

PHILIPPINE BIDDING DOCUMENTS

Procurement of Catering Services for FY 2025 Through a Single-Year Framework Agreement

Delivery Site: Pagadian City

Government of the Republic of the Philippines



**Department of Education
REGIONAL OFFICE IX, ZAMBOANGA PENINSULA
Pagadian City**

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations.....	4
Section I. Invitation to Bid	7
Section II. Instructions to Bidders.....	11
1. Scope of Bid	12
2. Funding Information	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5. Eligible Bidders	12
6. Origin of Goods	13
7. Subcontracts	13
8. Pre-Bid Conference.....	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components.....	13
11. Documents comprising the Bid: Financial Component.....	14
12. Bid Prices	14
13. Bid and Payment Currencies.....	15
14. Bid Security	15
15. Sealing and Marking of Bids	16
16. Deadline for Submission of Bids	16
17. Opening and Preliminary Examination of Bids	16
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids.....	16
20. Post-Qualification	17
21. Signing of the Contract	17
Section III. Bid Data Sheet.....	19
Section IV. General Conditions of Contract	22
1. Scope of Contract.....	23
2. Advance Payment and Terms of Payment.....	23
3. Performance Security.....	23
4. Inspection and Tests.....	23
5. Warranty	24
6. Liability of the Supplier	24
Section V. Special Conditions of Contract	25
Section VI. Schedule of Requirements	29
Section VII. Technical Specifications.....	31
Section VIII. Checklist of Technical and Financial Documents.....	39

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
REGIONAL OFFICE IX, ZAMBOANGA PENINSULA

INVITATION TO BID FOR

Procurement of Catering Services for FY 2025 Through a Single-Year Framework Agreement

1. The Department of Education Region -IX, using a single-year Framework Agreement, through the FY 2025 National Expenditure Program intends to apply the sum of **Seven Million Five Hundred Thousand Pesos (Php 7,500,000.00)** being the total Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Catering Services for FY 2025 Through a Single-Year Framework Agreement with Project Identification Number 2025-08-249**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item No.	MEAL PACKAGE		Quantity (Pax)	Cost/pax/day
1	Breakfast	Fruits	5,500	200.00
		Main Course (no pork) – at least 2 dishes of beef/chicken/fish and 1 variant of vegetable		
		Rice		
		Beverage (Brewed coffee/tea/choco)		
2	AM/ PM Snacks	Snacks with one round of labelled beverage	15,000	100.00
3	Lunch/ Dinner	Soup/Salad	14,000	350.00
		Main Course (no pork) – at least 2 dishes of beef/chicken/fish and 1 variant of vegetable		
		Rice		
		Dessert/Fruit		
		One round of labelled beverage		

* Free-flowing brewed coffee, choco for the entire duration of all scheduled activities

** Provision of viand options for participants with allergies or dietary restrictions

2. The Department of Education Region -IX now invites bids for the Procurement of Catering Services for the Third Semester of FY 2025 under a Single-Year Framework Agreement. Contract duration will start upon receipt of the Notice to Proceed by the Service Provider and until December 31, 2025.

Prospective bidder should have completed, within a period of **three (3) years** immediately preceding the deadline for submission of bids, a Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority's (PSA's) Consumer Price Index (CPI), must be at least twenty-five percent (25%) of the ABC of the lot bid for.

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from Department of Education Region IX and inspect the Bidding Documents at the address given below during Monday to Friday 8:00am to 5:00pm.
5. For those who are interested to purchase the Bidding Documents, two (2) options are made available, to wit:
 - a. A complete set of Bidding Documents may be acquired by interested Bidders from the BAC Office, DepEd RO IX, President Corazon C. Aquino, Regional Government Center, Balintawak, Pagadian City, upon accomplishing a bidder's information sheet and payment of a non-refundable fee in the amount of **Php 10,000.00** for the Bidding Documents to the DepEd RO IX Cashier.

Payment in checks should be made payable to **DepEd RO IX Trust PVB Acct# 280000070.**

- b. Interested Bidders may signify their intent to purchase the Bidding Documents through email at region9.bac@deped.gov.ph. Upon receipt of the bidder's information sheet, the BAC Secretariat will send through email the details of the DepEd RO IX Trust Fund Account for payment. Upon payment, bidders may send through email the proof of payment before the deadline for submission of bids. Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the Bidding Documents.

6. The Department of Education Region -IX will hold a Pre-Bid Conference at **2:00 pm August 28, 2025** at the *Conference Hall, DepEd RO IX, President Corazon C. Aquino, Regional Government Center, Balintawak, Pagadian City*, and/or through video conferencing or webcasting via Teams, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **1:30 pm September 9, 2025**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be at **2:00 pm September 9, 2025** at the *Conference Hall, DepEd RO IX, President Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City* and/or through video conferencing or webcasting via Teams. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Only two (2) representatives per bidder will be allowed to enter the venue.

For the purpose of constituting a quorum, both the physical and virtual presence of the BAC members shall be considered pursuant to GPPB Resolution No. 09-2020.
10. Bidders are requested to submit (3) three additional hard copies of their bid as allowed in ITB Clause 15.
11. The Department of Education Region -IX 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.
12. For further information, please refer to:

JERRY M. IJIRANI

BAC Secretariat

*DepEd RO IX, President Corazon C. Aquino Regional Government Center,
Balintawak, Pagadian City*

Email: (region9.bac@deped.gov.ph)

Website: www.depedro9.info; www.ro9-deped.com

Date of Issuance of Bidding Documents: *August 20, 2025*

DR. GREGORIO CYRUS R. ELEJORDE, CESO V

Assistant Regional Director

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, Department of Education Region -IX wishes to receive Bids for the Procurement of Catering Services for FY 2025 Through a Single-Year Framework Agreement with identification number 2025-08-249.

The Procurement Project (referred to herein as “Project”) is composed of 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 in the amount of Seven Million Five Hundred Thousand Pesos (Php 7,500,000.00).
- 2.2. The source of funding is:
 - a. NGA, the General Appropriations Act.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - 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:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address the *Conference Hall, DepEd RO IX, President Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City* as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in the **BDS**.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in the **BDS**.

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

a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until 120 calendar days from the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

- 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 copy of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
 - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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 one (1) Framework Agreement to cover ALL items in the Framework Agreement List that may be awarded as separate Call-Off Contracts, if and when option is exercised by DepEd IX.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for fina
- 20.2.
- 20.3. 1 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.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Catering Services.</i> b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
9	<p>Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>The Procuring Entity's address is:</p> <p><u>DR. GREGORIO CYRUS R. ELEJORDE, CESO V</u> Chairperson, Bids and Awards Committee C/O BAC Secretariat DepEd RO IX, President Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City Email: (region9.bac@deped.gov.ph)</p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity's website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</p>
12	<p>The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p><i>Results of bid evaluation that will exceed the ABC shall be a ground for rejection of the bid(s).</i></p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than 5% of ABC if bid security is in Surety Bond.
15	<p>Prospective bidders shall enclose their original eligibility and technical documents in a sealed envelope marked as "ORIGINAL – TECHNICAL PROPOSAL." Copies thereof shall be similarly sealed in envelopes marked as "COPY NO. 1 – TECHNICAL PROPOSAL", "COPY NO. 2 – TECHNICAL PROPOSAL" and "COPY NO. 3 – TECHNICAL PROPOSAL." On the other hand, the original of their financial documents shall be enclosed in another sealed</p>

	<p>envelope marked as “ORIGINAL – FINANCIAL PROPOSAL.” Copies thereof shall be similarly sealed in envelopes marked as “COPY NO. 1 – FINANCIAL PROPOSAL”, “COPY NO. 2 – FINANCIAL PROPOSAL” and “COPY NO. 3 – FINANCIAL PROPOSAL.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. Further, the envelopes marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” shall be enclosed and/or sealed in an outer envelope”.</p> <p>The Procuring Entity requests four (4) paper copies [one (1) original and three (3) certified duplicates (with fresh signatures)] of the bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.</p> <p>Unsealed or unmarked bid envelopes, shall be rejected. However, bid envelopes that are not properly sealed and marked as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p> <p>Online submission of bids is not allowed.</p>
19.3	Procurement of Catering Services for the Third Semester of FY 2025 under a Single-Year Framework Agreement in the amount of Five Million Five Thousand Pesos (Php 5,005,000.00)
20.1	<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 Lowest Calculated Bid (LCB), the Bidder shall submit the following:</p> <ol style="list-style-type: none"> a. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS). b. Sanitary Permit ensuring compliance with health regulations for food establishments. c. Health Certificates of all personnel involved in food preparation, handling and service to guarantee compliance with the Food Safety Act of 2013 Failure to provide complete and updated sanitary permits and health certificates may lead to disqualification due to non-compliance with food safety standards, posing potential risks to consumers and operational integrity.
21.2	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**.
- 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. *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 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>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable under this Contract shall be DDP (Duties Delivered Paid) in accordance with INCOTERMS. Risk and title to the goods shall pass from the Supplier to DepEd RO IX upon receipt and final acceptance of the goods at the designated delivery site (NEAP R-IX/CONFERENCE HALL).</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the Inspectorate Team for Catering/Training/Board and Lodging and accepted by the End-User.</p> <p>The Contract Price for the goods shall include the prices charged by the Supplier for incidental services which shall not exceed the prevailing rates charged to other parties.</p> <p>In case the Supplier encounters conditions impeding timely delivery of the goods, it must promptly notify DepEd RO IX in writing within five (5) calendar days from notice of such conditions, and any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. The Supplier must provide sufficient proof to support any request for work suspension and/or contract period extension.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly</p>

provided, including additional requirements, if any, specified below, and in any subsequent instructions ordered by DepEd RO IX.

Packed in Biodegradable Materials with markings: Breakfast, Lunch and Dinner or Snack.

Incidental Services –

Performance or supervision of on-site assembly and/or start-up of the supplied goods.

Furnishing of tools required for assembly and/or maintenance of the supplied goods.

Furnishing of adequate manpower required to ensure the efficient delivery of services.

Performance, training and/or supervision of personnel (cooks, waiters and helpers) for a period of time agreed by the parties, provided that this service shall now relieve any warranty obligations.

Dining operation, kitchen and dining hall cleanliness, maintenance, related to the supplied goods or services.

Preparation of detailed menu prepared by a licensed nutritionist/dietitian assigned to the project.

Transportation –

Transport of the goods shall be arranged by the Supplier, and related costs shall be included in the contract price.

DepEd RO IX accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to DepEd RO IX until its receipt and final acceptance at the final destination, through its authorized receiving personnel.

Intellectual Property Rights –

The Supplier shall indemnify DepEd RO IX against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof.

2.2

Schedule of Payment

The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the project Site and upon submission of documents under this contract shall be as follows:

The Supplier may submit a request for payment based on progress reports which shall be attached to the progress billing and include the following:

1. Actual quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract;
2. duly signed Delivery Receipts;
3. duly signed Inspection and Acceptance Reports, including certification by Supplier, as approved by the duly authorized DepEd RO IX representative, that the goods have been delivered and/or properly installed and commissioned in accordance with the contract;
4. Sales Invoice;
5. Warranty Certificate;
6. Bank Certificate with a valid account number for LDDAP;
7. Request for Payment; and
8. Other documentary requirements as may be required under existing accounting and auditing rules and regulations and other issuances.

As per Approve Call-Off

Based on actual number of participants guaranteed for each "Call-Off" multiplied by the unit cost per set of menu ordered.

Full payment is based on actual number of participants guaranteed for each "Call-off" multiplied by the unit cost per set of menu ordered

4	<i>No further instructions</i>
---	--------------------------------

Section VI. Schedule of Requirements

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

Item No.	Description	Framework Agreement List	Lot/Serving	Contract Period
1	Breakfast	a. Fruits	Served per piece or cut or saucer/ small bowl	Shall commence upon receipt of the Notice to Proceed (NTP) by the Service Provider and shall remain in effect until December 31, 2025, or until the total maximum quantity specified in the Framework Agreement has been fully consumed. (In the event that the remaining quantity is insufficient to cover the requirements of one (1) full activity, such remaining quantity shall be deemed unusable and the Framework Agreement shall be considered completed, whichever comes first.)
		b. Main Course (no pork) – at least 2 dishes of beef/chicken/fish and 1 variant of vegetable	With estimated 100 grams edible portion per serving/viand	
		c. Rice	Equivalent to at least one cup or an estimated 200 grams per head	
		d. Beverage (Coffee/tea/choco)	Served in glasses	
2	AM/PM Snacks	Snacks with one round of labelled beverage	Choice of snacks	
3	Lunch/ Dinner	a. Soup/Salad	Served in a bowl with estimated 200 ml per serving	Shall commence upon receipt of the Notice to Proceed (NTP) by the Service Provider and shall remain in effect until December 31, 2025, or until the total maximum quantity specified in the Framework Agreement has been fully consumed. (In the event that the remaining quantity is insufficient to cover the requirements of one (1) full activity, such remaining quantity shall be deemed unusable and the Framework Agreement shall be considered completed, whichever comes first.)
		b. Main Course (no pork) – at least 2 dishes of beef/chicken/fish and 1 variant of vegetable	With estimated 100 grams edible portion per serving/viand	
		c. Rice	Equivalent to at least one cup or an estimated 200 grams per head	
		d. Fruit or Dessert	Served per piece or cut or saucer/ small bowl	
		e. One round of juice or soda	Served in glasses	
<p>* Free-flowing brewed coffee, choco for the entire duration of all scheduled activities ** Provision of viand options for participants with allergies or dietary restrictions</p>				

B. Contract Period

Shall commence upon receipt of the Notice to Proceed (NTP) by the Service Provider and shall remain in effect until December 31, 2025, or until the total maximum quantity specified in the Framework Agreement has been fully consumed. (In the event that the remaining quantity is insufficient to cover the requirements of one (1) full activity, such remaining quantity shall be deemed unusable and the Framework Agreement shall be considered completed, whichever comes first.)

C. Delivery Sites

Goods shall be delivered and inspected at the **NEAP RIX/CONFERENCE HALL**, Department of Education, Regional Office IX, Pagadian City. The procuring entity **may execute Call-Offs** requiring delivery to multiple destinations or performance at multiple locations.

Statement of Compliance

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

Name and Signature of Bidder's Authorized Representative

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. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Detailed Technical Specification

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

Item No.	MEAL PACKAGE		Quantity (Pax)	Cost/pax/day	Bidder's Actual Offer
1	Breakfast	a. Fruits	5,500	200.00	
		b. Main Course (no pork) – at least 2 dishes of beef/chicken/fish and 1 variant of vegetable			
		c. Rice			
		d. Beverage (Coffee/tea/choco)			
2	AM Snacks	Snacks with one round of labelled beverage	15,000	100.00	
3	Lunch/ Dinner	a. Soup/Salad	14,000	350.00	
		b. Main Course (no pork) – at least 2 dishes of beef/chicken/fish and 1 variant of vegetable			
		c. Rice			
		d. Fruit or Dessert			
		e. One round of juice or soda			
* Free-flowing brewed coffee, choco for the entire duration of all scheduled activities					
** Provision of viand options for participants with allergies or dietary restrictions					

B. CALL – OFF TERMS AND CONDITIONS

I. Issuance of Call-Off

1. **A telephone call, fax transmission, or hard copy of the CALL-OFF notice shall constitute an official notice to the Supplier.**
2. Supplier shall be responsible for the source(s) of its Goods/equipment and shall deliver the services in accordance with the schedule, and specifications of the award or contract. Failure of the supplier to comply with this provision shall be ground for cancellation of the award or purchase order issued to the supplier.
3. **ALL PRICES ARE FIXED, VALID, AND BINDING BASED ON THE APPROVED FRAMEWORK AGREEMENT.**
4. No other cost shall be authorized unless otherwise specified in the Framework Agreement.
5. In case of postponement or cancellation of scheduled activity, the procuring entity shall inform the supplier/service provider at least three (3) days prior to original schedule indicated in the Call-Off, **without incurring any obligation.**

II. Inspection and Test

1. The procuring entity through its authorized personnel, reserves the right to conduct **unannounced and random inspections** of the SECOND PARTY's facilities and operations to ensure compliance with food safety, hygiene, and quality standards. These inspections may include, but are not limited to, the following:
 - Food preparation areas, kitchens, and commissaries
 - Utensils, containers, and other food-handling equipment
 - Food storage areas and waste management facilities
 - Delivered meals/products during actual events
 - Sanitary permits and health clearances of food handlers
2. The Procuring Entity reserves the right to inspect the premises of the Supplier to ensure that all food is prepared under the most hygienic and sanitary conditions, in compliance with applicable health and safety regulations.
3. The Procuring Entity may, at its discretion, require laboratory tests on any food item(s) as necessary. All testing costs shall be borne by the Supplier.
4. The Supplier shall present valid Sanitary Permits for the food establishment and Health Certificates or regulatory permits of all food handlers upon request by DepEd RO IX for monitoring and compliance purposes.

III. Delivery of Services

1. The procuring entity shall guarantee the number of participants indicated in the Call-Off. If the actual number of participants is less than the guaranteed number of participants, the Procuring Entity shall confirm the actual number of participants at least three (3) days before

the scheduled activity. However, if participants exceed the guaranteed number, billing shall be made based on actual attendees.

2. The supplier/service provider shall ensure that the quality of food and service levels are maintained at all times. Compliance with the Food and Safety Act of 2013 and FDA Advisory No.2015-066 shall be monitored by the procuring entity.

3. The supplier shall provide aside from food, all kitchen tools and equipment, cooking utensils, dining wares, food containers, and other supplies and materials required to deliver the services.

4. The supplier shall deploy its personnel as adequately required to carry out the services. The supplier shall be responsible to comply with labor and employment standards, and shall have full control and discipline of its personnel. The supplier shall ensure that their personnel are well trained, physical and mentally qualified and fit to work. Copies of personnel profile, NBI Clearance and Health Certificates shall be submitted to DepEd RO IX for security reasons one week after the signing of Framework Agreement and prior to deployment. Service personnel shall be subject to searches when they leave the premises, as required.

5. Supplier shall guarantee his deliveries to be free from defects. Any defective item(s) / product(s), therefore that may be discovered by the procuring entity within the contract period, shall be immediately replaced by the supplier upon verbal notice to that affect.

6. The supplier shall not be allowed to change the selected menu in the Call-Off. For reasons of non-availability of raw materials, the Caterer may be allowed to change the menu selection provided prior notice of at least 3 days and approval of the procuring entity.

7. The supplier shall maintain the cleanliness and orderliness of areas during the event. Waste segregation shall be observed by the supplier and proper disposal of organic and inorganic materials.

8. The supplier shall assume full responsibility for damages/illnesses suffered by guest attributed to food that was served. The procuring entity shall investigate on problems resulting from food spoilages, wastage and similar incidents.

9. Unconsumed safe food items shall be surrendered to the Procuring Entity in-charge, provided "Left-over Food Waiver Form" will be prepared by the supplier and signed by the PE.

IV. Other Conditions

1. Supplier who accepted a contract with DepEd RO IX but failed to deliver the required goods or services within the time called for in the contract shall be blacklisted in accordance with annex 17 of the RIRR of RA no. 9184.

2. All duties, excise, and other taxes, and revenue charges shall be paid by the supplier.

3. All transactions are subject to withholding of credible Value Added Tax and/or Expanded Value Added Tax per revenue regulation(s) of the Bureau of Internal Revenue.

V. Liquidated Damages

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

Goods/Services.

C. TERMS OF REFERENCE (TOR)

1. The winning bidder shall sign a Framework Agreement for one year with the Procuring Entity.

Scope of Work

1. The winning bidder provide meals for DepEd RO IX guests based on each "Call-Off" issued by DepEd RO IX.

2. In the event that DepEd RO IX clients preferred packed meals as indicated in the call-off issued by DepEd RO IX, the supplier/service provider are encouraged to use paper products in packing of food.

Food Service Guidelines

1. Operating Hours

- Catering service operations (Set Menu/Packed Meal or Managed Buffet) is from Mondays to Sundays
- Breakfast will be served from 6:00 a.m. to 8:00 a.m.
- Lunch will be served from 12:00 noon to 1:00 p.m.
- Dinner will be served from 6:00 p.m. to 8:00 p.m.
- Morning Snacks will be served at 10:00 a.m.
- Afternoon Snacks will be served at 3:00 p.m.

2. Equipment and Facilities

2.1 The winning bidder with a written consent issued by the DepEd RO IX shall provide at its own expense the necessary equipment/supplies for use in the food service operation, including, but not limited to the following:

- Dinnerware or Chinaware (plates, cups, sauces & bowls)
- Stainless Flatware or Silverware (knives, forks, spoons)
- Glassware
- Holloware (service trays, cruet sets)
- Table linens and ornaments
- Water Dispenser (Hot & Cold)

3. Personnel/Manpower Requirement

3.1. Food handlers which include both kitchen and dining personnel must wear the proper/standard work attire or uniform and observe good personal hygiene practices as prescribed in Section 3b. Item 5 of the Implementing Rules and Regulations of Chapter III on Food Establishments of the Code on Sanitation of the Philippines (PD 856).

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

Standards and all other provisions under the Employee Compensation Commission.

4. Food Safety, Sanitation and Quality Control

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

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

4.3 The winning bidder shall be responsible for the monitoring, handling and proper disposal and hauling of all waste products.

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 RO IX;
- (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
- (f) Commission by any or its personnel or staff of the prohibited acts under Item 6 of this TOR.

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.

STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: Procurement of Catering Services (Framework Agreement)

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

- (1) 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.

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]

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 Amount and Purpose of
 of agent Currency 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: _____

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: _____

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

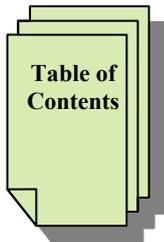
[Insert signatory's legal capacity]

Affiant

[Jurat]

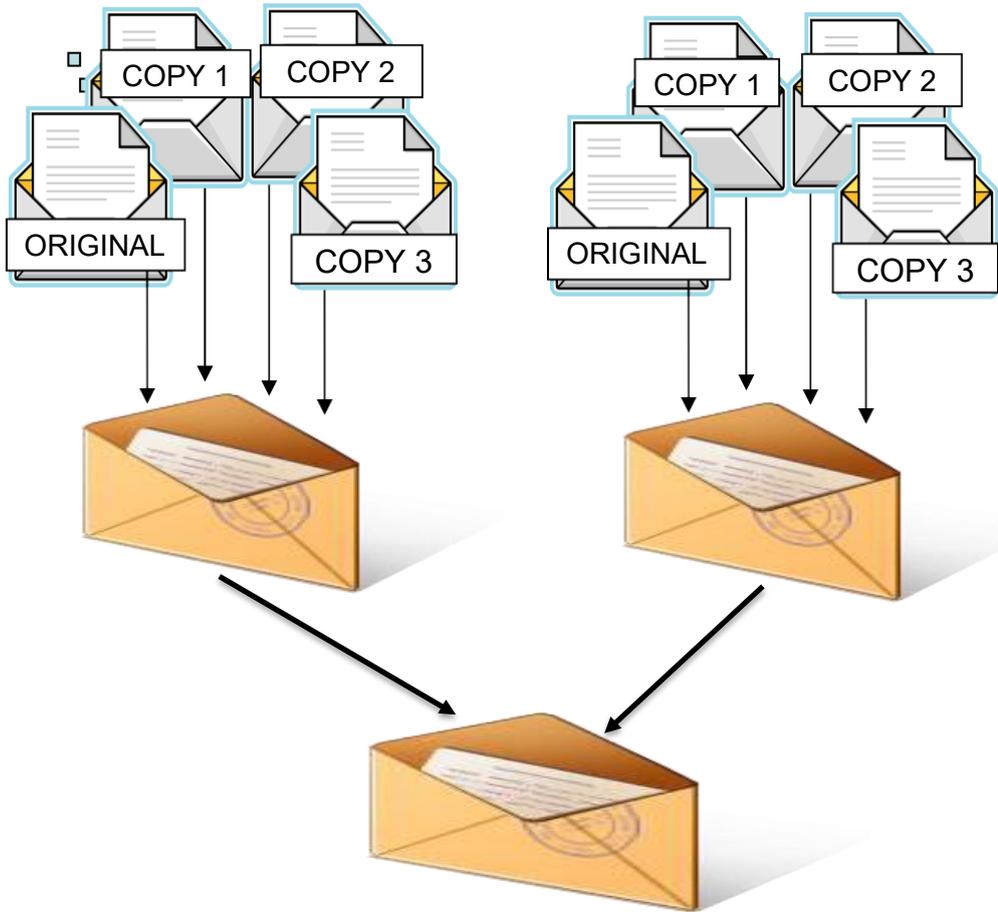
[Format shall be based on the latest Rules on Notarial Practice

Tabs and Labels



TECHNICAL COMPONENT

FINANCIAL COMPONENT



ORIGINAL / COPY NO. _

[BIDDER'S COMPANY NAME]

[COMPANY'S OFFICE ADDRESS] PUBLIC BIDDING:

[PROJECT TITLE]:

BIDDING FOR [no.] : [item description] (if applicable)

THE CHAIRPERSON
BIDS AND AWARDS COMMITTEE
DEPARTMENT OF EDUCATION REGIONAL OFFICE IX,
PRESIDENT CORAZON C. AQUINO, REGIONAL GOVERNMENT CENTER
BALINTAWAK, PAGADIAN CITY
[VENUE OF BID OPENING]

DO NOT OPEN BEFORE [TIME AND DATE OF BID OPENING]

