



Republic of the Philippines  
**GOVERNMENT PROCUREMENT POLICY BOARD**  
**TECHNICAL SUPPORT OFFICE**

## **PHILIPPINE BIDDING DOCUMENTS**

# **Catering Services for Trainings**

**(EARLY PROCUREMENT ACTIVITY)**

**BAC-GDS-2025-002-EPA**

**Government of the Republic of the Philippines**

**03 October 2024**

# 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***



## INVITATION TO BID FOR THE PROCUREMENT OF CATERING SERVICES FOR TRAININGS

1. The *Government Procurement Policy Board – Technical Support Office (GPPB-TSO)*, through the National Expenditure Program FY 2025 intends to apply the sum of ***Nine Million Six Hundred Thirty Thousand Pesos (Php9,630,000.00)*** being the ABC to payments under the contract for **Catering Services for Trainings** for the GPPB-TSO with identification number BAC-GDS-2025-002-EPA. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The GPPB-TSO now invites bids for the Early Procurement Activity (EPA) of the above Procurement Project, in accordance with the provisions under Appendix 31 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Delivery of the Goods shall be based on the actual date of event or activity to be provided by the end-user. 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 IRR of 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 *BAC Secretariat* and inspect the Bidding Documents at the address given below during office hours *7:00 AM to 5:00 PM from Monday to Friday*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **03 October 2024** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (Php10,000.00)*. A bidder is allowed to pay the applicable fee via the Landbank Link biz portal which can be accessed through this link: <https://www.lbp-eservices.com/egps/portal/index.jsp> and shall present its proof of payment to the BAC Secretariat on or before the deadline of submission of bid or may send a copy through the email address given below.
6. The GPPB-TSO will hold a Pre-Bid Conference on **11 October 2024 at 9:00 A.M via Zoom** which shall be open to prospective bidders. Interested bidders may join the pre-bid conference through this link: <https://zoom.us/join/zoom/register/tJwvduCvrDgoGNwLDeT7Px7xKx6Jc-b97O21>

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **9:00 AM of 23 October 2024. 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 on **23 October 2024 at 9:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The award of contract for Procurement Projects undertaken through EPA may be made only upon the following conditions and shall be in accordance with Item 7 of Appendix 31 of the 2016 revised IRR of RA 9184:
  - a. approval and effectivity of the funding sources, to wit: (i) General Appropriations Act; (ii) Corporate Budget; (iii) Appropriations Ordinance; or (iv) loan agreement in the case of FAPs; or
  - b. the reenactment of the previous year's budget which constitutes the current year's authorized budget, when authorized by the Constitution, law or rules.
11. The GPPB-TSO 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:

BIDS AND AWARDS COMMITTEE  
GOVERNMENT PROCUREMENT POLICY BOARD –  
TECHNICAL SUPPORT OFFICE  
GPPB-TSO Building, Commonwealth Avenue, UP Diliman Campus,  
Quezon City, Philippines 1121  
[bacsec@gppb.gov.ph](mailto:bacsec@gppb.gov.ph)  
(02) 5322-6BAC (6222)  
<https://www.gppb.gov.ph/>

13. You may visit the following websites:

For downloading of Bidding Documents:

- a. GPPB website at <https://www.gppb.gov.ph/gppb-tso-procurement/>
- b. PhilGEPS website at <https://philgeps.gov.ph/>

*Issued this 3<sup>rd</sup> day of October 2024.*

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**MARIA LORA T. ALVAREZ- HORTILLAS**  
*Vice Chairperson, Bids and Awards Committee*

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *Government Procurement Policy Board – Technical Support Office (GPPB-TSO)* wishes to receive Bids for the **Catering Services for Trainings** with identification number ~~BAC~~-GDS-2025-002-EPA.

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 for *National Expenditure Program FY 2025* in the amount of *Nine Million Six Hundred Thirty Thousand Pesos (Php9,630,000.00)*.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

## 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. 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 Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.3. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

- 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 through Zoom Videoconferencing as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request 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.

## **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**.

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for one hundred twenty (120) calendar days from the Bid Opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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



- a. In the case of EPA, PE may request the bidders to extend the validity of their bid securities beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective.

A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended.

If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by said bidder.

## **15. Sealing and Marking of Bids**

Each Bidder shall submit **three (3) copies** 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 video conferencing, 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.
- 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 grouped into several lots, which shall be awarded as separate contracts per lot.
- 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, 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**.

## **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.**

### ***Section III. Bid Data Sheet***

## Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. <i>Catering Services</i></li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>No further instructions.</i>
12	<i>No further instructions.</i>
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <i>One Hundred Ninety-Two Thousand Six Hundred Pesos (PhP192,600.00)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>Four Hundred Eighty-One Thousand Five Hundred Pesos (PhP481,500.00)</i>, if bid security is in Surety Bond.</li> </ul>
19.3	<i>One (1) Lot</i>
20.1	<i>No further instructions.</i>
21.1	<i>No further instructions.</i>

## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

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

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **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.

## **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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

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



## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p>The service provider (SP) shall comply with the following conditions:</p> <ul style="list-style-type: none"> <li>• Delivery of the Goods shall be based on the actual date of event or activity to be provided by the end-user.</li> <li>• Set-up (packed or managed buffet) shall be informed by the end-user three (3) calendar days prior to the actual delivery.</li> <li>• SP must provide foods that are freshly cooked and prepared on the day of the activity.</li> <li>• Chosen menu and quantity shall be provided by the end-user five (5) calendar days before the actual date of the activity.</li> <li>• Must include free-flowing brewed coffee with coffee cups and stirrer, creamer and sugar</li> <li>• Must use eco-friendly packaging and/ or utensils</li> <li>• Must provide buffet table and cover, as necessary</li> <li>• Must have to-go packaging materials ready</li> <li>• Must have at least 10% buffer in all meals to be served without additional cost</li> <li>• Must have at least two (2) servers in uniform for meal distribution</li> <li>• Menu must be provided via email within three (3) calendar days upon receipt of the Notice to Proceed</li> <li>• Food tasting shall be conducted within seven (7) working days upon receipt of the Notice to Proceed. The SP should address the notable comments on the food taste and presentation during the food tasting.</li> </ul> <p><b>Delivery and Documents –</b></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</p> <p>The delivery terms applicable to this Contract are delivered to the Government Procurement Policy Board – Technical Support Office Building at Commonwealth Avenue, UP Diliman Campus, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Mr. John Paul Junio</b> and <b>Mr. John Mark Duetes</b>.</p>

	<p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ul> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
2.2	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>The terms of payment shall be as follows:</p> <p>Payment shall be made through Land Bank's LDDAP-ADA/Bank Transfer Facility within (30) calendar days from the submission of billing statement. Billing shall be made after an activity and shall be based on the actual number of meals confirmed by the end-user.</p>
4	No further instructions.

## ***Section VI. 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.

<b>FRAMEWORK AGREEMENT LIST (GOVERNMENT PROCUREMENT POLICY BOARD – TECHNICAL SUPPORT OFFICE)</b>			
<b>Item / Service Type and nature of each item/service</b>	<b>Cost per item or service</b>	<b>Maximum Quantity</b>	<b>Total Cost per Item</b>
<b>Catering Services for Trainings</b>			
<b>AM Snacks</b>	150.00	14,450	2,167,500.00
<b>PM Snacks</b>	150.00	14,450	2,167,500.00
<b>Breakfast</b>	300.00	1,600	480,000.00
<b>Lunch</b>	300.00	14,450	4,335,000.00
<b>Dinner</b>	300.00	1,600	480,000.00
<b>TOTAL (Approved Budget for the Contract)</b>	<b>9,630,000.00</b>		
Expected delivery timeframe after receipt of a Call-Off.	On the actual date of the activity as communicated by end-user		
Remarks	At least 10% buffer in all meals to be served without additional cost		
<b>SGD. JOHN MARK G. DUETES</b>	<b>PROCUREMENT MANAGEMENT OFFICER (PMO) III</b>	<b>CAPACITY DEVELOPMENT DIVISION</b>	

<b>SGD. JOHN PAUL R. JUNIO</b>	<b>PMO III</b>	
<b>SIGNATURE OVER PRINTED NAME</b>	<b>POSITION</b>	<b>DIVISION</b>

I hereby verify to comply with all the above requirements.

\_\_\_\_\_  
Signature over printed name of the authorized representative

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Date

Training Activity	No. of Days	No. of Meals to be Served											
		BREAKFAST		AM SNACK		LUNCH		PM SNACK		DINNER		TOTAL	TOTAL
		MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Training Activity 1	5	160	200	240	300	240	300	240	300	160	200	1040	1300
Training Activity 2	5	160	200	240	300	240	300	240	300	160	200	1040	1300
Training Activity 3	5	160	200	240	300	240	300	240	300	160	200	1040	1300
Training Activity 4	5	160	200	240	300	240	300	240	300	160	200	1040	1300
Training Activity 5	5	160	200	240	300	240	300	240	300	160	200	1040	1300
Training Activity 6	5	160	200	240	300	240	300	240	300	160	200	1040	1300
Training Activity 7	5	160	200	240	300	240	300	240	300	160	200	1040	1300
Training Activity 8	5	160	200	240	300	240	300	240	300	160	200	1040	1300
Training Activity 9	5	0	0	120	150	120	150	120	150	0	0	360	450
Training Activity 10	5	0	0	120	150	120	150	120	150	0	0	360	450
Training Activity 11	5	0	0	120	150	120	150	120	150	0	0	360	450
Training Activity 12	5	0	0	680	850	680	850	680	850	0	0	2040	2550
Training Activity 13	5	0	0	1400	1750	1400	1750	1400	1750	0	0	4200	5250
Training Activity 14	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 15	4	0	0	120	300	120	300	120	300	0	0	360	900

Training Activity 16	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 17	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 18	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 19	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 20	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 21	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 22	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 23	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 24	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 25	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 26	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 27	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 28	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 29	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 30	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 31	4	0	0	120	300	120	300	120	300	0	0	360	900

Training Activity 32	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 33	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 34	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 35	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 36	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 37	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 38	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 39	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 40	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 41	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 42	4	0	0	120	300	120	300	120	300	0	0	360	900
Training Activity 43	4	0	0	120	300	120	300	120	300	0	0	360	900

Any changes in the number of training activities to be conducted will be communicated to the service provider. In the event of an increase, the number of additional sessions will not exceed the required total number of meals as specified under Section VI. Framework Agreement List and Section VII. Technical Specifications.



## ***Section VII. Technical Specifications***

## Technical Specifications

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>				
<p><b>Catering Services for Trainings</b></p> <p><b>Requirements:</b></p> <p>1. Meals (no pork) composed of the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Particular</th><th style="text-align: center;">Quantity</th></tr> </thead> <tbody> <tr> <td><b>AM Snacks with one round of iced tea or juice</b></td><td style="text-align: center;">14,450</td></tr> </tbody> </table>	Particular	Quantity	<b>AM Snacks with one round of iced tea or juice</b>	14,450	
Particular	Quantity				
<b>AM Snacks with one round of iced tea or juice</b>	14,450				

<b>PM Snacks with one round of iced tea or juice</b>	14,450	
<b>Breakfast</b> a. Soup/Salad; b. Main Course (no pork) – at least 2 dishes of beef/chicken/fish and 1 variant of vegetable c. Rice d. Dessert e. One round of iced tea or juice	1,600	
<b>Lunch</b> f. Soup/Salad; g. Main Course (no pork) – at least 2 dishes of beef/chicken/fish and 1 variant of vegetable h. Rice i. Dessert j. One round of iced tea or juice	14,450	
<b>Dinner</b> a. Soup/Salad; b. Main Course (no pork) – at least 2 dishes of beef/chicken/fish and 1 variant of vegetable c. Rice d. Dessert e. One round of iced tea or juice	1,600	
2. Must include free-flowing brewed coffee with coffee cups and stirrer, creamer and sugar  3. Must use eco-friendly packaging and/ or utensils		

4. Must provide buffet table and cover, as necessary  5. Must have to-go packaging materials ready  6. Must have at least 10% buffer in all meals to be served without additional cost  7. Must have at least two (2) servers in uniform for meal distribution  8. Menu must be provided via email within three (3) calendar days upon receipt of the Notice to Proceed  9. The service provider shall submit a Certificate of Satisfactory Performance from at least two (2) clients during the post-qualification	
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I hereby verify to comply with all the above requirements.

\_\_\_\_\_  
Signature over printed name of the authorized representative

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Date

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

In case of Joint Venture, Original Special Power of Attorney shall be submitted by 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

- ☐ (h) 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*

- ☐ (i) 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

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

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

- ☐ (l) *[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.
- ☐ (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

