

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF FOOD SERVICE PROVIDER FOR RELC-NEAP CALABARZON (Framework Agreement)

Government of the Republic of the Philippines
Deped Region IV-A CALABARZON
Gate 2 Karangalan Village, Cainta, Rizal

Reference Number: ROIVA-24-03

**Sixth Edition
July 2020**

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	11
1. Scope of Bid	12
2. Funding Information.....	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	12
5. Eligible Bidders.....	12
6. Origin of Goods	13
7. Subcontracts	13
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	14
12. Bid Prices	14
13. Bid and Payment Currencies	15
14. Bid Security	15
15. Sealing and Marking of Bids	16
16. Deadline for Submission of Bids	16
17. Opening and Preliminary Examination of Bids	16
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	17
21. Signing of the Contract	17
Section III. Bid Data Sheet	19
Section IV. General Conditions of Contract	21
1. Scope of Contract	22
2. Advance Payment and Terms of Payment	22
3. Performance Security	22
4. Inspection and Tests	22
5. Warranty	23
6. Liability of the Supplier	23
Section V. Special Conditions of Contract	24
Section VI. Schedule of Requirements	28
Section VII. Technical Specifications	30
Section VIII. Checklist of Technical and Financial Documents	38

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON

INVITATION TO BID
(ROIVA-24-03)

PROCUREMENT OF FOOD SERVICE PROVIDER FOR
RELC-NEAP CALABARZON

1. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON**, through the **NEAP FUNDS** intends to apply the sum of **SEVEN MILLION THREE HUNDRED EIGHTY THOUSAND PESOS (Php7,380,000.00)** only, being the total Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Food Services (Framework Agreement)**.

Item No.	MEAL PACKAGE	Cost/Pax/day	
1	Breakfast (4 course) Meal and Drink	Rice	200.00
		2 Choices of Viands	
		Dessert/Fruit	
		Coffee/Choco	
2	Lunch (6 course) Meal and Drink	Rice	250.00
		Soup	
		3 Choices of Viands	
		Dessert/Fruit	
		One round of soda/juice	
3	Dinner (6 course) Meal and Drink	Rice	250.00
		Soup	
		3 Choices of Viands	
		Dessert/Fruit	
		One round of soda/juice	
4	AM and PM Snacks With drinks	Choice of snacks	200.00
		Choice of drinks:	
		Coffee/Juice	
Total		900.00	

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON**, through its Bids and Awards Committee (BAC), now invites bids for the Food Service Provider for RELC-NEAP CALABARZON. Delivery of Goods is required on the dates specified in the **CALL-OFF**. Bidder should have completed, within three (3) years from the date of submission and

receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective bidders may obtain further information from the **Department of Education Region IV-A CALABARZON, BAC Secretariat** and inspect the Bidding Documents at the address given above from **8:00am to 5:00pm**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **February 7, 2024 to February 29, 2024** from given address above and its website, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos (Php10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON** will hold a Pre-Bid Conference on **February 16, 2024 at 10:00 in the morning** at the **Bulwagan ng Karangalan, DepEd Region IV-A CALABARZON, Gate 2 Karangalan Village, Cainta, Rizal**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **FEBRUARY 29, 2024 at 9:45 in the morning**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **FEBRUARY 29, 2023 at 10:00 in the morning at Bulwagan ng Karangalan, Gate 2 Karangalan Drive, Cainta, Rizal**. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
10. The **Department of Education Region IV-A CALABARZON** reserves the right to reject any and all bids, declare a failure of bidding, or not

award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

JOCELYN L. MARTIN

BAC, Secretariat

DepEd Region IV-A Calabarzon, Gate 2 Karangalan Drive, Cainta, Rizal

Email add: bac.calabarzon@deped.gov.ph

Cel. No./Viber No. 09175361866

12. You may visit the following websites:

For downloading of Bidding Documents:
<https://depedcalabarzon.ph/bid-documents> OR go to depedcalabarzon.ph, on the menu, go to Transparency > Bid Documents

February 1, 2024

(sgd) LOIDA N. NIDEA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **DEPED REGION IV-A CALABARZON** wishes to receive Bids for the **PROCUREMENT OF FOOD SERVICE PROVIDER FOR RELC-NEAP CALABARZON** under a Framework Agreement, with identification number **ROIVA-24-03**.

The Procurement Project (referred to herein as “Project”) is composed of ONE (1) LOT, the details of which are described in Section I (Invitation to Bid), Section VI (Schedule of Requirements), and Section VII (Technical Specifications)

2. Funding Information

2.1. The GOP through the *Income Generated from the National Educators Academy of the Philippines (NEAP) of the DepEd Regional Office IV-A CALABARZON* in the amount of **SEVEN MILLION THREE HUNDRED EIGHTY THOUSAND PESOS (Php7,380,000.00)**

2.2. The source of funding is: *Income Generated from the National Educators Academy of the Philippines (NEAP) of the DepEd Regional Office IV-A CALABARZON*

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 or Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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: For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.3. 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

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 **Gate 2 Karangalan Village, Barangay San Isidro, Cainta, Rizal** 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 **THREE (3) 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
 - a. **For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.**

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.
 - a. Payment of the contract price shall be made in: **Philippine Pesos**.

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 until *120 calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be,

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.

by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation.

- 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 may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as **One Project having several items that shall be awarded as one contract.**
- 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

- 20.1. 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

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**.
- 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.**

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Food Service Provider or Catering Services</i> b. completed within 3 years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting shall NOT be allowed.
12	The price of the Goods shall be quoted DDP <i>Malvar, Batangas</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php147,600 <i>equivalent to two percent (2%) of ABCJ</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php369,000 <i>equivalent to five percent (5%) of ABCJ</i> if bid security is in Surety Bond.
19.3	To be awarded in one (1) Contract
20.2	<p>1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</p> <p>2. Sanitary permit (Sec. 14, Chapter III, PD 856 "The Code on Sanitation of the Philippines")</p> <p>3. Health Certificate/s of Food Handler/s (Sec. 15, Chapter III, PD 856)</p>
21.2	No additional requirement.

Section IV. 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**.

2.3. **For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.**

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. ***In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.***

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 or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall

specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documentation:</p> <ul style="list-style-type: none"> a. Provision of Food Service shall be made by the Supplier in accordance with the terms and conditions specified in Section VI. Schedule of Requirements. b. Where there is an increase or decrease in the number of participants, the End-user shall inform the Supplier before the second day of the training/seminar. c. Delivery/project site shall be at RELC-NEAP, Malvar, Batangas. d. The Food Service Provider shall submit a complete menu at least one (1) week prior to implementation of the Framework Agreement, and the list may be updated from time to time. The choice of set menu for each training/conference activity shall be with written notice or approval by the Procuring Entity's authorized representative. e. Upon delivery by the Supplier of the food at the project site, the Delivery Receipt shall be presented to the Procuring Entity's authorized representative. f. For purposes of this Clause the Procuring Entity's Representative at the Project Site shall either be: <ul style="list-style-type: none"> JISELA N. ULPINA OIC-Chief, HRDD-NEAP LILIAN BUBELIS Dormitory Manager II
	<p>Transportation:</p> <p>The transport of food and equipment/tools needed in the activity shall be shouldered by the Food Service Provider, and their related costs shall be deemed included in the Contract Price.</p> <p>The Procuring Entity shall not be liable for the spoilage of food and loss or damage of tools/equipment during transit.</p>
	<p>The Supplier shall likewise be responsible for the clean-up of Project Site, proper disposal of garbage and retrieval of its tools/equipment at no additional cost to the Procuring Entity.</p> <p>OTHER TERMS & CONDITIONS OF CONTRACT:</p> <ul style="list-style-type: none"> a. The Supplier shall provide the utensils, equipment and materials necessary for serving the foods required under the Contract. b. The Supplier must see to it that all the utensils, glasses, tools and equipment are clean and sterile. c. The Supplier shall provide its personnel with uniform, apron, headdress, gloves and mask.

	<p>d. Any excess/leftover food shall be turned over to the Dormitory Manager at the end of each day.</p> <p>e. The Procuring Entity reserves the right to cancel or reschedule the delivery of food services in cases of major institutional mandate/change upon formal notice to the Supplier at least two (2) days prior to the scheduled training/conference or immediately upon occurrence of calamity or force majeure.</p> <p>f. The Procuring Entity reserves the right to substitute/reschedule trainings, and give a formal notice to the Supplier at least five (5) days prior to the schedule indicated in the Call-off.</p> <p>g. Any injury arising from the consumption of food, condiments or drinks served by the Food Service Provider, shall be the sole liability of the latter and shall facilitate provision of immediate medical intervention, if deemed necessary.</p> <p>h. Any loss or damage to property incurred during the provision of food service caused by its personnel either through negligence or otherwise, shall be borne by the Food Service Provider.</p> <p>i. The Food Service Provider shall be solely liable for any damages caused to third parties in the course of its operations, without prejudice to the right of the Procuring Entity to institute any action/s for any damages resulting therefrom.</p> <p>j. Sanctions for non-compliance with specifications/ requirements under the Contract committed by Supplier –</p> <p>1. <u>Minor violations</u></p> <ul style="list-style-type: none"> • Delays in serving food for not more than 5 times during the entire duration of one (1) training/seminar, without any justifiable cause - <u>Warning</u> • Delays in serving food of more than 5 times during the entire duration of one (1) training/seminar, without any justifiable cause – <u>Liquidated damages to be deducted from billing</u> • Non-delivery of service for 1-4 instances during the duration of the framework without justifiable reason – <u>Warning; Immediate rectification</u> • Other minor violations – <u>Warning; Immediate rectification</u> <p>2. <u>Major violations of contract requirements</u> - Rescission of contract with forfeiture of Performance Security and black listing, without prejudice to the filing of applicable case in court</p> <ul style="list-style-type: none"> • Those that may endanger the health/safety of the persons consuming the goods. • Non-delivery of service for five (5) instances during the duration of the framework without justifiable reason
2.2	<p>Schedule of Payment:</p> <p>The Supplier may submit a request for payment based on progress reports which shall be attached to the progress billing and include the following:</p>

	<ol style="list-style-type: none"> 1. Actual quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract; 2. Duly signed Delivery Receipts; 3. Sales Invoice; 4. Request for Payment; and 5. Other documentary requirements as may be required under existing accounting and auditing rules and regulations and other issuances. <p>As per Approve Call-Off:</p> <p>Based on actual number of participants guaranteed for each “Call-Off” multiplied by the unit cost per set of menu/s ordered</p> <p>Full payment is based on actual number of participants guaranteed for each “Call-off” multiplied by the unit cost per set of menu/s ordered.</p>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> a. Any or all of the following may be done: <ol style="list-style-type: none"> i. Food tasting on sampling basis to determine quality of food to be served; ii. Ocular inspection, or if necessary, random weighing of food, to determine quantity and completeness of food delivered in accordance with the approved menu, prior to serving; iii. Observation before, during and/or after the training schedule to check quality of service given by the Supplier. b. Result of QAME from participants to determine the level of satisfaction on the service provided by the Supplier.
5	<p>Warranty:</p> <p>The Supplier warrants that all goods/services to be provided are of industry standard and compliant to Food and Safety Act of 2013</p>

Section VI. Schedule of Requirements

A. List/Description of Goods /Services

The delivery schedule expressed below stipulates the date of delivery to the project site

Item No.	DESCRIPTION	Framework Agreement List	Lot/Serving	Delivery Period
1	Breakfast (4 course) Meal and Drink	Rice	Equivalent to at least one cup or an estimated 200 grams per head	From March 2024 to December 2024 from the date of receipt of the Notice to Proceed (NTP) or the total maximum quantity specified in the Framework Agreement has been exhausted whichever comes first
		2 Choices of Viands	With estimated 100 grams edible portion per serving/viand	
		Dessert/Fruit	Served per piece or cut or saucer/ small bowl	
		Coffee/Choco	Served in cups	
2	Lunch (6 course) Meal and Drink	Rice	Equivalent to at least one cup or an estimated 200 grams per head	
		Soup	Served in a bowl with estimated 200 ml per serving	
		3 Choices of Viands	With estimated 100 grams edible portion per serving/viand	
		Dessert/Fruit	Served per piece or cut or saucer/small bowl	
		One soda/juice	Served in can or glasses	
3	Dinner (6 course) Meal and Drink	Rice	Equivalent to at least one cup or an estimated 200 grams per head	
		Soup	Served in a bowl with estimated 200 ml per serving	
		3 Choices of Viands	With estimated 100 grams edible portion per serving/viand	
		Dessert/Fruit	Served per piece or cut or saucer/small bowl	
		One soda/juice	Served in can or glasses	
4	AM and PM Snacks With drinks	Choice of snacks		
		Choice of drinks: Coffee/Juice		
With overflowing coffee and drinking water.				

B. Delivery Sites:

Goods shall be delivered and inspected at the RELC-NEAP, Malvar, Batangas. The procuring entity may execute Call-Offs requiring delivery at the same site.

C. Contract Duration:

Complete delivery shall be made from March 2024 to December 2024 upon receipt of the NTP.

D. Serving Requirement:

Managed Buffet

STATEMENT OF COMPLIANCE

I/We have read and understood the requirements/scope of service/terms of reference and conditions stipulated herein and shall therefore comply to the conditions set forth in the Contract with respect to this Section VI. Schedule of Requirements, if our bid is considered for award.

Name and Signature of Bidder's Authorized Representative

Company Name

Date

Section VII. Technical Specifications

Technical Specifications

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.

A. DETAILED TECHNICAL SPECIFICATION

Clients will have the option to select the course meal package based on the selection of menu prepared by the service provider. Provided that, the menu prepared by the service provider will include options for those clients with food restrictions because of their condition, religious affiliation, lifestyle, and/or other justifiable reasons

	MEAL PACKAGE		P900/Pax/day	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER’S ACTUAL OFFER
1	Breakfast (4 course) Meal and Drink	Rice	200.00		
		2 Choices of Viands			
		Dessert/Fruit			
		Coffee/Choco			
2	Lunch (6 course) Meal and Drink	Rice	250.00		
		Soup			
		3 Choices of Viands			
		Dessert/Fruit			
		One round of soda/juice			
3	Dinner (6 course) Meal and Drink	Rice	250.00		
		Soup			
		3 Choices of Viands			
		Dessert/Fruit			
		One round of soda/juice			
4	AM and PM Snacks With drinks	Choice of snacks	200.00		
		Choice of drinks:			
		Coffee/Juice			
With overflowing coffee and drinking water.				TOTAL	

SPECIFICATION OF MENU	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER’S ACTUAL OFFER
-----------------------	--	-----------------------

White Rice, either plain or fried, at least one cup or an estimated 200 grams per head.		
Soup (selection from menu) served in a bowl with estimated 200 ml per serving		
2 or 3 Choices of Viands (selection of variety dishes of meat, poultry, fish and vegetables from menu) with estimated 100 grams edible portion per serving/viand		
Dessert/Fruit (selection of pastries, fruits in season and sweets from menu) served per piece or cut or saucer/small bowl		
One soda/juice served in can or glass		
Sample of 15 days Menu Cycle to be submitted as part of the Technical Proposal The winning bidder shall submit to the Procuring Entity's Representative for approval the menu cycle for at least fifteen days or one month within the first week of each month.		
At least one (1) functional water dispenser which can hold at least five (5) gallons of purified drinking water and can supply cold and hot water		
Functional Electric Coffee Maker with at least 10-liter capacity		
At least five (5) pieces of stainless-steel chafing dishes that can keep the food warm for an extended period.		

B. CALL – OFF TERMS AND CONDITIONS

I. Issuance of Call-Off

1. Supplier shall pick up the CALL-OFF(s) issued in his favor at most seven (7) days after receipt of notice to that effect. An email or call shall constitute an official notice to the Supplier.
2. Supplier shall be responsible for the source(s) of its Goods/equipment, and shall deliver the services in accordance with the schedule, and specifications of the award or contract.
3. ALL PRICES ARE FIXED, VALID, AND BINDING BASED ON THE APPROVED FRAMEWORK AGREEMENT.
4. No other cost shall be authorized unless otherwise specified in the Framework Agreement.

II. Inspection and Test

1. The procuring entity reserves the right to inspect the premises of the supplier at any time during the implementation of the framework agreement to ensure that food is prepared in the most hygienic condition.
2. Sanitary Permits of establishment and Health regulatory permits of worker should be presented upon request by the Procuring Entity for monitoring purposes.

III. Delivery of Services

1. The procuring entity shall guarantee the number of participants indicated in the Call-Off. If the actual number of participants is less than the guaranteed number of participants, the Procuring Entity shall confirm the actual number of participants at least five (5) days before the scheduled activity.
2. The supplier/service provider shall ensure that the quality of food and service levels are maintained at all times. Compliance with the Food and Safety Act of 2013 and FDA Advisory No.2015-066 shall be monitored by the procuring entity.
3. The supplier shall provide aside from food, all kitchen tools and equipment, utensils, dining wares, food containers, and other supplies and materials required to deliver the services.
4. The supplier shall deploy its personnel as adequately required to carry out the services. The supplier shall be responsible to comply with labor and employment standards, and shall have full control and discipline of its personnel. The supplier shall ensure that their personnel are well trained, physical and mentally qualified and fit to work. Copies of personnel profile, NBI Clearance and Health Certificates shall be submitted to the procuring entity for security reasons one week after the signing of Framework Agreement and prior to deployment.
5. Supplier shall guarantee his/her deliveries to be free from defects. Any defective item(s) / product(s), therefore that may be discovered by the procuring entity within the delivery period, shall be immediately replaced by the supplier upon verbal notice.
6. The supplier shall not be allowed to change the selected menu in the Call-Off. For reasons of non-availability of raw materials, the supplier may be allowed to change the menu selection two (2) days prior to the conduct of the activity and upon the approval of the procuring entity's authorized representative.
7. The supplier shall maintain the cleanliness and orderliness of kitchen and dining areas during the event. Waste segregation, proper disposal of organic and inorganic materials shall be observed by the supplier.
8. The supplier shall assume full responsibility for damages/illnesses suffered by guest attributed to food that was served. The procuring entity shall investigate on problems resulting from food spoilages, wastage and similar incidents.
9. Unconsumed safe food items shall be surrendered to the Dormitory Manager, provided "Left-over Food Waiver Form" will be prepared by the supplier and signed by the PE's authorized representative.

IV. Other Conditions

1. Supplier who accepted a contract with DepEd Region IV-A CALABARZON but failed to deliver the required goods or services within the time called for in the contract shall be blacklisted in accordance with annex 17 of the RIRR of RA no. 9184.
2. All duties, excise, and other taxes, and revenue charges shall be paid by the supplier.
3. All transactions are subject to withholding of Value Added Tax and/or Expanded Value Added Tax per revenue regulation(s) of the Bureau of Internal Revenue.

V. Liquidated Damages

A penalty of one-tenth of one percent (0.001) of the total value of the undelivered Goods shall be charged as liquidated damages for every day of delay of the delivery of the required Goods/Services.

C. TERMS OF REFERENCE (TOR)

1. The winning bidder shall sign a Framework Agreement from March 2024 to December 2024 with the Procuring Entity.
2. During the duration of the contract, the Procuring Entity shall provide the following amenities free of charge, subject to the guidelines set by the Procuring Entity:
 - a. Dining area including dining tables and chairs
 - b. Parking slots for deliveries

Scope of Work

1. The winning bidder provide meals for the DepEd Region IV-A CALABARZON guests based on each "Call-Off" issued by procuring entity.
2. The procuring entity shall not be precluded from using other spaces preferred by the paying guests, during seminars, trainings, meetings or conferences, or venue including the "mess hall", if available where packed lunch may be required, subject to procuring entity's Rules and Regulations.
3. In the event that clients preferred packed meals as indicated in the call-off issued by the procuring entity, the supplier/service provider are encouraged to use paper products in packing of food.

Food Service Guidelines

1. Operating Hours

- Catering service operations (Set Menu/Packed Meal or Managed Buffet) is from Mondays to Sundays or as scheduled
- Breakfast will be served from 6:00 a.m. to 7:30 a.m. except for Day 1 (until 9:00 a.m.)
- Morning snacks will be served at 9:30 a.m. to 10:30 a.m.
- Lunch will be served from 12:00 noon to 1:00 p.m.
- Afternoon snacks will be served at 3:00 p.m. to 4:00 p.m.
- Dinner will be served from 6:00 p.m. to 8:00 p.m.

2. Menu Selection

1. The winning bidder shall provide a variety of well-balanced food selection for the procuring entity. They must submit to the procuring entity's authorized representative for approval at least a 15-day Menu Cycle within the first (1st) week of each month.
2. Menu proposal for catering services must be submitted to the end-user, through the HRDD-NEAP, at least one (1) week in advance indicating therein the serving portion, size or number of pieces per serving. It is understood that the standard weight shall exclude the weight of the sauce/trimmings of the dishes.
3. Non-submission or non-compliance with the approved menu cycle shall be considered a violation and subject to the imposition of sanction as stipulated in Item 7 of this TOR

3. Personnel/Manpower Requirement

The winning bidder shall submit the list of personnel to be assigned at RELC-NEAP in compliance with this provision one (1) week before the awarding of the contract.

- Project/Food Supervisor
- Waiters/Servers

Additional personnel required for bigger events shall be coordinated by the procuring entity prior to issuance of "Call-Off". The procuring entity shall be advised/notified in writing accordingly, in case of any change and/or replacement of the winning bidder's employees.

Food handlers which include both kitchen and dining personnel must wear the proper/standard work attire or uniform and observe good personal hygiene practices as prescribed in Section Item 5 of the Implementing Rules and Regulations of Chapter III on Food Establishments of the Code on Sanitation of the Philippines (PD 856).

The Food Service Provider shall be solely responsible for the salaries and wages, allowances, overtime compensation and such other benefits as may be required by law of all its personnel and staff subject to the provisions of the Labor Code of the Philippines and its Implementing Rules and Regulations. The Food Service Provider shall strictly comply with the requirements of the Social Security System (SSS), Philhealth, Pag-IBIG and Occupational Health and Safety Standards and all other provisions under the Employee Compensation Commission.

4. Food Safety, Sanitation and Quality Control

1. The winning bidder shall ensure utmost cleanliness and proper hygiene in the preparation, handling and service of food. It shall strictly comply with all existing laws and applicable ordinances governing procurement, food safety and sanitation standards, Sanitation Code of the Philippines or PD 856, RA 3720 amended by EO 175, environmental laws such as RA 8749, RA 9003, RA 9275, among others, including DepEd DO 52, s. 2008.
2. All food preparation by the winning bidder to be served shall be subject to inspection by its authorized representative to ensure food safety and quality control.

5. Prohibited Acts

The winning bidder is prohibited from engaging in any of the following acts:

1. To use the premises for any unlawful acts or immoral purposes or acts contrary to the provisions of this instrument, or such other purpose that will cause damage to the procuring entity.
2. To store any flammable materials which will constitute fire hazard, toxic, harmful, poisonous, or noxious substance in the premises, EXCEPT those which are necessary for cleaning, sanitation purposes and food service operation.
3. To store any items or contraband wherein the possession, use, distribution or sale of which is prohibited by law, including but not limited to prohibited drugs, firearms, ammunition, explosives, pornographic materials, and such other analogous items/objects.
4. To make any alterations, renovations, improvements to the premises or change the electrical, plumbing, lighting or sanitary systems without obtaining prior written consent from the procuring entity.

5. To use the provided mess halls beyond the specified food service operating hours. In case of general cleaning or special events that will require the use of these premises, a prior consent must be secured from the Dormitory Manager.
6. To use the facilities to provide food services to non -related functions or outside clients.
7. To use the premises for dwelling or sleeping purposes.
8. To delegate or subcontract the services agreed upon.

6. Monitoring and Clearance

1. A regular inspection to ensure the winning bidders' compliance with the foregoing provisions shall be conducted by the procuring entity's authorized representative. The winning bidder assumes full and exclusive responsibility for the quality, safety and fitness for human consumption of all food items served at the function hall.
2. Upon expiration of the contract, the winning bidder shall orderly turn-over the premises and all fixtures provided by the procuring entity in its usable and good condition. The procuring entity shall then issue clearance releasing the winning bidders from any accountability.
3. The winning bidder is expected to strictly follow the herein Terms of Reference and Scope of Services, and shall be liable for any violation or infraction of the same, including those committed by its staff. Penalties shall be meted as follows:

FIRST OFFENSE: Written notice informing them of the violation, and giving them an opportunity to explain and take corrective actions within fifteen (15) calendar days, and to warn them that a repetition of the violation will result in the imposition of a fine in the amount of TEN THOUSAND PESOS (P10,000.00), if warranted.

SECOND OFFENSE: Imposition of TEN THOUSAND PESOS(P10,000.00) fine for every subsequent infraction, with notice of possible termination of the contract.

THIRD OFFENSE: Termination of Contract

Violations and infraction shall include, but shall not be limited to the following:

1. Failure to provide the food requirements for the subject activity of the Call-off;
2. Improper handling and disposal of waste products by the Food Service Provider and/or their personnel;
3. Non-submission or non-compliance with the approved menu for the function/event/activity, unless a request to deviate from the same has been applied for and approved by procuring entity;
4. Failure to pay the salaries, wages, allowances, overtime, compensation and benefits as may be required by law of all its personnel and staff;
5. Unhygienic and/or improper food handling and services
6. Commission by any or its personnel or staff of the prohibited acts under Item 6 of this TOR.
7. It is agreed and understood that any incidence of food poisoning, for the first offense, shall be a ground for the termination of the contract.

7. OTHERS

1. Provision of food buffers of 10 percent of the participants per Call-Off.
2. Provision of condiments.

3. Flexibility in food preparation and handling relative to the religious and other health restrictions of the participants. (Example: Halal Foods)

STATEMENT OF COMPLIANCE

I/We have read and understood the requirements/scope of service/terms of reference and conditions stipulated herein and shall therefore comply to the conditions set forth in the Contract with respect to this Section VI. Schedule of Requirements, if our bid is considered for award.

Name and Signature of Bidder's Authorized Representative

Company Name

Date

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184 (as applicable)

- (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

- government procurement activities for the same item or product.
- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

