.00).
Lot 2	Purchase and Delivery of Sterilized Milk in Various Local Government Units of Ifugao and Mountain Province	One Million Nine Hundred Forty Thousand Four Hundred Pesos (PhP 1, 940, 400.00)

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 *2023* in the amount of *Seven Million Three Hundred Forty Five Thousand Eight Hundred Pesos (PhP 7, 345, 800.00)*.
- 2.2. The source of funding is:
 - a. NGA, 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 limited to those allowed under the rules may participate in this Project.
- 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:

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:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address ***DSWD-CAR Premises and via Video Teleconference*** and/or through videoconferencing/Google Meet 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**, 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

- 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 e.
 - 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 **Section VII (Technical Specifications)**.

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 Peso.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 for **120 calendar days** from the date of bid opening. 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 two (2) copy of the first and second components of its Bid (Original Copy and Copy 1), per lot.

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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 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 15 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 follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

- 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**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered Apayao, Kalinga, Ifugao and Mountain Province, Philippines. 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).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Ms. Eleonor K. Bugalin-Ayan, Head- Supplementary Feeding Program.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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 –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<p>Packaging –</p> <p>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.</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>The outer packaging must be clearly marked on at least one (1) side as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</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>Intellectual Property Rights –</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	The terms of payment shall be processed upon acceptance of complete delivery.
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

Section VI. Schedule of Requirements

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

Lot No.	Description	Qty / Unit	Delivery Place	Location	Delivery Period
1	Sterilized Milk, at least 180 ml per pack	82, 800.00 pack	Municipal/ City Social Welfare and Development Office / Municipal/City Hall per Local Government Unit	Local Government Units in Apayao	As scheduled, depending on the start of classes as identified by the Early Childhood Care and Development Council (ECCD Council) for School Year 2023-2024.
	Sterilized Milk, at least 180 ml per pack	174, 600.00 pack		Local Government Units in Kalinga	
2	Sterilized Milk, at least 180 ml per pack	75, 600.00 pack		Local Government Units in Ifugao	
	Sterilized Milk, at least 180 ml per pack	16, 800.00 pack		Local Government Units in Mountain Province	

Distribution List of Sterilized Milk

Delivery Sites	Quantity	Unit of Measure	Delivery Period
APAYAO			
Calanasan, Apayao	14, 400	pack	As scheduled, depending on the start of classes as identified by the Early Childhood Care and Development Council (ECCD Council) for School Year 2023-2024.
Conner, Apayao	15, 600	pack	
Flora, Apayao	14, 400	pack	
Kabugao, Apayao	8, 400	pack	
Luna, Apayao	14, 400	pack	
Pudtol, Apayao	9, 600	pack	
Sta. Marcela, Apayao	6, 000	pack	
IFUGAO			
Aguinaldo, Ifugao	6, 000	pack	

Delivery Sites	Quantity	Unit of Measure	Delivery Period
Alfonso Lista, Ifugao	19, 200	pack	As scheduled, depending on the start of classes as identified by the Early Childhood Care and Development Council (ECCD Council) for School Year 2023-2024.
Asipulo, Ifugao	4, 800	pack	
Banaue, Ifugao	12, 000	pack	
Hingyon, Ifugao	6, 000	pack	
Hungduan, Ifugao	4, 800	pack	
Kiangan, Ifugao	4, 800	pack	
Lagawe, Ifugao	4, 800	pack	
Lamut, Ifugao	7, 200	pack	
Mayoyao, Ifugao	6, 000	pack	
KALINGA			
Balbalan, Kalinga	60, 000	pack	As scheduled, depending on the start of classes as identified by the Early Childhood Care and Development Council (ECCD Council) for School Year 2023-2024.
Lubuagan, Kalinga	8, 400	pack	
Pasil, Kalinga	4, 200	pack	
Pinukpuk, Kalinga	26, 400	pack	
Rizal, Kalinga	6, 000	pack	
Tabuk City, Kalinga	60, 000	pack	
Tanudan, Kalinga	4, 800	pack	
Tinglayan, Kalinga	4, 800	pack	
MOUNTAIN PROVINCE			
Natonin, Mountain Province	4, 800	pack	As scheduled, depending on the start of classes as identified by the Early Childhood Care and Development Council (ECCD Council) for School Year 2023-2024.
Paracelis, Mountain Province	12, 000	pack	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Qty	Unit	Specification	Statement of Compliance
				<p><i>[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 (including the prescribed terms and conditions). 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.]</i></p>

Item	Qty	Unit	Specification	Statement of Compliance
Lot 1	82, 800.00	pack	Sterilized Milk, at least 180 ml per pack	
	174, 600.00	pack	Sterilized Milk, at least 180 ml per pack	
Lot 2	75, 600.00	pack	Sterilized Milk, at least 180 ml per pack	
	16, 800.00	pack	Sterilized Milk, at least 180 ml per pack	

NOTES:

For the purpose of bid evaluation, the required evidence as reference to the statement of compliance shall be in the form of brand and/or technical specifications of the offered item). In case a brand is not appropriate or applicable for the item, a bidder shall attach a photo that shows the compliance of offered items with the technical specifications.

Attachment of photo is mandatory for the offered item.

Example:

Specification	Statement of Compliance
Sterilized Milk, at least 180 ml per pack	Comply, brand x, photo or brochure of the offered item

TERMS AND CONDITIONS

	Terms and Conditions	Statement of Compliance (Indicate "Comply")
1	Can comply with the Schedule of Requirements	
2	<p>Can comply with the Delivery Date which is dependent on the start of classes as identified by the ECCD Council. Date of Delivery will be automatically moved on the following day/week, if Monday falls on a Holiday and other class suspensions.</p> <p>A written notice will be sent to the winning bidder indicating the start of classes as identified by the ECCD Council.</p>	
3	Item must be well-sealed, in its original packaging and must bear the manufacturers name, manufacturing date and expiration date. Expiry date shall be at least six (6) months from the date of delivery.	
4	Supplier should guarantee quality of delivered goods, otherwise, items deemed reject should be replaced within the day or a buffer should be ensured to be available during delivery to immediately replace defective, damage or non-complying items.	
5	Supplier is responsible in the loading and unloading of goods to the designated delivery sites.	
6	Supplier should assist in the distribution of goods and must stay until distribution is done to ensure that concerns during distribution is addressed.	
7	Supplier should pack goods per Local Government Unit and allocation will be provided by the contact person to the winning bidder/supplier.	
8	Additional pouches should be provided by the supplier for food safety inspection per LGU.	
9	Contact person and contact details will be coordinated to the supplier before delivery.	
10	Bidder should have at least two (2) vehicles/trucks for simultaneous delivery. The vehicles to be used during delivery should be in good running condition to avoid delay. Any delay during delivery will affect the performance evaluation for future contracts.	

11	Collection of waste materials like bottles, plastics or boxes shall be the responsibility of the supplier until the end of contract.	
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Notes:

The requirement of evidence as reference to the statement of compliance is only applicable for the items or goods that are subject for the bidding at hand. Evidence as reference to the compliance with the terms and conditions is not required. However, bidder shall still explicitly provide their statement of compliance with the prescribed "Terms and Conditions". Statement of compliance with the "Terms and Conditions" will be verified during the post-qualification stage.

Example:

Terms and Conditions:	Statement of Compliance
Can comply with the Schedule of Requirements.	Comply

Price Schedule for Goods Offered from Within the Philippines

Name of Bidder : _____
 Invitation to Bid No. ITB 2023-DSWD-CAR-09

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 insurance 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)
Lot 1	Sterilized Milk, at least 180 ml per pack	-	82800	pack	-	-	-	-		
	Sterilized Milk, at least 180 ml per pack	-	174600	pack	-	-	-	-		
	-----Nothing Follows-----									
	Total									

NOTES:

1. In case a column is not applicable for an offered item, just indicate "-" or "0".
2. Leaving columns 5,6,7,8, as blank or indicating other symbol/s such as "Not Applicable", "NA", etc. shall be automatically deemed as not responsive.

Name: _____
 Legal Capacity: _____
 Signature: _____
 Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines

Name of Bidder : _____

Page ___ of ___

Invitation to Bid No. ITB 2023-DSWD-CAR-09

1	2	3	4		5	6	7	8	9	10
Item	Description	Country of origin	Quantity		Unit price EXW per item	Transportation and Insurance 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)
Lot 2	Sterilized Milk, at least 180 ml per pack	-	75600	pack	-	-	-	-		
	Sterilized Milk, at least 180 ml per pack	-	16800	pack	-	-	-	-		
	-----Nothing Follows-----									
	Total									

NOTES:

- In case a column is not applicable for an offered item, just indicate "-" or "0".**
- Leaving columns 5,6,7,8, as blank or indicating other symbol/s such as "Not Applicable", "NA", etc. shall be automatically deemed as not responsive.**

Name: _____

Legal Capacity: _____

Signature: _____

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