# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

Government of the Republic of the Philippines

### CATERING SERVICES FOR THE CONDUCT OF VARIOUS PROGRAMS, PROJECTS, AND ACTIVITIES (PPAs) OF DEPED-CAR REGIONAL OFFICE UNDER SINGLE-YEAR FRAMEWORK AGREEMENT FOR CY 2024

**DEPED-CAR RO – CB 2024-03-006** 

Sixth Edition July 2020

### Preface

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

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

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

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

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

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

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## Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA -** Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

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.

### Notes on the Invitation to Bid

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

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

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

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



Republic of the Philippines Department of Education Cordillera administrative region

#### INVITATION TO BID FOR CATERING SERVICES FOR THE CONDUCT OF VARIOUS PROGRAMS, PROJECTS, AND ACTIVITIES (PPAs) OF DEPED-CAR REGIONAL OFFICE UNDER SINGLE YEAR FRAMEWORK AGREEMENT FOR CY 2024

- 1. The Department of Education-Cordillera Administrative Region Regional Office (DepEd – CAR RO), using a Single Year Framework Agreement (Outright Determination of Lowest Calculated and Responsive Bid under GPPB Resolution No. 27-2019, through the FY 2024 Government Appropriations Act (GAA) Fund intends to apply the sum of Three Million Eight Hundred Fifty Thousand Nine Hundred Fifty Pesos (P 3,850,950) Only, with identification number DepEd-CAR RO CB 2024-03-006 being the ABC to payments under the contract for each item. Bids received in excess of the total cost per item shall be automatically rejected.
- 2. The DepEd CAR RO now invites bids for Catering Services for the Conduct of Various Programs, Projects, and Activities (PPAs) of Deped-CAR Regional Office under Single Year Framework Agreement for CY 2024. Delivery of the Goods is required within Section VI Schedule of Requirements of the Bidding Documents. Bidders should have completed, within Five (5) 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 nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 *DepEd CAR RO* and inspect the Bidding Documents at the address given below during 8:00am to 5:00pm during working days.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on *March* 13, 2024 from the *DepEd-CAR RO Procurement Unit (BAC Secretariat)* and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Php 3,800.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

- 6. The *DepEd-CAR RO* will hold a *Pre-Bid Conference*<sup>1</sup> on *March 21, 2024* at *9:00AM* at the *OARD*, *DepEd-CAR RO*, *Wangal*, *La Trinidad*, *Benguet*, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat at the Office of the Assistant Regional Director of the DepEd-CAR RO, address below, on or before 9:01 AM of April 4, 2024. Late bids shall not be accepted.

RONALD B. CASTILLO, CESO V BAC Chairperson Procurement Unit Office (BAC Secretariat Office) DepED-CAR Regional Office Wangal, La Trinidad, Benguet

- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on April 4, 2024 at 9:01 AM at the OARD, DepEd- CAR, Wangal, La Trinidad, Benguet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *DepEd-CAR RO* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

Atty. Edward C. Magalgalit, Jr./Randolph Flyn B. Daculog Chair, BAC Secretariat/Procurement Unit DepED-CAR Regional Office Wangal, La Trinidad, Benguet Email address: car.procurement@deped.gov.ph Tel. No. (074) 422-1318 Cp No. 09178218490/09207930509 Website: www.depedcar.ph

12. You may visit the following websites:

For downloading of Bidding Documents: depedcar.ph

March 13, 2024

RONALD B. CASTILLO, CESO V **BAC** Chairperson

<sup>&</sup>lt;sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

### Notes on the Instructions to Bidders

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

#### 1. Scope of Bid

The Procuring Entity, *DepEd-CAR RO* wishes to receive Bids for the *Catering Services* for the Conduct of Various Programs, Projects, and Activities (PPAs) of Deped-CAR Regional Office under Single-Year Framework Agreement for CY 2024, with identification number DepEd-CAR RO CB 2024-03-006.

The Procurement Project (referred to herein as "Project") is composed of *one (1) lot*, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *FY 2024* in the amount of *Php 3,850,950*
- 2.2. The source of funding is:

NGA, the General Appropriations Act.

#### **3.** Bidding Requirements

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

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

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

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

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

# 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

#### Subcontracting is not allowed.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 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 at the *Office of the Assistant Regional Director, DepEd-CAR RO, Wangal, La Trinidad Benguet* 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 *five* (5) *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, exwarehouse, 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.
  - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off 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.

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

#### a. Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> 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 *Sixty (60) calendar days from the deadline of submission of bids*. 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, 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 (1) copy (original copy) of the first and second components of its Bid.

The Procuring Entity may request **two (2) additional hard copies (Labelled as Copy 1 and Copy 2)** 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**.

 $<sup>^{2}</sup>$  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.

16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

#### 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.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

#### **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.

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

- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the

case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

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

#### 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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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

### Notes on the Bid Data Sheet

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

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

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

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

ITB Clause									
5.3	For th	is purpose, contracts simila	ar to the Project	shall be:					
	a.	Contracts related to the P	rovision of Cate	ering Services.					
	b.	and receipt of bids.							
7.1	The P	rocuring Entity has prescri	bed that:						
		Subcontracting is n	ot allowed.						
12	-	The price of the Goods shall be quoted DDP DepEd-CAR RO, Wangal, La Trinidad, Benguet							
	or the applicable International Commercial Terms (INCOTERMS) for this Project.								
14.1		id security shall be in the f lowing forms and amounts		ecuring Decla	ration, or any of				
	Item No.	Item/Description/Project Title	Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012				
	1	Catering Services for the Conduct of Various Programs, Projects, and Activities of Deped-CAR Regional Office for FY 2024	77,019.00	192,547.50	Please see Section VIII				
	Note: The Bid Security in the form of Cashier's/manager's check shall be pay to <b>DepEd-CAR Regional Office – Cash Section</b>								
19.3		roject will be awarded by lo		-					
	No.	ficient for all the lot/s or construction	Unit Descriptio	Quantity	ABC				
	1	Catering Services for the Conduct of Various Programs, Projects, and Activities (PPAs) of Depe CAR Regional Office und Single-Year Framework Agreement for CY 2024	d- Lot	1	3,850,950				

# **Bid Data Sheet**

20.2	Within a non-extendible period of <b>five (5) calendar days</b> from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit copies of the following requirements:
	1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)
	2. License to Operate (LTO) if Applicable
	<b>3.</b> Sanitary permit (Sec. 14, Chapter III, PD 856 "The Code on Sanitation of the Philippines')
	4. Health Certificate/s of Food Handler/s (Sec. 15, Chapter III, PD 856)
	<b>NOTE:</b> Failure to submit any of the post-qualification requirements on time, or finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
21.2	[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]
	No Further Instructions

# Section IV. General Conditions of Contract

### Notes on the General Conditions of Contract

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

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

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

#### **1.** Scope of Contract

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

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

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

#### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

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

- 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.
- 2.4. For multi-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 during conduct of Mini-Competition.

#### **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.*[Include if Framework Agreement will be used:]* 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 Project *{[Include if Framework Agreement will be used:]* 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

### Notes on the Special Conditions of Contract

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

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

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

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

### **Special Conditions of Contract**

GCC Clause	
1	
	Delivery and Documents:
	<ul> <li>a. Provision of Catering Services shall be made by the Supplier in accordance with the terms and conditions specified in Section VI. Schedule of Requirements.</li> <li>b. Where there is an increase or decrease in the number of participants, the End-user shall inform the Supplier one (1) day before serving the meals.</li> </ul>
	<ul><li>c. Delivery/project site shall be the DepEd-CAR Regional Office, Wangal, La Trinidad, Benguet.</li></ul>
	<ul> <li>d. Delivery time of the food to be served as follows:</li> <li>Breakfast – not later than 7:00 a.m.</li> <li>AM Snacks - not later than 9:30 a.m.</li> </ul>
	Lunch - not later than 11:30 a.m. PM Snacks - not later than 2:30 p.m. Dinner- not later than 6:00 p.m.
	or as requested by the program owner/end user
	e. The Catering Services Provider shall submit a complete menu (variety of Filipino/Continental dishes to include appetizers, snacks, desserts, salads, pastries, etc. which are economical, nutritious, tasty, safe and clean) 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.
	f. Upon delivery of the Supplier of the food at the project site, the following documents shall be presented to the Procuring Entity, through the authorized representative: Delivery Receipt
	g. For purposes of this Clause the Procuring Entity's Representative at the Project Site is: End User/In-charge of Each PPAs
	The transport of food and equipment/tools needed for Catering Services to the Project Site shall be arranged by the Supplier, and their related costs shall be deemed included in the Contract Price.
	The Procuring Entity shall not be liable for the damage or spoilage of food and tools/equipment during transit.
	The Supplier shall likewise be responsible for the clean-up of Project Site
	and collection of its tools/equipment at no additional cost to the Procuring
	Entity.

TERMS & CONDITIONS OF CONTRACT OF SERVICE:
A. The Supplier shall <b>provide the utensils, equipment and materials</b> 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.
D. Any excess/leftover food of the catering services shall be <b>turned over</b> to the End User at the end of each day.
E. The Procuring Entity reserves the right to cancel or reschedule the delivery of catering 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.
F. The Procuring Entity reserves the right to substitute/reschedule trainings, and give a formal notice to the Supplier at least two (2) days prior to the schedule indicated in the Call-off.
G. Any injury arising from the consumption of food, condiments or drinks served by the Catering Services Provider, shall be the sole liability of the Catering Services Provider.
H. Any loss or damage to property incurred during the Catering Services Provider caused by its personnel either through negligence or otherwise, shall be borne by the Catering Services Provider.
I. The Catering Services 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.
<ul> <li>J. Sanctions for non-compliance with specifications/ requirements under the Contract committed by Supplier – <ol> <li>Minor violations, either (i) Delays in serving food for not more than 5 times without any justifiable cause shall be issued a warning; and (ii) Delays in serving food more than 5 times during the entire duration of one (1) training/seminar, without any justifiable cause shall incur Liquidated damages to be deducted from billing; and (iii) Other minor violations – Warning; Immediate rectification</li> <li>Major violations covers instances that may endanger the health/safety of the persons consuming the goods shall result to Rescission of contract with forfeiture of Performance Security, without prejudice to the filing of applicable case in court.</li> </ol> </li> </ul>

	Regular and Recurring Services –
	[In case of contracts for regular and recurring services, state:] "The contract
	for regular and recurring services shall be subject to a renewal whereby the
	performance evaluation of the service provider shall be conducted in
	accordance with Section VII. Technical specifications."
2.2	The terms of payment shall be as follows:
	Partial payment is not allowed. After each training/conference completed,
	the Supplier is responsible for sending a billing statement with complete
	supporting documents to the Procuring Entity for processing of payment.
	The imprestions and tests that will be can ducted and
4	The inspections and tests that will be conducted are:
	a. Any or all of the following may be done:
	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 scheduled PPAs to
	check quality of service given by the Supplier.
	b. Survey among participants to determine level of satisfaction on the service
	provided by the Supplier.

# Section VI. Schedule of Requirements

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

Item Number	Description	Quantity (Total Pax from Breakfast to Dinner)	Delivered, Weeks/Months
1	Catering Services for the Conduct of Various Programs, Projects, and Activities (PPAs) of Deped- CAR Regional Office under Single-Year Framework Agreement for CY 2024	17,608	Within specific date/time indicated in the Call-off (see Framework Agreement List for the Indicative CALL-OFF Order Schedule)

Name of Company	N	lam	e of	Co	mp	an	y	
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Signature over Printed Name of Duly Authorized Representative Date

#### [Use this form for Framework Agreement:]

## Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

	FRAM	IEWORK A (AGE	GREEMEN NCY)	NT LIST				
No.	Item / Service Type and nature of each item/service	Cost per item or service	Maximu m Quantity	Total Cost per Item	End User	Expected Date of Implementation		
1	Interfacing Activities w	ith Stakeholo	lers and pa	rtners				
	AM Snack	100	30	3,000	ORD	April, 202		
	Lunch	400		12,000				
	PM Snack	100		3,000				
2	Convocation							
	AM Snack	100	120	12,000	ORD	April 1, 2024		
3	Meeting on RA 11032 I	mplementati	on					
	AM Snack	100	18	1,800	ASD	April 4, 2024		
	Lunch	400	1	7,200				
4	PRAISE Committee me	eeting						
	AM Snack	100	17	1,700	HRD D	April 5, 2024		
	Lunch	350		5,950				
	PM Snack	100		1,700				
5	<b>Regular RExeCom</b>	1						
	AM Snack	100	32	3,200	ORD	April 8, 2024		
	Lunch	400	1	12,800				
	PM Snack	100		3,200				
6	CSM Orientation	1	1			1		
	AM Snack	100	25	2,500	ASD	April 11, 2024		
	Lunch	400	1	10,000	1			
	PM Snack	100	1	2,500	1			
7	BETA and User Acceptance Testing for HRMS 4							
	AM Snack	100	60	6,000	ORD	April 23, 202		
	Lunch	400	1	24,000	-			
	PM Snack	100	1	6,000	ICTU			
8	Finalization of eREMIT	Г System	<u>I</u>	1	1	1		
Day 1	AM Snack	100	18	1800	ASD	April 25-26,		
-	Lunch	400	1	7200		2024		

	FRAM	EWORK A (AGE	GREEMEI ENCY)	NT LIST		
No.	Item / Service Type and nature of each item/service	Cost per item or service	Maximu m Quantity	Total Cost per Item	End User	Expected Date of Implementation
	PM Snack	100	Quantity	1800		
Day 2	AM Snack	100	_	1800		
Day 2	Lunch	400	_	7200		
	PM Snack	100	-	1800		
9	36th DepEd-CAR Foun	ding Annive	rsary			
	AM Snack	100	202	20200	ASD	April 30, 2024
	Lunch	350		70700		
	PM Snack	100		20200		
10	Conduct of Regional Ac	ademic Fest	ival			I
	Breakfast	200	162	32,400	CLM	May, 2024
	AM Snack	100		16,200	D	
	Lunch	350		56,700	-	
	PM Snack	100		16,200		
	Dinner	350		56,700		
11	Convocation		1			I
	AM Snack	100	120	12,000	ORD	May 6, 2024
12	Regular RExeCom		1			I
	AM Snack	100	32	3,200	ORD	May 13, 2024
	Lunch	400	-	12,800		
	PM Snack	100	-	3,200		
13	MID YEAR PIR for OF	KD Program	s	1		
Day 0	Dinner	350	33	6,300	ESS	May 22-23,
Day1	Breakfast	200	-	6,600	D	2024
	AM Snack	100	-	3,300		
	Lunch	350		11,550		
	PM Snack	100	1	3,300		
	Dinner	350	1	11,550		
Day 2	Breakfast	200	1	6,600		
	AM Snack	100	1	3,300		
	Lunch	350	1	11,550		
14	BETA and User Accept	ance Testing	s for HRM	S 4		
	AM Snack	100	60	6,000	ORD	May 23, 2024
	Lunch	400	1	24,000	- ICTU	
	PM Snack	100	1	6,000	ICTU	
15	Gender Audit Training	1	1	1		ı
Day 1	AM Snack	100	25	2,500	HRD	May 28-30,
	Lunch	350	1	8,750	D	2024

	FRAM	IEWORK A (AGE	GREEMEI ENCY)	NT LIST		
No.	Item / Service Type and nature of each item/service	Cost per item or service	Maximu m Quantity	Total Cost per Item	End User	Expected Date of Implementation
	PM Snack	100		2,500		
Day 2	AM Snack	100		2,500		
	Lunch	350		8,750		
	PM Snack	100		2,500		
Day 3	AM Snack	100		2,500		
	Lunch	350		8,750		
	PM Snack	100		2,500		
16	Interfacing Activities w	ith Stakehol	ders and pa	rtners		·
	AM Snack	100	30	3,000	ORD	June, 2024
	Lunch	400		12,000		
	PM Snack	100		3,000		
17	Salamat Mabuhay Prog	gram	1			l
	AM Snack	100	120	12,000	HRD	June 3, 2024
	Lunch	350		42,000	D	
	PM Snack	100		12,000		
18	Convocation	1	1			
	AM Snack	100	120	12,000	ORD	June 3, 2024
19	Capacity Building Strengthening the					
Day 1	Lunch	350	81	28,350	ESS	June 3-7, 202
	PM Snack	100	-	8,100	D	
	Dinner	350	-	14,000		
Day 2	Breakfast	200	-	16,200		
	AM Snack	100	-	8,100		
	Lunch	350	-	28,350		
	PM Snack	100	1	8,100		
	Dinner	350	1	14,000		
Day 3	Breakfast	200	1	16,200		
-	AM Snack	100	1	8,100		
	Lunch	350	1	28,350		
	PM Snack	100	1	8,100		
	Dinner	350	1	14,000		
Day 4	Breakfast	200	1	16,200		
•	AM Snack	100	1	8,100		
	Lunch	350	1	28,350		
	PM Snack	100	1	8,100		
	I III Dilucit	100		04100		

	FRAM	EWORK A (AGE	GREEME ENCY)	NT LIST				
No.	Item / Service Type and nature of each item/service	Cost per item or service	Maximu m Quantity	Total Cost per Item	End User	Expected Date of Implementation		
Day 5	Breakfast	200		16,200				
	AM Snack	100		8,100				
	Lunch	350		28,350				
	PM Snack	100		8,100				
20	BETA and User Accept	ance Testing	s for Docu	TRACE 2				
	AM Snack	100	60	6,000	ORD	June 5, 2024		
	Lunch	400	1	24,000				
	PM Snack	100	1	6,000	ICTU			
21	Conduct of regular plan offices, stakeholders &		ngs, worksh	op of RO C	REDe v	vith other		
	AM Snack	100	15	1,500	ORD	June 7, 2024		
	Lunch	400		6,000	Legal			
	PM Snack	100	1	1,500				
22	Regular RExeCom			1		L		
	AM Snack	100	32	3,200	ORD	June 10, 2024		
	Lunch	400	1	12,800				
	PM Snack	100	1	3,200				
23	Performance Mid Year Evaluation for RO							
	AM Snack	100	35	3,500	HRD	June 11, 2024		
	Lunch	350	1	12,250	D			
	PM Snack	100	1	3,500				
24	Performance Mid Year Evaluation for SDO							
	Breakfast	200	40	3,200	HRD	June 12, 2024		
	AM Snack	100	1	4,000	D			
	Lunch	350	1	14,000				
	PM Snack	100	1	4,000				
	Dinner	350	1	5,600				
25	Quarterly HRDD PIR0	1	1	<u>I</u>	I	1		
	AM Snack	100	14	1,400	HRD	June 21, 2024		
	Lunch	350	1	4,900	D			
	PM Snack	100	1	1,400				
26	Capacity Building on the Strengthening the Pron							
Day 1	Lunch	350	81	28,350	ESS	June 24-28,		
	PM Snack	100	1	8,100	D	2024		
	Dinner	350	1	14,000				
Day 2	Breakfast	200	1	16,200	1			

	FRAM	IEWORK A (AGE	GREEMEN ENCY)	NT LIST				
No.	Item / Service Type and	Cost per	Maximu	Total	End	Expected Date		
	nature of each item/service	item or service	m Quantity	Cost per Item	User	of Implementation		
	AM Snack	100	Quantity	8,100				
	Lunch	350	-	28,350				
	PM Snack	100	-	8,100				
	Dinner	350	-	14,000				
Day 3	Breakfast	200	1	16,200				
	AM Snack	100	1	8,100				
	Lunch	350	1	28,350				
	PM Snack	100	1	8,100				
	Dinner	350	1	14,000				
Day 4	Breakfast	200	1	16,200				
	AM Snack	100	1	8,100				
	Lunch	350	1	28,350				
	PM Snack	100	1	8,100				
	Dinner	350	1	14,000				
Day 5	Breakfast	200	1	16,200				
	AM Snack	100	1	8,100				
	Lunch	350	1	28,350				
	PM Snack	100		8,100				
27	2nd Quarter ASD Professional Dev't Activity cum Performance Review							
	AM Snack	100	38	3,800	ASD	June 28, 2024		
	Lunch	400		15,200				
	PM Snack	100		3,800				
28	Conduct of RSPC (TW	G)				·		
Day 1	Breakfast	200	35	7,000	CLM	May 1-3, 2024		
	AM Snack	100	]	3,500	D			
	Lunch	350		12,250				
	PM Snack	100	]	3,500				
	Dinner	350		12,250				
Day 2	Breakfast	200	1	7,000				
	AM Snack	100		3,500				
	Lunch	350		12,250				
	PM Snack	100		3,500				
	Dinner	350	1	12,250				
Day 3	Breakfast	200	1	7,000	1			
	AM Snack	100	]	3,500	1			
	Lunch	350	]	12,250	1			
Day 0	PM Snack	100	1	3,500	1			

	FRAM	EWORK A	GREEMEN ENCY)	NT LIST				
No.	Item / Service Type and nature of each item/service	Cost per item or service	Maximu m Quantity	Total Cost per Item	End User	Expected Date of Implementation		
Day 0	Dinner	350		12,250				
29	Conduct of RSPC (Proc	ctors and Juc	lges)					
Day 1	AM Snack	100	31	3,100	CLM	May 1-3, 2024		
	Lunch	400		12,400	D			
	PM Snack	100		3,100				
Day 2	AM Snack	100	-	3,100				
	Lunch	400	-	12,400				
	PM Snack	100	-	3,100				
Day 3	AM Snack	100		3,100				
	Lunch	400		12,400				
Day 0	PM Snack	100		3,100				
30	Workshop on the Imple	ementation of	f the PSMS	1				
Day 1	AM Snack	100	25	2,500	ASD	May 7-8		
	Lunch	400		10,000				
	PM Snack	100		2,500				
	Dinner	400		6,400				
Day 2	AM Snack	100	-	2,500				
	Lunch	400		10,000				
	PM Snack	100		2,500				
31	Press Conferences/ Kapihan							
	Lunch	400	35	14,000	ORD	June 14, 2024		
	PM Snack	100		3,500	-PAU			
32	Conduct of MidYear Ev	valuation of (	Guidance P	rogram and	l Couns	eling Services		
Day 0	Dinner	350	46	8,400	ESS	July 9-11, 2024		
Day 1	Breakfast	200		9,200	D			
	AM Snack	100	_	4,600				
	Lunch	350	-	16,100				
	PM Snack	100	1	4,600				
	Dinner	350	1	8,400				
Day 2	Breakfast	200	-	9,200				
	AM Snack	100	1	4,600				
	Lunch	350	1	16,100				
	PM Snack	100	1	4,600				
33	Election of Regional SE	LG/SSLG F	ederation	I .	1	1		
Day 0	Dinner	350	46	11,200	ESS	July, 2024		
Day 1	Breakfast	200	1	9,200	D			
	AM Snack	100	-	4,600				

	FRAM	EWORK A (AGE	GREEMEN ENCY)	NT LIST		
No.	Item / Service Type and	Cost per	Maximu	Total	End	Expected Date
	nature of each item/service	item or service	m Quantity	Cost per Item	User	of Implementatio
	Lunch	350	Quunuy	16,100		Implementatio
	PM Snack	100	_	4,600		
34	Project ROSE assessme			,		
	Breakfast	200	9	1,800	CLM	July, 2024
	AM Snack	100	_	900	D	
	Lunch	400	-	3,600		
	PM Snack	100	-	900		
35	Annual PIR for Special Program)	Programs a	nd Projects	(DRRM, C	PP, YFI	D, BPLP, Spor
	AM Snack	100	165	16,500	ESS	July, 2024
	Lunch	350	-	57,750	D	
	PM Snack	100	-	16,500		
36	Convocation		1			
	AM Snack	100	120	12,000	ORD	July 1, 2024
37	Performance Matrix Ro	eview	1	1		L
	AM Snack	100	12	1,200	HRD	July 3, 2024
	Lunch	350	-	4,200	D	
	PM Snack	100	-	1,200		
38	Regular RExeCom		1	1		L
	AM Snack	100	32	3,200	ORD	July 8, 2024
	Lunch	400	-	12,800		
	PM Snack	100	-	3,200		
39	2nd Quality Workplace	Meeting and	d Inspection	1	L	
	AM Snack	100	22	2,200	QWT	July 17, 202
	Lunch	400	-	8,800		
	PM Snack	100	-	2,200		
40	BETA and User Accept	ance Testing	s for Docu	FRACE 2.0	I	1
	AM Snack	100	60	6,000	ORD	July 23, 2024
	Lunch	400	1	24,000	-	
	PM Snack	100	-	6,000	ICTU	
41	Interfacing Activities w	ith Stakehol	ders and pa	rtners	L	
	AM Snack	100	30	3,000	ESS	August,
	Lunch	400	1	12,000	D	2024
	PM Snack	100	1	3,000		
42	Conduct of validation for	or the entries	s of Most Lo	earner Focu	ised	1
	AM Snack	100	15	1,500	CLM	August,
	Lunch	400	1	6,000	D	2024

	FRAM	EWORK A (AGE	GREEMEI ENCY)	NT LIST		
No.	Item / Service Type and nature of each item/service	Cost per item or service	Maximu m Quantity	Total Cost per Item	End User	Expected Date of Implementation
	PM Snack	100	Quantity	1,500		Implementation
43	Convocation			_,_ ***		
	AM Snack	100	120	12,000	ORD	August 5, 2024
44	Regular RExeCom			,		0 /
	AM Snack	100	32	3,200	ORD	August 12,
	Lunch	400	-	12,800		2024
	PM Snack	100	-	3,200		
45	Conduct of Orientation	to RO perso	nnel on Pro	,	Manage	ment System
	AM Snack	100	119	11,900	ORD	August 8, 202
	Lunch	400	-	47,600	-	
	PM Snack	100	-	11,900	ICTU	
46	Orientation of RO Pers	onnel on Pro	curement N	,	t Systen	n (PMS)
	AM Snack	100	114	11,400	ASD	August 15,
	Lunch	400	-	45,600		2024
	PM Snack	100	-	11,400		
47	Meals for the Conduct of Orientation to RO personnel on Procurement Management System					
	AM Snack	100	119	11,900	ORD	August 22,
	Lunch	400		47,600	- ICTU	2024
	PM Snack	100		11,900	iere	
<b>48</b>	Salamat-Mabuhay Prog	gram				
	AM Snack	100	120	12,000	HRD	September 2,
	Lunch	350		42,000	D	2024
	PM Snack	100		12,000		
49	Convocation					
	AM Snack	100	120	12,000	ORD	September 2, 2024
50	GAWAD Cordillera Re	gional Office	e Assessmer	nt of Docum	ent	
	AM Snack	100	17	1,700	HRD	September 6,
	Lunch	350		5,950	D	2024
	PM Snack	100	]	1,700		
51	Regular RExeCom					
	AM Snack	100	32	3,200	ORD	September 9,
	Lunch	400		12,800		2024
	PM Snack	100	]	3,200		
52	BETA and User Accep System	tance Testing	gs for Procu	irement Ma	nageme	ent Information
	AM Snack	100	60	6,000		

	FRAM	IEWORK A (AGE	GREEMEI ENCY)	NT LIST		
No.	Item / Service Type and nature of each	Cost per item or	Maximu m	Total Cost per	End User	Expected Date of
	item/service	service	Quantity	Item		Implementation
	Lunch	400	_	24,000	ORD	September 10,
	PM Snack	100		6,000	- ICTU	2024
53	GAWAD Cordillera R	egional Offic	e onsite int	rview and v	alidatio	n of finalist
	AM Snack	100	17	1,700	HRD	September 12,
	Lunch	350		5,950	D	2024
	PM Snack	100	-	1,700		
54	Finalization of eREMI	T System	4			
	AM Snack	100	12	1,200	ASD	September 12
	Lunch	400	-	4,800		2024
	PM Snack	100	-	1,200		
55	Press Conferences/ Ka	apihan	1	1		l
	Lunch	400	35	14,000	ORD	September 13.
	PM Snack	100	-	3,500	-PAU	2024
56	Election of Regional P	TA Federatio	on Officers		L	
Day 0	Dinner	350	55	13,300	ESS	September 13
Day 1	Breakfast	200	-	11,000	D	2024
	AM Snack	100	-	5,500		
	Lunch	350	-	19,250		
	PM Snack	100	-	5,500		
57	GAWAD Cordillera R	egional Offic	e Deliberat	ion and fina	lization	of winners
	AM Snack	100	17	1,700	ESS	September 26
	Lunch	350	-	5,950	D	2024
	PM Snack	100	-	1,700		
58	Quarterly HRDD PIR				I	I
	AM Snack	100	14	1,400	HRD	September 27.
	Lunch	350	-	4,900	D	2024
	PM Snack	100	_	1,400		
59	3rd Quarter ASD Pro	fessional Dev	't Activity (	cum Perfor	mance F	Review
	AM Snack	100	38	3,800	ASD	September 27
	Lunch	400	1	15,200		2024
	PM Snack	100	1	3,800		
60	Convocation	1	1		1	1
	AM Snack	100	120	12,000	ORD	October 7, 2024
61	2nd Brigada Opisina		<u>.</u>		<u>.</u>	
	AM Snack	100	100	10,000	ASD	October 8,
	Lunch	400	1	40,000		2024

	FRAM	IEWORK A (AGE	GREEMEN 'NCY)	NT LIST		
No.	Item / Service Type and nature of each item/service	Cost per item or service	Maximu m Quantity	Total Cost per Item	End User	Expected Date of Implementation
62	Awarding Ceremonies	of GAWAD	Cordilleral	RO		·
	AM Snack	100	120	12,000	HRD	October 11,
	Lunch	350		42,000	D	2024
63	Regular RExeCom					·
	AM Snack	100	32	3,200	ORD	October 14,
	Lunch	400		12,800		2024
	PM Snack	100		3,200		
64	BETA and User Accept System	ance Testing	s for Procu	rement Ma	nageme	nt Information
	AM Snack	100	60	6,000	ORD	October 15,
	Lunch	400		24,000	- ICTU	2024
	PM Snack	100		6,000	ICTU	
65	Document Assessment	for GAWAD	Regionwid	le		
	AM Snack	100	35	3,500	HRD	October 18,
	Lunch	350		12,250	D	2024
	PM Snack	100		3,500		
66	Deliberation and short	listing	•			
	AM Snack	100	35	3,500	HRD	October 23,
	Lunch	350		12,250	D	2024
	PM Snack	100		3,500		
67	Workshop on the Impl	ementation o	f the PSMS	5		
Day 1	AM Snack	100	25	2,500	ASD	October 24-2
	Lunch	400	-	10,000		
	PM Snack	100	1	2,500		
	Dinner	400	1	6,400		
Day 2	AM Snack	100	1	2,500		
	Lunch	400	1	10,000		
	PM Snack	100	1	2,500		
68	Orientation on the Enl	ancement of	DTS	I		I
Day 1	AM Snack	100	40	4,000	ASD	November 7-
	Lunch	400	1	16,000		
Day 2	PM Snack	100	1	4,000		
	AM Snack	100	1	4,000		
	Lunch	400	1	16,000		
	PM Snack	100	1	4,000		
69	Regular RExeCom	I	I		<u> </u>	1
	AM Snack	100	32	3,200	ORD	

	FRAM	IEWORK A (AGE	GREEMEN ENCY)	NT LIST		
No.	Item / Service Type and nature of each item/service	Cost per item or service	Maximu m Quantity	Total Cost per Item	End User	Expected Date of Implementation
	Lunch PM Snack	400 100	-	12,800 3,200		November 11, 2024
70	Celebrating Gains					
	Breakfast	200	120	10,000	HRD	November 12,
	AM Snack	100	-	12,000	D	2024
	Lunch	350	-	42,000		
	PM Snack	100	-	12,000		
	Dinner	350	-	17,500		
71	GAWAD Cordillera - F	inalization o	f Winners			
	AM Snack	100	35	3,500	HRD	November 21,
	Lunch	350	-	12,250	D	2024
	PM Snack	100	-	3,500		
72	VAWC Kick Off		-			1
	AM Snack	100	120	12,000	HRD	November 25,
	Lunch	350	-	42,000	D	2024
73	ANNUAL PIR for OK	D Programs				
Day 0 (Nov. 26)	Dinner	350	33	6,300	ESS D	November 27- 28, 2024
Day1	Breakfast	200	-	6,600		
	AM Snack	100	-	3,300		
	Lunch	350	-	11,550		
	PM Snack	100	-	3,300		
	Dinner	350	-	11,550		
Day 2	Breakfast	200	-	6,600		
	AM Snack	100	-	3,300		
	Lunch	350		11,550		
74	Quarterly HRDD PIR	1	1			ł
	AM Snack	100	14	1,400	HRD	November 29,
	Lunch	350	1	4,900	D	2024
	PM Snack	100	-	1,400		
75	Convocation		1			•
	AM Snack	100	120	12,000	ORD	December 2, 2024
76	Education Week					
	AM Snack	100	100	10,000	ORD	December 2,
	Lunch	400	1	40,000		2024
	PM Snack	100	1	10,000		

	FRAM	IEWORK A (AGE	GREEME ENCY)	NT LIST					
No.	Item / Service Type and nature of each item/service	Cost per item or service	Maximu m Quantity	Total Cost per Item	End User	Expected Date of Implementation			
77	Salamat-Mabuhay Program								
	AM Snack	100	120	12,000	HRD	December 2,			
	Lunch	350	]	42,000	D	2024			
	PM Snack	100	]	12,000					
78	Education Week Celeb	oration - cond	luct of coor	dination me	eeting				
	Lunch	350	40	14,000	CLM	December 3,			
	PM Snack	100		4,000	D	2024			
79	Awarding Ceremony								
	Breakfast	200	180	12,000	HRD	December 5,			
	AM Snack	100		18,000	D	2024			
	Lunch	350		63,000					
	PM Snack	100		18,000					
	Dinner	350		21,000					
80	Conduct of Science and	d Technology	Fair	•					
Day 0	Dinner	350	70	12,250	CLM	December 5-6,			
Day 1	Breakfast	200		14,000	D	2024			
	AM Snack	100		7,000					
	Lunch	350		24,500					
	PM Snack	100		7,000					
	Dinner	350		24,500					
Day 2	Breakfast	200		14,000					
	AM Snack	100		7,000					
	Lunch	350		24,500					
	PM Snack	100		7,000					
	Dinner	350		12,250					
81	Conduct of Regional M	Iath Fair				1			
Day 0	Dinner	350	10	3,500	CLM	December 5-6,			
Day 1	Breakfast	200	]	2,000	D	2024			
	AM Snack	100	1	1,000					
	Lunch	350	1	3,500					
	PM Snack	100	1	1,000					
	Dinner	350	1	3,500					
Day 2	Breakfast	200	1	2,000					
	AM Snack	100	1	1,000					
	Lunch	350	1	3,500					
	PM Snack	100	1	1,000					

	FRAM	IEWORK A (AGE	GREEMEN ENCY)	NT LIST					
No.	Item / Service Type and nature of each item/service	Cost per item or service	Maximu m Quantity	Total Cost per Item	End User	Expected Date of Implementation			
82	Education Week Celebration - conduct of educators and stakeholders convergence								
	AM Snack	100	150	15,000	CLM	December 6,			
	Lunch	400		60,000	D	2024			
	PM Snack	100		15,000					
83	VAWC Culminating					·			
	AM Snack	100	120	12,000	HRD	December 12,			
	Lunch	350	-	42,000	D	2024			
84	ORD Regular RExeCo	m	1	1		l			
	AM Snack	100	32	3,200	ORD	December 9,			
	Lunch	400	-	12,800		2024			
	PM Snack	100	-	3,200					
85	4th Quarter ASD Professional Dev't Activity cum Performance Review								
	AM Snack	100	38	3,800	ASD	December 13,			
	Lunch	400	-	15,200		2024			
	PM Snack	100	-	3,800					
86	Press Conferences/ Ka	pihan	-			I			
	Lunch	400	35	14,000	ORD	December 13,			
	PM Snack	100	-	3,500	-PAU	2024			
86	Special Rexecom								
	AM Snack	100	60	6,000	ORD	May, July, September,			
	Lunch	400		24,000					
	PM Snack	100	-	6,000		November			
( <b>Appro</b> for the Expecte timefran receipt	me after of a Call-Off.	ework Agree	3,850,95 ement List	50					
	GNATURE OVER		POSITIO	V		PARTMENT/ DIVISION			

# Section VII. Technical Specifications

## Notes for Preparing the Technical Specifications

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

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

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

#### Sample Clause: Equivalency of Standards and Codes

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

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

# **Technical Specifications**

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.

[Use this form for Framework Agreement:]

# **Technical Specifications**

	TECHNICAL SPECIFICATIONS							
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Scope of Work Stateme Compli					
			Comply	Not Comply				
1	17,608	Availability: The selected provider must offer catering services for specific dates as outlined above. Changes or adjustments to dates must be coordinated at least two (2) days prior to the scheduled events in cases of rescheduling or cancellation.						

The provider should be adaptable to <b>quantity</b> <b>adjustments</b> , with notification of at least one (1) day before serving the meals. The provider must ensure the provision of <b>at least</b> <b>three (3)</b> qualified, trained and courteous personnel <b>for every fifty (50) participants.</b> Personnel assigned to serve should increase relative to the number of participants to ensure efficient service delivery. Personnel must wear hairnets and clean, appropriate uniforms to continuously maintain a clean food service area and are capable of decorating the mess hall, setting up tables, and implementing proper table skirting.	
A designated <b>point person</b> from the provider must coordinate with the End User regarding the schedule and requirements of each training program (menu, venue, setup, etc.).	
<ul> <li>Catering Services/Meal Set-Up: <ol> <li>Breakfast: Two main dishes, rice, bread, vegetable salads, choice of hot tea/chocolate or coffee, and fresh fruits.</li> <li>Lunch and Dinner: Three (3) main dishes (choice of chicken, pork, or beef; vegetables &amp; fish/shrimp - at least 100 grams per serving for meat and at least 120 grams per serving for fish), soup, rice, dessert (fruits – in season or salad). For dinner bottled water shall be served.</li> <li>Snacks: Freshly cooked or baked products (at least 200 grams per serving) with refreshments (at least 350 ml) non-carbonated drinks.</li> <li>Free-flowing brewed coffee/hot chocolate and milk/tea, creamer, brown sugar, mineral/purified drinking water without time limitations.</li> <li>Halal food must be provided for Muslim participants. If Halal food is unavailable, a vegetarian meal or seafood, fish, chicken, and beef are recommended.</li> <li>Menu for each activity must be coordinated, accepted, and approved by each PROGRAM OWNER before the event, considering allergies/restrictions.</li> </ol></li></ul>	
<ul> <li>Food Preparation and sanitation:</li> <li>1. The catering provider must adhere to all pertinent regulations (under "Food Establishment" as stipulated in</li> </ul>	

<ul> <li>Presidential Decree No. 856), with a specific emphasis on using fresh meat instead of frozen products.</li> <li>2. The Provider shall guarantee that food is prepared in accordance with sanitation law and shall maintain safe and clean food, equipment, and other facilities in the surrounding areas of the activity.</li> </ul>	
<ul> <li>Packaging:</li> <li>1. The supplier must provide appropriate packaging to prevent damage or deterioration during transit.</li> <li>2. Packaging must withstand rough handling, extreme temperatures, and exposure to salt, precipitation, and open storage.</li> </ul>	
<ul> <li>Serving: <ol> <li>At least one (1) Food Serving Station must be provided for every 50 participants, increasing proportionally.</li> <li>Food service stations must be labeled per type/dish with the following servings <ol> <li>Breakfast, Lunch and Dinner:</li> <li>Main course shall be at least 100 grams per serving for meat and at least 120 grams per serving for fish</li> <li>Snacks: Food shall be at least 200 grams per serving while refreshments are at least 350 ml</li> </ol> </li> </ol></li></ul>	
<ul> <li>Safety: <ol> <li>Safety precautions must be observed and provided at all times.</li> <li>In case of spoilage, the caterer should be amenable to: <ul> <li>a. Replace the spoiled food immediately, or</li> <li>b. The total cost of the spoiled food will be deducted from the total contract price, or</li> <li>c. Outright cancellation of contract, depending on the gravity of the Intervention</li> </ul> </li> <li>In case of food poisoning, <ul> <li>a. There shall be an outright cancellation of contract.</li> <li>b. The caterer shall be outright blacklisted.</li> </ul> </li> </ol></li></ul>	

r	1	1	
	Waste Management The Provider shall manage wet and dry garbage properly and also place covered garbage disposal bins around the training venue. Hauling, transport, and disposal of used utensils, plastic plates, plastic bottles, and other waste materials shall be the Provider's responsibility.		
	<b>Post Event Removal of items/paraphernalia/ etc:</b> The provider must remove all items brought to the premises immediately after the event. Security personnel may inspect wares and equipment before removal.		
	Use of DepEd RO Facilities: Any damage to any of the facilities and equipment of the DepED-CAR RO, directly or indirectly, caused by the external provider's personnel shall be charged to the account of the Provider.		
	<b>Right to Inspect:</b> The Regional Inspectorate Team, together with the End User shall have the right to visit/inspect the business site of the Provider to check for sanitation, food handling, and the like so as to monitor compliance with the agreement.		
	<b>Termination:</b> The DepED-CAR RO reserves the right to terminate the agreement for any reason without judicial action. The provider agrees to abide by the decision of the DepED-CAR RO.		
	<b>Breach or Pre-termination:</b> If the agreement is terminated or canceled by reason of any breach of the terms and conditions committed by the Provider, the Provider shall be liable for any and all damages, actual or consequential resulting from such breach.		
	<b>Penalty:</b> In case the Provider for any reason whatsoever fails to deliver the very satisfactory service expected from them, they will be meted out with corresponding penalties, equivalent to 25% of the Contract price. The DepED-CAR RO shall have the right, power and privilege to cancel the order without need of judicial action and the Provider hereby agrees to abide by the decision of the DepED-CAR RO		
	In the event of, but not limited to, any acts of God, government acts under its police power, war,		

terrorist attack, fire, flood, explosion, civil commotion, and any other cause or causes beyond reasonable control, no party shall be liable to the other party for any delay or non-performance of its obligation.	
Force Majeure: Neither party is liable for delays or non- performance due to unforeseen events beyond reasonable control.	
Other Requirements: The provider's operational area must be within La Trinidad and Baguio City to ensure timely delivery and high-quality meals.	

Name of Company	Signature over Printed Name of	Date
	Duly Authorized Representative	

# Section VIII. Checklist of Technical and Financial Documents

### Notes on the Checklist of Technical and Financial Documents

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

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

### **Checklist of Technical and Financial Documents** I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

#### <u>Legal Documents</u>

(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 <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- (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) <u>and</u> 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) <u>or</u> 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 <u>or</u> 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; <u>and</u>
- (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.

### List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : Business Address							
Name of	Date of	a. Owner's Name	Contract	Date of	Kinds of	Amount of	Value of
Contract	Contract	b. Address c. Telephone Nos.	Duration	Delivery	Goods	Contract	Outstanding Contracts
GOVERNMENT						•	
PRIVATE							

Note:

State all ongoing 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. Statement must be supported by a copy of the following:

1. Notice of Award or Contract

2. Notice to Proceed issued by the owner (in the absence of Notice to Proceed (NTP), execute an affidavit that the bidder asserted all efforts in requesting the NTP. Indicate the circumstances and state the reasons. Attach letter of request as supporting documents).

Submitted by	/:	
		(Printed Name and Signature)
Designation	:	
Date	:	

NOTE: Use another sheet if necessary

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

<b>Business Nam</b>	ne :					
Business Add	ress :					
Name of	Date of	a. Owner's Name	Contract	Date of	Kinds of	Amount of
Contract	Contract	b. Address	Duration	Delivery	Goods	Completed
		c. TelephoneNos.				Contract

Note: This statement shall be supported with:

1. Certificate of End-users Acceptance or Official Receipt/s or Sales Invoice.

Submitted by	:	
		(Printed Name and Signature)
Designation	:	
Date	:	

#### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

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

#### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that: 1. [Select one, delete the other:]

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

[*If a partnership, corporation, cooperative, or joint venture:*] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder]; 2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, <u>by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;</u>
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee

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

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Philippines.

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

[Jurat]

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

nau de sudmitted with the Bid

#### **BID FORM**

Date : \_\_\_\_\_ Project Identification No. : \_\_\_\_\_

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

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

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

Name and address Amount and Purpose of of agentCurrencyCommission or gratuity

(if none, state "None") ]

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

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

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

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

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

Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

REPUBLIC OF THE PHILIPPINES) CITY OF \_\_\_\_\_\_) S.S.

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

To: [Insert name and address of the Procuring Entity] I/We, the undersigned, declare that:

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

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

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

#### [Jurat]

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

#### Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

### For Goods Offered from Within the Philippines

Name of Bidder			Project ID No			Pageof			
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8 )	Total Price delivered Final Destination (col 9) x (col 4)

Name: \_\_\_\_\_

Legal	Capacity:	
Legar	Capacity.	

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

