## NOTICE FOR NEGOTIATED PROCUREMENT

(Negotiated Procurement Due to Two-Failed Biddings)

# PROVISION OF A MULTI-YEAR CONTRACT FOR THE HIRING OF COURIER/FORWARDING SERVICE PROVIDER

— DSWD NNP No. 21-TFB-003 — (PR No. 2020036113)

1. The Department of Social Welfare and Development (DSWD), through the Administrative Service – Records and Archives Management Division (AS-RAMD) - Department of Social Welfare and Development Funds, intends to apply the sum of Two Million Pesos (PhP 2,000,000.00), being the Approved Budget for the Contract (ABC) of the multi-year contract (covering the period from 01 January 2021 to 31 December 2022) to payments under the contract for the Provision of Multi-Year Contract for the Hiring of Courier/Forwarding Service Provider. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The total approved budget allocation under this bidding project for multi-year are described as follows:

Year	Approved Budget for the Contract (in Philippine Peso)
1 <sup>st</sup> Year (01 January 2021 – 31 December 2021)	1,000,000.00
2 <sup>nd</sup> Year (01 January 2022- 31 December 2022)	1,000,000.00

This Negotiated Procurement – Two-Failed Bidding is for multi-year contract for the **Hiring of Courier/Forwarding Service Provider**. In line with the foregoing, DSWD reserves the right to pre-terminate the contract without liability for reasons of budgetary limitations in succeeding year. The Service Provider in encouraged to strictly follow the provision on the multi-year contract including fixed pricing for the full duration of the contract term. Moreover, the Service Provider is subject to Performance Evaluation by the AS-RAMD by the end of each year and submission of valid and current Mayor's/Business Permit, Certificate of Philippine Government Electronic Procurement System (PhilGEPS) Registration (Platinum Membership), Tax Clearance and other applicable government issued licenses/certificate as required.

- 2. The DSWD now invites technically, legally, and financially capable suppliers for the project at hand. The prospective supplier shall submit the Technical and Financial Component as specified in Annex A. Checklist of Technical and Financial Documents.
- 3. The procurement procedure that will be adopted is Negotiated Procurement considering that there has been two failure of biddings pursuant to Section 53.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184), otherwise known as the Government Procurement Reform Act (GPRA).

The procurement is restricted to Filipino citizens/sole proprietorships, 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 R.A. 5183.

The Bids and Awards Committee (BAC) will engage in negotiation with a sufficient number of service providers to ensure effective competition. The selection of the successful offers shall be based on the best and final offer that will be submitted on a specified date, which could meet the DSWD's minimum technical requirements and does not exceed the ABC.

- 4. Interested bidders may obtain further information from the **BAC Secretariat** at the address given below from **Monday** to **Friday** at **08:00 AM** to **05:00PM**.
- 5. The deadline for the submission of quotations/proposals is on 19 March 2021, 09:00 AM. which shall be delivered at the BAC Secretariat Office, 2<sup>nd</sup> Floor, Mahusay Bldg., DSWD Central Office, IBP Road, Constitution Hills, Quezon City. Late quotations/proposals shall not be accepted.
- 6. The opening of quotations/proposals shall be on 19 March 2021, 10:00 AM, to be held at the PMS Conference Room, 2<sup>nd</sup> Floor, Mahusay Building, DSWD Central Office, IBP Road, Constitution Hills, Quezon City.
- 7. The DSWD reserves the right to accept or reject any proposal and to annul the procurement process at any time prior to contract award, without thereby incurring any liability to the affected suppliers.

#### THE CHAIRPERSON

DSWD Bids and Awards Committee c/o BAC Secretariat 2nd Floor, Mahusay Bldg., DSWD Central Office IBP Road, Constitution Hills, Quezon City Fax No. (02) 951-7116 Telephone Nos. (02) 931-8101 to 07 Local 123

(Original signed)
RENE GLEN O. PAJE
Undersecretary and

Bids and Awards Committee Chairperson

# **Checklist of Technical and Financial Documents**

To ensure that DSWD negotiates contract with a technically, legally, and financially capable supplier, the prospective supplier must submit the following documents (each supplier/bidder shall submit *one* (1) *original* and *one* (1) *copy* of the Technical and Financial Components in a sealed envelope duly marked and signed):

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents Legal Documents (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); Registration certificate from Securities and Exchange Commission (SEC), (b) Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, Mayor's or Business permit issued by the city or municipality where the principal (c) place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the $\Box$ (d) Bureau of Internal Revenue (BIR). **Technical Documents** Statement of the prospective bidder of all its ongoing government and private (e) 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 (f) 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; For this purpose, similar contract shall refer to Hiring of Courier/Forwarding Service Provider, equivalent to at least fifty percent (50%) of the ABC within the last five (5) years prior to opening of quotations; and Original copy of Bid Security. If in the form of a Surety Bond, submit also a $\Box$ (g) certification issued by the Insurance Commission; Original copy of Notarized Bid Securing Declaration; **Amount of Bid Security** Form of Bid Security (Not Less than the Percentage of *the ABC)* a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. b) Bank draft / guarantee or irrevocable letter of credit issued by a Universal or Commercial

Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a Foreign

Bank.

Two percent (2%) of ABC

	(c)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized	Five percent (5%) of ABC		
		to issue such security.			
	d)	d) <b>Bid Securing Declaration</b> - is an undertaking which states, among others, that the bidder shall enter into contract with the procuring entity and furnish the required performance security within ten (10) calendar days, or less, from receipt of the Notice of Award, and committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the GPPB. <sup>4</sup> ( <i>Annex E</i> )			
		The bid security shall be valid for <b>one h</b>	undred twenty (120) calendar		
		days from the date of opening of quotat			
	(h)	Conformity with the Technical Sproduction/delivery schedule, manpower r	pecifications, which may include		
	(i)	applicable; and Original duly signed Omnibus Sworn States	mont (OSS):		
Ш	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.				
<u>Fin</u>	ancia	l Documents			
	<ul> <li>(j) The Supplier's audited financial statements, showing, among others, the Supplitotal and current assets and liabilities, stamped "received" by the BIR or its accredited and authorized institutions, for the preceding calendar year which should be earlier than two (2) years from the date of bid submission; and</li> <li>(k) The prospective bidder's computation of Net Financial Contracting Capa</li> </ul>		nped "received" by the BIR or its duly the preceding calendar year which should te of bid submission; and		
	(NFCC); or				
		A committed Line of Credit from a Univers NFCC computation.	al or Commercial Bank in lieu of its		
	Class "B" Documents				
	(1)	If applicable, a duly signed joint venture ag is already in existence;	greement (JVA) in case the joint venture		
		duly notarized statements from all the potenthey will enter into and abide by the provisibid is successful.			
<u>Oth</u>	Other documentary requirements under RA No. 9184 (as applicable)				
	(m) [For foreign bidders claiming by reason of their country's extension of recipro rights to Filipinos] Certification from the relevant government office of their coun stating that Filipinos are allowed to participate in government procurement activity.		evant government office of their country		
	for the same item or product.  (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder of Domestic Entity.		ims preference as a Domestic Bidder or		
FIN	IANC	CIAL COMPONENT ENVELOPE			
☐ (a) Original of duly signed and accomplished Financial Bid Form; <b>and</b>		nancial Bid Form; and			
	(b) (c)	Original of duly signed and accomplished pr Original of duly signed and accomplished Pr			

# **Additional Documents**

The following documents shall be submitted upon request by the BAC on the specified date.

- 1. Best and Final Offer upon request by the BAC on a specified date on the Technical and Financial Requirements;
- 2. Post Qualification The BAC shall determine to its satisfaction whether the Supplier that is evaluated as having submitted the Lowest/Single Calculated Quotation complies with and is responsive to all the requirements and conditions specified. 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/Single Calculated Quotation, the Supplier shall submit the following documents, to wit:
  - a. Latest income tax returns (ITR) are those covering the immediately preceding year while latest business tax returns (BTR) are those filed within the last six (6) months preceding the date of bid submission; and
  - b. Certificate of PhilGEPS Registration (Platinum Membership), if not submitted during opening of quotations.
  - c. Company Profile together with the list of engagements for at least ten (10) years of experience in courier/forwarding service both for local and foreign consignee, list of government agencies/institutions/offices (*Original and duly notarized*).
- 3. Performance security within a maximum period of ten (10) calendar days **from the** receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(b) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)

(c) Bank draft/guarantee or irrevocable	
letter of credit issued by a Universal	
or Commercial Bank: Provided,	
however, that it shall be confirmed or	
authenticated by a Universal or	
Commercial Bank, if issued by a	
foreign bank.	
(d) Surety bond callable upon demand	
issued by a surety or insurance	
company duly certified by the	Thirty percent (30%)
Insurance Commission as authorized	
to issue such security; and/or	

Failure of the successful Bidder to comply with the abovementioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate the procedure to the next LCRB identified and selected for recommendation of contract award.

# **General 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 prior to 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. In addition to tests in the SCC, Section IV (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.

**7.** If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

**Special Conditions of Contract** 

GCC Clause	Special Conditions of Contract
1	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:
	The delivery terms applicable to this Contract are specified in Section VI. Schedule of Requirements. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is:
	MONETTE B. CADIANG Officer-In-Charge
	Administrative Service (AS)
	Department of Social Welfare and Development-Central Office IBP Road, Batasan Hills, Quezon City
	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/ Services 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:
	The spare parts and other components required are listed in <b>Section VI</b> ( <b>Schedule of Requirements</b> ) 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].
L	

#### Packaging -

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.

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.

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

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.

#### Transportation -

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.

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.

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.

	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		ment shall be accordance to the "Terms lule of Requirements.	s of Payment" indicated in
3	The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:		
	Contracting Period	Form of Performance Security	Amount of Performance Security (Not Less the Percentage of the Total Contract Price 1)
	1 <sup>st</sup> Year	(a) Cash or cashier / manager's check issued by a Universal or Commercial Bank.      (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five percent (5%)
		(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
	2 <sup>nd</sup> Year (CY 2021)	<ul> <li>(a) Cash or cashier / manager's check issued by a Universal or Commercial Bank.</li> <li>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</li> </ul>	Five percent (5%)
		(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
	3 <sup>rd</sup> Year (CY 2020)	<ul> <li>(a) Cash or cashier / manager's check issued by a Universal or Commercial Bank.</li> <li>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</li> </ul>	Five percent (5%)

 $^1$  Total contract price for CY 2021 and 2022 is the allocated approved Budget for the Contract for each year as indicated in the approved Multi-Year Contractual Authority (MCYA) of the Department.

Surety bond callable upon demand issued by a surety or insurance company duly

	certified by the Insurance Commission as authorized to issue such security.  Thirty percent (30%)		
4	No further instruc	tion.	

# Section VI. Schedule of Requirements

# Hiring of Courier/Forwarding Service Provider under Multi-Year Contractual Authority (MYCA)

Calendar Year	Coverage	Contract Period
Year 1	01 January 2021 – 31 December 2021	Upon receipt of Notice to
Year 2	01 January 2022 – 31 December 2022	Proceed to 31 December 2022

The bidding is for Multi-Year Contract for the Hiring of Courier/Forwarding Service Provider under Multi-Year Contractual Authority (MYCA). In line with the foregoing, DSWD reserves the right to pre-terminate the contract without liability for reasons of budgetary limitations in succeeding year. The Service Provider is encouraged to strictly follow the provision of the multi-year contract including fixed pricing for the full duration of contract term. Moreover, the Service Provider is subject to Performance Evaluation by the Administrative Service – Records and Archives Management Division (AS-RAMD) by the end of each year and submission of valid and current Mayor's/ Business Permit, Valid Certificate of PhilGEPs Registration (Platinum Membership) and other applicable government issued licenses/ certificate as required.

#### I. Duration of Services:

The duration of Courier/Forwarding service shall be for a period of two (2) years or upon consumption of the total contract cost, whichever comes first.

It is also understood that the Department shall pay only the actual costs of the services rendered up to expiration of the two (2)-year period.

#### II. Estimated Quantity and unit Cost per year and Area of Deliverables:

The estimated cost for the services for the period of January 01, 2021 to December 31, 2022 are as follows: \*The cost per transaction shall be based on the size of the pouch (inclusive of all applicable taxes).

**SMALL:** To fit letter envelope (100-500 grams):

Area	Estimated Unit Cost	Estimated Quantity
NCR	83.82	2,600 pcs
Luzon	105.60	2,400 pcs
Visayas	113.30	1,200 pcs
Mindanao	113.30	1,200 pcs

**MEDIUM:** To fit long expanded envelope (500 grams to 1 kilo):

Area	Estimated Unit Cost	Estimated Quantity
NCR	133.10	650 pcs
Luzon	154.00	768 pcs
Visayas	160.60	712 pcs
Mindanao	160.60	1,000 pcs

# **LARGE:** To fit letter envelope (1 to 3 kilos):

Area	Estimated Unit Cost	<b>Estimated Quantity</b>
NCR	132.02	710 pcs
Luzon	158.13	920 pcs
Visayas	162.14	750 pcs
Mindanao	170.76	690 pcs

# **CARGO:** Bulk documents (5 kilos per field office, per transaction):

Area	Estimated Unit Cost	Estimated Quantity
NCR	198.00	400 pcs
Luzon	260.70	400 pcs
Visayas	270.60	400 pcs
Mindanao	270.60	500 pcs

# INTERNATIONAL DELIVERY: Documents only:

Zone	Estimated Cost per 500 grams	<b>Estimated Quantity</b>
A. Hongkong, Macau, Singapore and Taiwan	633.60	14 pcs
<b>B.</b> Brunei, Indonesia, Malaysia, North Korea, South Korea, Thailand	853.60	20 pcs
C. Australia, Bangladesh, Cambodia, China, East Timor, India, Japan, Laos, Mongolia, Myanmar, Nepal, New Zealand, Pakistan, Sri Lanka, Vietnam	1,047.20	16 pcs
D. Canada, Guam, Mexico, Saipan and U.S.A	1,117.60	10 pcs
E. France, Georgia, Germany, Italy, Luxembourg, Netherlands and U.K.	1,812.80	4 pcs

F. Albania, Bulgaria, Cyprus, Czech Rep., Dubai, Hungary, Iran, Jersey, Jordan, Kuwait, Lebanon, Malta, Monaco, Norway, Oman, Portugal, Qatar, Romania, Saudi Arabia, Spain, Sweden, Syria, Turkey, Yemen	1,821.60	4 pcs
G. Afghanistan, Algeria, Angola, Argentina, Aruba, Belgium, Bermuda, Bolivia, Brazil, Central Africa, Chile. Columbia, Cook Islands, Costa Rica, Cuba, Denmark, Dominican Rep., Ecuador, Egypt, El Salvador, Ethiopia, Fiji, Finland, Greece, Iraq, Israel, Jamaica, Kenya	1,865.60	2 pcs

Note: For bulk/cargo delivery exceeding the minimum weight requirement per transaction which upon assessment of AS - RAMD may incur excessive increase in the consumption of the Contract cost, the same shall be procured separately thru Procurement Service chargeable against the fund of the concerned Offices, Bureaus, Services and Units.

## III. Payment Of Scheme

Electronic copy of Summary of Billings shall be available at the end of billing cycle. Hardcopy shall be forwarded to AS-RAMD within ten (10) working days from the end of billing cycle.

Payment shall be made on actual services rendered within thirty (30) working days from the receipt of the Summary of the Billing.

Name of Bidder:	 
Name of Authorized Representative:	
Signature of Authorized Representative:	
Date:	

\*\*\*THIS DOCUMENT MUST BE ATTACHED TO THE TECHNICAL SPECIFICATIONS\*\*\*

# **Technical Specifications**

Specification	Statement of Compliance <sup>2</sup>
Provision of Multi-Year Contract for the Hiring of Courier/Forwarding Service Provider 1. Scope of Work	
The Service Provider shall undertake the following:	
1.1 Pick up documents from the AS - RAMD from Mondays to Fridays, not later than 4:00 p.m. but not earlier than 2:00 pm, and/or on a Per-Call basis in case of urgent deliveries (with weighing scale, to determine the actual weight);	
1.2 Deliver documents to all recipients nationwide the following day after the receipt of documents from AS - RAMD. The delivery sites shall not be limited to the Field Offices of the DSWD;	
1.3 Deliver documents to all international recipients within five (5) days from receipt of documents from the AS - RAMD;	
1.4 Provide pouches to accommodate documents and deliver to the consignees nationwide and internationally in different pouches;	
1.5 Assume full responsibility for the proper care and custody of the documents and other information materials until such time that those are delivered to their respective consignee;	
1.6 Pay the full amount of declared value of the documents/cargoes in case of loss, damage and/or theft, if there's any and may be subjected to early termination of contract for negligence;	
1.7 Submit original Proof of Deliveries (POD) or Electronic POD with client's full name, signature and date received; one (1) week after receipt with	

<sup>2</sup> [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.]

- complete supporting documents such as summary of billing and three (3) copies of invoice receipts for the processing of payments;
- 1.8 Give immediate feedback in case of delay by reason of natural calamity and other uncontrollable circumstances; and,
- 1.9 Immediately inform the Department of the return of the documents to the AS RAMD the following day in case these were not received due to the following:
  - 1.9.1 Consignee's contact landline/mobile number is defective or unverified;
  - 1.9.2 Consignee moved to unknown address;
  - 1.9.3 Consignee is unknown at the given address; and
  - 1.9.4 Consignee refused to accept the documents.
- 1.10 The Courier Service Provider shall provide the AS - RAMD a list of Out-of-Delivery Zone Area.

#### 2. Institutional Arrangement:

- 2.1 The AS-RAMD and the Service Provider shall work hand in hand to ensure the efficient delivery of documents to its respective destinations.
- 2.2 The Courier Service Provider shall inform the AS-RAMD when 60% of the ABC per year has been consumed.
- 2.3 In the event that the Courier Service Provider reached the amount of 100% of ABC and accepted additional services without prior written approval or notice from the AS-RAMD, the services shall not be valid for payment.

#### 3. Qualification of the Service Provider

- 3.1 Should have the facilities/equipment to deliver small item or bulk documents nationwide. The service provider must submit documents as poof of requirements;
- 3.2 Submit company profile together with the list of engagements for at least ten (10) years of experience in courier/forwarding service both for local and foreign consignees, list of government agencies/institutions/offices previously serviced by the applicant Service Provider;

- 3.3 With the necessary capital, tools, materials, qualified personnel and expertise to perform the required services;3.4 With license/permit to operate private express and/or messengerial delivery services issued by Department of Transportation and Communication (DOTC); and or if renewed, with license/permit issued by the Information Communication
- 3.5 With Company Profile, which includes list of government agencies/institutions/offices previously serviced by the applicant Service Provider for the last five (5) years;

Technology;

Technology Office of Department of Science and

- 3.6 With valid Certificate of Registration from Securities and Exchange Commission or business name/registration issued by the Department of Trade and Industry (DTI); and,
- 3.7 With a valid Business Permit for the current year.

Name of Bidder:	
Name of Authorized Representative:	
Signature of Authorized Representative:	
Date:	

# **Bid Form**

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

	NNP No.:
To: [name and	l address of Procuring Entity]
Bulletin Number undersigned, of NNP for the surevaluated and of Price Scheduler all taxes, such a	ted the Notice of Negotiated Procurement (NNP) including the Supplemental or Bid ers [insert numbers], the receipt of which is hereby duly acknowledged, we, the ffer to [supply/deliver/perform] [description of the Goods] in conformity with the said m of [total Bid amount in words and figures] or the total calculated bid price, as corrected for computational errors, and other bid modifications in accordance with the sattached herewith and made part of this Bid. The total bid price includes the cost of as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) ) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the said.
If our Bid is ac	ecepted, we undertake:
a.	to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Notice of Negotiated Procurement (NNP);
b.	to provide a performance security in the form, amounts, and within the times prescribed in the NNP;
c.	to abide by the Bid Validity Period specified in the NNP and it shall remain binding upon us at any time before the expiration of that period.
	Contract is prepared and executed, this Bid, together with your written acceptance ar Notice of Award, shall be binding upon us.
We understand receive.	that you are not bound to accept the Lowest Calculated Bid or any Bid you may
We certify/con	firm that we comply with the eligibility requirements pursuant to the NNP.
•	ed is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the the written authority].
	ge that failure to sign each and every page of this Bid Form, including the attached ices, shall be a ground for the rejection of our bid.
Name:	
Legal capacity:	
Duly authorized	d to sign the Bid for and behalf of:
Date:	

# **Price Quotation/Proposal Form**

Date:		
DSWD NNP No:	21-TFB-003	

# **Hiring of Courier / Forwarding Service Provider**

**SMALL:** To fit letter envelope (100-500 grams):

Area	<b>Estimated Quantity</b>	Unit Price (in Phil Peso)	<b>Total Price</b> (in Phil Peso)
NCR	2,600 pcs		
Luzon	2,400 pcs		
Visayas	1,200 pcs		
Mindanao	1,200 pcs		
		Sub-Total	

**MEDIUM:** To fit long expanded envelope (500 grams to 1 kilo):

Area	<b>Estimated Quantity</b>	Unit Price (in Phil Peso)	<b>Total Price</b> (in Phil Peso)
NCR	650 pcs		
Luzon	768 pcs		
Visayas	712 pcs		
Mindanao	1,000 pcs		
	,		

**LARGE:** To fit letter envelope (1 to 3 kilos):

Area	Estimated Quantity	Unit Price (in Phil Peso)	<b>Total Price</b> (in Phil Peso)
NCR	710 pcs		
Luzon	920 pcs		
Visayas	750 pcs		
Mindanao	690 pcs		
Sub-Total			

**CARGO:** Bulk documents (5 kilos per field office, per transaction):

Area	<b>Estimated Quantity</b>	Unit Price (in Phil Peso)	<b>Total Price</b> (in Phil Peso)
NCR	400 pcs		
Luzon	400 pcs		
Visayas	400 pcs		
Mindanao	500 pcs		
	•	Sub-Total	

## **INTERNATIONAL DELIVERY:** Documents only:

Zone	Estimated Quantity (per 500 grams)	Unit Price (in Phil Peso)	<b>Total Price</b> (in Phil Peso)
A. Hongkong, Macau, Singapore and Taiwan	14 pcs		
<b>B.</b> Brunei, Indonesia, Malaysia, North Korea, South Korea, Thailand	20 pcs		
C. Australia, Bangladesh, Cambodia, China, East Timor, India, Japan, Laos, Mongolia, Myanmar, Nepal, New Zealand, Pakistan, Sri Lanka, Vietnam	16 pcs		
<b>D.</b> Canada, Guam, Mexico, Saipan and U.S.A	10 pcs		
<b>E.</b> France, Georgia, Germany, Italy, Luxembourg, Netherlands and U.K.	4 pcs		
F. Albania, Bulgaria, Cyprus, Czech Rep., Dubai, Hungary, Iran, Jersey, Jordan, Kuwait, Lebanon, Malta, Monaco, Norway, Oman, Portugal, Qatar, Romania, Saudi Arabia, Spain, Sweden, Syria, Turkey, Yemen	4 pcs		
G. Afghanistan, Algeria, Angola, Argentina, Aruba, Belgium, Bermuda, Bolivia, Brazil, Central Africa, Chile. Columbia, Cook Islands, Costa Rica, Cuba, Denmark, Dominican Rep., Ecuador, Egypt, El Salvador, Ethiopia, Fiji, Finland, Greece, Iraq, Israel, Jamaica, Kenya	2 pcs		
Sub-Total			

## **SUMMARY OF PRICE PROPOSAL:**

Particulars	Sub-total (in Phil Peso)
SMALL: To fit letter envelope (100-500 grams)	
MEDIUM: To fit long expanded envelope (500 grams to 1 kilo)	
LARGE: To fit letter envelope (1 to 3 kilos)	
<b>CARGO:</b> Bulk documents (5 kilos per field office, per transaction)	
INTERNATIONAL DELIVERY: Documents only	
TOTAL CONTRACT PRICE:	

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

Name of Bidder:	
Name of Authorized Representative:	
Signature of Authorized Representative:	
Date:	

## For Goods Offered From Abroad

Na Pa	ame of Bid	lder		I	nvitation to	Bid Number	·	
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
	ignature]	zed to si	on Rid fa	[in	the capaci	ity of]		

\*\*\*THIS DOCUMENT MUST BE ATTACHED TO THE PRICE QUOTATION/PROPOSAL FORM\*\*\*

# For Goods Offered From Within the Philippines

	Name of Bidder Invitation to Bid Number 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)	
	[signature] [in the capacity of]  Duly authorized to sign Bid for and on behalf of									

\*\*\*THIS DOCUMENT MUST BE ATTACHED TO THE PRICE QUOTATION/PROPOSAL FORM\*\*\*

#### **BID-SECURING DECLARATION FORM**

	SLIC OF THE PHILIPPINES OF) S.S.
X	x
	ECURING DECLARATION for Negotiated Procurement: DSWD NNP No. 21-TFB-002
To: [Ins	sert name and address of the Procuring Entity]
I/We, th	ne 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 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 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;
	(c) I am/we declared as the bidder with the Lowest Calculated and Responsive Quotation/Highest Rated and Responsive Quotation, and I/we have furnished the performance security signed in the Contract;
[month]	IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s thisday of [[year] at [place of execution].
	[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant

**SUBSCRIBED AND SWORN** to before me this\_day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on

Notarial Practice (A.M. No. 02-8-13-SC). Affigovernment identification card used], with hothereon, with noand his/her Communication.	is/her photograph and signature appearing
at	
Witness my hand and seal thisday o	f [month] [year].
	ME OF NOTARY PUBLIC
	ial No. of Commission tary Public foruntil
	Il of Attorneys No
	R No[date issued], [place issued]
IBI	P No[date issued], [place issued]
Doc. No. Page No. Book No. Series of	

#### **OMNIBUS SWORN STATEMENT**

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 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

- 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;
- 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: I am 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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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<sup>5</sup>.

IN WITNESS WHEREOF, I have hereunto se Philippines.	et my hand thisday of, 20at
	Bidder's Representative/Authorized Signatory

<sup>&</sup>lt;sup>5</sup> GPPB Resolution No. 22-2013.

**NOTE:** Use this template for the required "Certification from the Insurance Commission", which shall accompany surety bonds issued for purposes of Bid Security and Performance Security.

[Insurance Commission Letterhead]

#### **CERTIFICATION**

This is to certify that <u>[insert Name of Insurance Company]</u> is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as Fire, Marine, Casualty and Surety under <u>[insert Certificate of Authority Number]</u> effective <u>[insert date of period of effectivity]</u>, unless sooner revoked or suspended for cause.

It is certified, moreover, that <u>[insert Name of Insurance Company]</u> is likewise authorized under Administrative Order No. 30 to underwrite and issue Performance Bonds, Bidder's Bonds, and Surety Bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to the Revised Implementing Rules of RA.9184.

It is further certified that <u>[insert Name of Insurance Company]</u> issued a surety bond under <u>[insert Bond No.]</u> to <u>[insert Name of Service Provider or Supplier]</u> in favor of **Department of Social Welfare and Development** in the amount of <u>[insert amount]</u> for the <u>[insert Name of the Project)</u>.

This certification is issued upon the request of <u>[insert Name of the Authorized Representative]</u> of <u>[insert Name of Insurance Company]</u>, pursuant to Section 39.2( c ) of the Revised Implementing Rules and Regulations of RA9184.

Issued on the [insert date] in [insert Place].

For the Insurance Commissioner [insert name of Authorized Representative] [insert Position and Office] Paid under[insert Official Receipt No.]

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

#### B. Private

Nature of	a. Owner's Name	Project Cost	Bidder's Rol	e	a. Date Awarded	% of Accompli	shment	Value of Outstanding
Contract	b. Address	(ABC)			b. Date Started			Works
(Project	c. Contact		Description	%	c. Target of	Planned	Actual	(Undelivered
Title)	Nos.				Date			Portion)
					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) Notice of Award and/or Contract or Purchase Order, (b) Notice to Proceed and/or Official Receipts and (c) Certificate of Acceptance/Completion

# Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Business Name:Business Address:				
Business Address:	Business Name:			
	Business Address:	 		

Nature of Contract (Project Title)	a. Owner's Name b. Address	Project Cost	Bidder's Role		a. Date Awarded b. Date Started
,	c. Contact Nos.	ļ	Description	%	c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: The following documents must be attached to support this statement: (a) Notice of Award and/or Contract or Purchase Order, (b) Notice to Proceed and/or Official Receipts and (c) Certificate of Acceptance/Completion

# **Contract Agreement Form**

#### CONTRACT

#### KNOW ALL MEN BY THESE PRESENTS:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, a government agency with principal office address at IBP Road, Batasan Pambansa Complex, Constitution Hills, Quezon City, Metro Manila, represented by [Secretary/ExeCom/ManCom] (hereinafter called the "PROCURING ENTITY");

-and-

[Name of Supplier], a [sole proprietorship/corporation] with principal business address at [Complete address of Supplier] represented herein by its Authorized Representative [Name of Authorized Representative] (hereinafter called the "SUPPLIER");

WHEREAS, the Procuring Entity through Negotiated Procurement Two Failed Biddings invited Supplier's for certain goods and ancillary services, specifically, [brief description of goods and services] ([DSWD NNP No.]), where [no. of Supplier(s)] Supplier(s) submitted its/their quotation/proposal(s), and after deliberation of the Bids and Awards Committee (BAC), has accepted the Quotation of the Supplier being the Single/Lowest Calculated and Responsive Quotation (S/LCRQ), with the total contract price of [contract price in words and figures] (hereinafter called "the Contract Price").

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:
  - (a) the Bid Form and the Price Proposal Form/Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Supplemental/Bid Bulletins (if applicable);
  - (g) the Joint Venture Agreement (if applicable); and
  - (g) the Entity's Notification of Award;
- 3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of goods and services and the remedying of defects therein, the Contract Price or other sum as may become payable under the provisions of the contract at the time in the manner prescribed by the contract.						
the	IN WITNESS whereof the par_day of20	ties signed this Co	ontract in Quezon City, Philippines on			
FC	OR THE PROCURING ENTITY		FOR THE SUPPLIER			
		Ву				
			Authorized Representative			
		-Witnesses-				
	Cert	ified Funds Avail	able:			
	Chief, A	Accounting Divisi	on (AD)			

Republic of the Philippines)		
BEFORE ME, a Notary Public for an		
20_personally appeared the following with the	eir respective proof	f of Identification;
	ID Type/No.	
	Place Issued	· <u>-</u>
	Date Issued	• -
	Date Issued	· -
	ID Type/No.	:
	Place Issued	:
	Date Issued	: _
This agreement consisting of three (3) witnesses in all pages refer to an AGREE services] ([DSWD NNP No.]) by the SUPPL WITNESS MY HAND AND NOTA written.	MENT for the [base] IER.	rief description of goods and
		NOTARY PUBLIC
Doc. No		
Page No		
Book No		
Series of 20		