

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 2025

DEPED-CAR RO – CB 2025-03-003

**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.

Section I. Invitation to Bid

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 2025**

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 2025 Government Appropriations Act (GAA) Fund* intends to apply the sum of *Three Million Eight Hundred Sixty Three Thousand Nine Hundred Pesos Only (P 3,863,900.00)*, with identification number *DepEd-CAR RO CB 2025-03-003* 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 2025*. Delivery of the Goods is required within *CY 2025*. 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 non-discretionary “*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 *April 1, 2025* 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 4,000.00*. 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 Conference¹** on **April 8, 2025 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 9:00 AM of April 22, 2025. 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 22, 2025 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. Magalalit, 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 31, 2025

MAKSIM A. BOTILAS
BAC Vice-chairperson

¹ 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.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *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 2025*, with identification number *DepEd-CAR RO CB 2025-03-003*.

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 2025* in the amount of *Three Million Eight Hundred Sixty Three Thousand Nine Hundred Pesos Only (P 3,863,900.00)*

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 or 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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

12.2. **For Framework Agreement, the following should also apply in addition to Clause 12.1:**

- a. **For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.**
- 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 Declaration² 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. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security, 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**.

² 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, 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.

Bid Data Sheet

ITB Clause																												
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. Contracts related to the Provision of Catering Services. b. completed within Five (5) Years prior to the deadline for the submission and receipt of bids. 																											
7.1	The Procuring Entity has prescribed that: Subcontracting is not allowed.																											
12	The price of the Goods shall be quoted DDP <i>DepEd-CAR RO, Wangal, La Trinidad, Benguet</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.																											
14.1	The bid security shall be in the form of a Bid Securing Declaration , or any of the following forms and amounts: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 5%;">Item No.</th> <th style="width: 35%;">Item/Description/Project Title</th> <th style="width: 20%;">Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)</th> <th style="width: 20%;">Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)</th> <th style="width: 20%;">Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td><i>Catering Services for the Conduct of Various Programs, Projects, and Activities of Deped-CAR Regional Office for FY 2025</i></td> <td style="text-align: center;">77,278.00</td> <td style="text-align: center;">193,195.00</td> <td style="text-align: center;">Please see Section VIII</td> </tr> </tbody> </table> <p>Note: The Bid Security in the form of Cashier's/manager's check shall be payable to DepEd-CAR Regional Office – Cash Section</p>					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	<i>Catering Services for the Conduct of Various Programs, Projects, and Activities of Deped-CAR Regional Office for FY 2025</i>	77,278.00	193,195.00	Please see Section VIII													
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19.3	The Project will be awarded by lot/s. The NFCC computation, if applicable, must be sufficient for all the lot/s or contract/s to be awarded to the Bidder: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 35%;">Item Description</th> <th style="width: 10%;">Unit Description</th> <th style="width: 15%;">Quantity/No. of Pax</th> <th style="width: 35%;">ABC</th> </tr> </thead> <tbody> <tr> <td rowspan="5" style="text-align: center;">1</td> <td rowspan="5" style="text-align: center;"><i>Catering Services for the Conduct of Various Programs, Projects, and Activities (PPAs) of Deped-CAR</i></td> <td rowspan="5" style="text-align: center;"><i>Lot</i></td> <td><i>Breakfast</i></td> <td style="text-align: center;">1,595</td> </tr> <tr> <td><i>AM Snack</i></td> <td style="text-align: center;">5,826</td> </tr> <tr> <td><i>Lunch</i></td> <td style="text-align: center;">4,746</td> </tr> <tr> <td><i>PM Snack</i></td> <td style="text-align: center;">3,971</td> </tr> <tr> <td><i>Dinner</i></td> <td style="text-align: center;">1,667</td> </tr> <tr> <td colspan="3"></td> <td colspan="2" style="text-align: center;">3,863,900.00</td> </tr> </tbody> </table>					No.	Item Description	Unit Description	Quantity/No. of Pax	ABC	1	<i>Catering Services for the Conduct of Various Programs, Projects, and Activities (PPAs) of Deped-CAR</i>	<i>Lot</i>	<i>Breakfast</i>	1,595	<i>AM Snack</i>	5,826	<i>Lunch</i>	4,746	<i>PM Snack</i>	3,971	<i>Dinner</i>	1,667				3,863,900.00	
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		<i>Regional Office under Single-Year Framework Agreement for CY 2025</i>				
20.2	<p>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 LCB, the Bidder shall submit copies of the following requirements:</p> <ol style="list-style-type: none"> 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 2. License to Operate (LTO) as Applicable 3. 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) <p><i>NOTE: 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.</i></p>					
21.2	<p>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</p> <p><i>No Further Instructions</i></p>					

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	
	<p>Delivery and Documents:</p> <p>Provision of Catering Services shall be made by the Supplier in accordance with the terms and conditions specified in Section VI. Schedule of Requirements.</p> <p>Where there is an increase or decrease in the number of participants, the End-user shall inform the Supplier two (2) days before serving the meals.</p> <p>Delivery/project site shall be the DepEd-CAR Regional Office, Wangal, La Trinidad, Benguet, within La Trinidad, Benguet and Baguio City</p> <p>Delivery time of the food to be served as follows:</p> <p>Breakfast – not later than 7:00 a.m.</p> <p>AM Snacks - not later than 9:30 a.m.</p> <p>Lunch - not later than 11:30 a.m.</p> <p>PM Snacks - not later than 2:30 p.m.</p> <p>Dinner- not later than 6:00 p.m.</p> <p>or as requested by the program owner/end user</p> <p>The Catering Services Provider shall submit a complete menu (variety of dishes to include main dishes, vegetables, snacks, desserts, salads, pastries, etc. which are economical, nutritious, tasty and safe) 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.</p> <p>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:</p> <p style="text-align: center;">Delivery Receipt</p> <p>a. For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: End User/In-charge of Each PPAs</p>

	<p>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.</p> <p>The Procuring Entity shall not be liable for the damage or spoilage of food and tools/equipment during transit.</p> <p>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.</p>
	<p style="text-align: center;">TERMS & CONDITIONS OF CONTRACT OF SERVICE:</p> <p>A. The Supplier shall provide utensils, equipment and materials necessary for serving the foods required under the Contract.</p> <p>B. The Supplier shall ensure that all the utensils, glasses, tools and equipment are clean and sterile.</p> <p>C. The Supplier shall ensure that its personnel are equipped with basic personal protective equipment (PPE) such as uniforms or aprons, headdresses, masks, and gloves during catering services.</p> <p>D. Any excess/leftover food of the catering services shall be turned over to the End User at the end of each meal.</p> <p>E. 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.</p> <p>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.</p> <p>G. Any health issues arising from the contamination or spoilage of food, condiments, or drinks served by the Catering Services Provider shall be the sole liability of the Catering Services Provider</p> <p>H. Any loss or damage to property of DepEd-CAR RO incurred by the service provider either through negligence or otherwise, shall be replaced or repaired by the catering service provider without prejudice to the right of the Procuring Entity to institute any action/s for any damages resulting therefrom.</p>
2.2	<p>The terms of payment shall be as follows:</p> <p>Payment maybe done after completion of every call off. The Supplier is responsible for sending a billing statement with complete supporting documents to the Procuring Entity for processing of payment.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>a. Any or all of the following may be done:</p>

	<ul style="list-style-type: none">i. Food tasting on sampling basis to determine quality of food to be served;ii. Ocular inspection at the food preparation area to ensure adherence to basic food safety;iii. If necessary, random food weighing to determine quantity and completeness of food delivered in accordance with the approved menu, prior to serving;iv. Observation before, during and/or after the scheduled PPAs to check quality of service given by the Supplier. <p>b. Survey among participants to determine level of satisfaction on the service provided by the Supplier.</p>
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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.

<i>No.</i>	<i>Item Description</i>	<i>Unit Description</i>	<i>Quantity/No. of Pax</i>		Delivered, Weeks/Months
<i>1</i>	<i>Catering Services for the Conduct of Various Programs, Projects, and Activities (PPAs) of Deped-CAR Regional Office under Single-Year Framework Agreement for CY 2025</i>	<i>Lot</i>	<i>Breakfast</i>	<i>1,595</i>	Within specific date/time indicated in the Call-off for CY 2025
			<i>AM Snack</i>	<i>5,826</i>	
			<i>Lunch</i>	<i>4,746</i>	
			<i>PM Snack</i>	<i>3,971</i>	
			<i>Dinner</i>	<i>1,667</i>	

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.

FRAMEWORK AGREEMENT LIST (DEPED-CAR REGIONAL OFFICE)				
<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>		<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
<i>Catering Services for the Conduct of Various Programs, Projects, and Activities (PPAs) of Deped-CAR Regional Office under Single-Year Framework Agreement for CY 2025</i>	<i>Breakfast</i>	<i>200.00</i>	<i>1,595</i>	<i>319,000.00</i>
	<i>AM Snack</i>	<i>100.00</i>	<i>5,826</i>	<i>582,600.00</i>
	<i>Lunch</i>	<i>400.00</i>	<i>4,746</i>	<i>1,898,400.00</i>
	<i>PM Snack</i>	<i>100.00</i>	<i>3,971</i>	<i>397,100.00</i>
	<i>Dinner</i>	<i>400.00</i>	<i>1,667</i>	<i>666,800.00</i>
<i>TOTAL (Approved Budget for the Contract)</i>				<i>3,863,900.00</i>
<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>As stated in the issuance of Call-off.</i>			
<i>Remarks</i>	<i>As stated in the Notice to Execute Framework Agreement</i>			
<i>SIGNATURE OVER PRINTED NAME</i>	<i>POSITION</i>		<i>DEPARTMENT/DIVISION</i>	

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
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.]</i></p>

Technical Specifications

1. Specifications of Menu

<i>TECHNICAL SPECIFICATIONS</i>				
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications of Menu</i>	<i>Statement of Compliance</i>	
			<i>Comply</i>	<i>Not Comply</i>
	<i>Breakfast:</i> 1,595 <i>AM Snack:</i> 5,826 <i>Lunch:</i> 4,746 <i>PM Snack:</i> 3,971 <i>Dinner:</i> 1,667	<p>Menu:</p> <p>Suggested minimum quantity and quality of foods to be served per meal:</p> <p>1. Breakfast:</p> <p>i. Two main dishes (choice of chicken, pork, beef, fish) - minimum of 2 slices of meat, 1 pc chicken leg, or 1 medium sized fish per serving</p> <p>ii. Vegetable – minimum of ½ cup cooked vegetable per serving</p> <p>iii. Fruits in season or any desserts – preferably 1 medium sized fruit in season, or ¼ cup salads or desserts</p> <p>iv. Rice - minimum of 1 cup of rice per serving</p> <p>v. Beverage (choice of hot tea, chocolate or coffee)</p> <p>vi. Other rice alternatives: bread</p> <p>2. Lunch and Dinner:</p> <p>i. Soup</p> <p>ii. Two main dishes (choice of chicken, pork, beef, fish) - minimum of 2 slices of meat, 1 pc chicken leg, or 1 medium sized fish per serving</p> <p>iii. Vegetable – minimum of ½ cup cooked vegetable per serving</p> <p>iv. Fruits in season or any desserts – preferably 1 medium sized fruit in season, 1/4 cup salads or desserts</p>		

		<p>v. Rice - minimum of 1 cup of rice per serving</p> <p>vi. Beverage – minimum of 150 ml for juices while 300 ml for bottled water</p> <p>3. Snacks:</p> <p>i. Local and freshly cooked or baked products – serving size varies, depending on the type of snacks to be served</p> <p>ii. Beverage – choice of fresh fruits juices (kalamansi, buko, lemon etc) or bottled water. Minimum of 150 ml for juices, while 300 ml for bottled water</p> <p>4. Free-flowing brewed coffee and/or hot chocolate or tea. With creamer, brown sugar, and water station</p> <p>5. Use fresh and lean meat, natural herbs and spices</p> <p>6. Limit use of highly processed and frozen foods, meat extenders, salt, sugar, artificial seasonings</p> <p>7. The use of foods rich in saturated and trans fatty acids, such as lard, animal fat, margarine, and commercially baked breads with extended shelf life, is prohibited.</p> <p>8. No serving of carbonated drinks</p> <p>9. Halal food must be provided for Muslim participants.</p> <p>10. Menu for each call off must be coordinated, accepted, and approved by each PROGRAM OWNER before the event, considering allergies/restrictions.</p>		
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2. Availability:

The winning bidder must offer catering services based on the call offs.

The service provider must ensure the provision of **at least three (3)** qualified, trained and courteous personnel **for every fifty (50) participants**. Personnel assigned to serve should increase relative to the number of participants to ensure efficient service delivery.

Food handlers must wear hairnets, clean and appropriate uniforms.

Food handlers must be able to perform the following:

- decorate the mess hall,
- set up tables, and table skirting.

A designated **point person** from the provider must coordinate with the End User regarding the schedule and requirements of each call off.

3. Packaging:

The supplier must provide appropriate packaging to prevent damage or deterioration during transit.

Packaging must withstand rough handling, extreme temperatures, and exposure to salt, precipitation, and open storage.

4. Serving:

At least **one (1) Food Serving Station** must be provided **for every 50 participants**, increasing proportionally.

Usage of Plastic/paper cups, spoons, fork and/or sfork is highly discouraged.

Food service stations must be labeled per type/dish with the following servings:

Breakfast, Lunch, and Dinner: Main course shall be at least 100 grams per serving for meat and at least 120 grams per serving for fish. **Snacks:** Food shall be at least 200 grams per serving while refreshments are at least 350 ml

5. Food Safety, Sanitation and Quality Control

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

All food preparation by the winning bidder to be served shall be subject to inspection by the DepEd- CAR RO or its authorized representative to ensure food safety and quality control.

The winning bidder shall be responsible for the monitoring, handling and proper disposal and hauling of all waste products and shall be done AT SOURCE. The winning bidder shall have its own containers/trash cans or bins with lids and shall provide the proper labeling of waste materials and segregate them as follows:

- A. Biodegradable (composting)
 - Food waste (left over food including fruit and vegetable peelings)
- B. Non-biodegradable (recyclables)
 - Aluminum cans, pet bottles, tetra packs, and any metal products
- C. Paper
 - Wet paper
 - Dry paper

Note: Use of "single use" plastic and Styrofoam package containers shall not be allowed

6. Monitoring and Clearance

A regular inspection to ensure the winning bidders' compliance with the foregoing provisions shall be conducted by the DepEd-CAR RO. The winning bidder assumes full and exclusive responsibility for the quality, safety and fitness for human consumption of all food items served at the function.

The winning bidder shall permit inspection by appropriate government agencies such as the City Municipal Health Office, Bureau of Fire Protection or BIR, as may be required.

The DepEd- CAR RO shall conduct surveys to determine the winning bidders' performance rating.

The winning bidder is expected to strictly follow the herein Terms of Reference and Scope of Services, and shall be liable for any violation or infraction of the same, including those committed by its staff. Penalties shall be meted as follows:

FIRST OFFENSE:

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

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

THIRD OFFENSE: Termination of Contract

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

- (a) Failure to provide the food requirements for the subject activity of the Call-off;
- (b) Improper handling and disposal of waste products by the firm and/or their personnel;
- (c) Non-submission or non-compliance with the approved menu for the function/event/activity, unless a request to deviate from the same has been applied for and approved by DepEd-CAR RO;
- (d) Failure to pay for the salaries, wages, allowances, overtime, compensation and benefits as may be required by law of all its personnel and staff;
- (e) Unhygienic and/or improper food handling and services

It is agreed and understood that any incidence of food poisoning, for the first offense, shall be a ground for the termination of the contract.

7. Post Event Removal of items/paraphernalia/ etc:

The provider must remove all items brought to the premises immediately after the event. Security personnel may inspect wares and equipment before removal.

8. Use of DepEd RO Facilities:

Upon expiration of the contract, the winning bidder shall orderly turn-over the premises and all fixtures provided by the DepEd- CAR Regional Office in its usable and good condition. DepEd-CAR RO shall then issue clearance releasing the winning bidders from any accountability.

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.

9. Right to Inspect:

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.

10. Termination:

The agency may terminate the Frame work agreement Pursuant to the grounds and procedures as provided by the provisions of RA 9184 and its IRR.

11. Force Majeure:

Neither party is liable for delays or non-performance due to unforeseen events beyond reasonable control.

12. Other Requirements:

The provider's operational area must be within La Trinidad and Baguio City to ensure timely delivery and high-quality meals.

STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Special Conditions of Contract, Schedule of Requirements, Framework Agreement List and Technical Specifications, for the Project: *Catering Services for the Conduct of Various Programs, Projects, and Activities (PPAs) of Deped-CAR Regional Office under Single Year Framework Agreement for CY 2025*

Name and Signature of Bidder's 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

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (k) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) 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 Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Contract	Value of 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

Business Name : _____

Business Address : _____

Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Completed 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)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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

BID FORM

Date : _____
 Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state “None”) /

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Project Identification No. _____

Eligibility Form

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY

(Please show computation)

This is to certify that our Net Financial Contracting Capacity (NFCC) is Philippine Pesos _____ (P= _____) which is at least equal to the total ceiling price of the services we are bidding. The amount is computed as follows:

Particulars	Amount
Current Assets	
Less Current Liabilities	
Balance	
Multiplied by 15	15
Product	
Less on going (C)	
NFCC	

Where:

C = value of all outstanding or uncompleted portions of contracts/projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

This _____ day of _____, 20_____.

(Company Authorized Representative)

NAME :
DESIGNATION

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

