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PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS Provision of Catering Services for Center-based Trainings for the months of May to September 2024

ATI-RTC13-G-2024-02

Government of the Republic of the
Philippines

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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.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	31
Section VIII. Checklist of Technical and Financial Documents	37

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

“Provision of Catering Services for Center-based Trainings for the months of May to September 2024”

1. The **Agricultural Training Institute – Regional Training Center 13** through the **Banner Programs FY-2024** intends to apply the sum of **Two Million One Hundred Thirty-Two Thousand Five Hundred Pesos only (Php 2,132,500.00)** being the ABC to payments under the contract for the **Provision of Catering Services for Center-based Trainings for the months of May to September 2024 (ATI-RTC13-G-2024-02)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item Number	Description	Quantity	Total
1	Breakfast: 2 Main Dish, 1 side dish, bread, drinks, soup, fruits	2,155	₱ 538,750.00
2	AM Snacks	2,155	₱ 161,625.00
3	Lunch: 3 Main Dish, 1 side dish, drinks, dessert, fruits	2,155	₱ 646,500.00
4	PM Snacks	2,155	₱ 161,625.00
5	Dinner: 3 Main Dish, 1 side dish, drinks, dessert, fruits	2,080	₱ 624,000.00
TOTAL			₱ 2,132,500.00

See Menu Package for Catering Services on Pages 27 - 28


2. The **Agricultural Training Institute – Regional Training Center 13** now invites bids for the above Procurement Project. Delivery of the Goods is required by **May to September 2024**. Bidders should have completed, within **Five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *“pass/fail”* criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the BAC Secretariat of the **Agricultural Training Institute – Regional Training Center 13** and inspect the Bidding Documents at the address given below during office hours from 8:00 AM to 5:00 PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **April 8, 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 **Three Thousand Pesos (3,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees if downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity not later than the submission of their bids.
6. The Agricultural Training Institute – Regional Training Center 13 will hold a **Pre-Bid Conference on April 17, 2024 – Wednesday, 3:00 PM** at the CDMS Office, ATI-RTC 13, Los Angeles, Butuan City which shall be opened 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 **April 30, 2024 at exactly 1:00** in the afternoon. 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 **April 30, 2024, 1:05 in the afternoon** at the CDMS Office, Agricultural Training Institute – Regional Training Center 13, Los Angeles, Butuan City. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
10. The **Agricultural Training Institute – Regional Training Center 13** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ms. Mary Grace B. Salve
Head, BAC Secretariat
ATI-Regional Training Center 13
Los Angeles, Butuan City
Email: aticaraga@ati.da.gov.ph / atirtc13_supply@ati.da.gov.ph
Mobile Numbers: 09453296484 / 09293546355
12. You may visit the following websites:

www.ati2.da.gov.ph/ati-13
www.philgeps.gov.ph

April 8, 2024


VIOLETA T. LAGUNA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Agricultural Training Institute – Regional Training Center 13** wishes to receive Bids for the **Provision of Catering Services for Center-based Trainings for the months of May to September 2024 (ATI-RTC13-G-2024-02)**.

The Procurement Project referred to herein as “Provision of Catering Services for Center-based Trainings for the for the months of May to September 2024,” 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 General Appropriations Act of 2023 in the amount of **Two Million One Hundred Thirty-Two Thousand Five Hundred Pesos (Php 2,132,500.00.) only**.

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

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 **April 17, 2024, 3:00 PM** at the CDMS Office, Agricultural Training Institute – Regional Training Center 13, Los Angeles, Butuan City.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

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 e.

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 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 **One Hundred Twenty (120) calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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.

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address through manual 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 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 may be. In this case, the Bid Security as required by **ITB** Clause 15 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:

Option 1 – One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Catering and accommodation services</i> b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Not applicable</i>
12	The price of the Goods shall be quoted DDP <i>Butuan City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php 42,650.00 (2% of the 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 Php 106,625.00 (<i>5% of the ABC</i>) if bid security is in Surety Bond.
19.3	<i>Not applicable</i>
20.2	<p>The Catering Services Provider Shall comply with the government regulations as Provided in Presidential Decree No. 856 otherwise known as "The Code on Sanitation of the Philippines"</p> <ul style="list-style-type: none"> A. Sanitary Permit B. Health Certificates of Food Handlers C. Quality and Protection of Food
21.2	<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 prior to 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. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and 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 to this Contract are delivered <i>the Agricultural Training Institute – Regional Training Center, Los Angeles, Butuan City</i>. 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>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 end-user/Program Coordinator.</p> <p>Incidental Services -</p> <p>The Supplier is required to provide all the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>a. performance or supervision or maintenance and/or repair of the supplied Goods, for a period agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<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> <p>Spare Parts - (not applicable)</p> <p>The Supplier is required to provide all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their 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>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged, and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <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>Intellectual Property Rights – not applicable</p>

2.2	<p>The terms of payment shall be as follows:</p> <p>The payment shall be made after each activity's delivery and inspection as per Statement of Account/Billing. The payment term is 30 days. The amount to be paid per activity may be reduced based on the actual number of meals/snacks served.</p>
4	<p>The evaluation activities that will be conducted at the Agricultural Training Institute- Regional Training Center 13 upon delivery are as follows:</p> <ol style="list-style-type: none"> 1. Food tasting on a sampling basis to determine the quality of food served. 2. Ocular inspection to determine the quality and completeness of the food delivered in accordance to the menu as identified by the end-user. 3. Observation before, during and after the training schedule to determine the quality of services rendered by the Supplier. 4. Survey among the participants to determine the level of satisfaction of The participants to the services rendered by the supplier.

Section VI. Schedule of Requirements

The delivery schedule expressed as specific dates of conduct is the date of delivery of the goods to the project site.

Item Number	Description	Quantity	Total	Delivery
1	Breakfast: 2 Main Dish, 1 side dish, bread, drinks, soup, fruits	2,155	₱ 538,750.00	See attached schedule
2	AM Snacks	2,155	₱ 161,625.00	
3	Lunch: 3 Main Dish, 1 side dish, drinks, dessert, fruits	2,155	₱ 646,500.00	
4	PM Snacks	2,155	₱ 161,625.00	
5	Dinner: 3 Main Dish, 1 side dish, drinks, dessert, fruits	2,080	₱ 624,000.00	
TOTAL			₱ 2,132,500.00	



DEPARTMENT OF AGRICULTURE
AGRICULTURAL TRAINING INSTITUTE
Regional Training Center 13
Los Angeles, Butuan City
Mobile Nos.: 09369010366 | 09293546355
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CATERING SERVICES FOR PUBLIC BIDDING for the month of May-September 2024 CDMS

Program	Number of Days	Schedule of Training /Activities	Breakfast (# of meals to be served)	AM Snacks (# of meals to be served)	Lunch (# of meals to be served)	PM Snacks (# of meals to be served)	Dinner (# of meals to be served)	ABC
Unit Cost		indicate mos. and # of pax	250	75	300	75	300	
RICE	10	May -30 pax	300	300	300	300	300	300,000.00
	5	July - 35 pax	175	175	175	175	175	175,000.00
	5	August- 35 pax	175	175	175	175	175	175,000.00
RCEF	10	August - 35 pax September - 35 pax	700	700	700	700	700	700,000.00
	5	May- 20 pax	100	100	100	100	100	100,000.00
	1	June - 40 pax (without dinner)	40	40	40	40		28,000.00
HVCDP	5	May-35 pax	175	175	175	175	175	175,000.00
Regular Program	10	May-35 pax	350	350	350	350	350	350,000.00
PAFES	4	June good for 35 pax	140	140	140	140	105	129,500.00
TOTAL Pax		0	2,155	2,155	2,155	2,155	2,080	2,132,500
Total Amount		0	538,750	161,625	646,500	161,625	624,000	2,132,500

Purpose: Procurement of Catering Services for RICE, RCEF, HVCD, Regular Program, and PAFES for the conduct Trainings and activities for the month of May-September 2024 under CDMS

Requested by:

ELENA P. MADEJO
OIC-Chief, CDMS/TS-I

Approved by:

JESSIE V. BELDIA, PhD
OIC-Center Director

MENU PACKAGE FOR CATERING SERVICES
for Center-based Training/Activities 2024

BREAKFAST			
Set A	Set B	Set C	Set D
Rice Fish Paksiw (Tuna) Chorizo (3 pcs) Tomato Eggplant And Salted Egg Salad Mushroom Soup Fruits Pan de Sal with Sandwich spread	Rice Beef Omelette Fried Boneless Bangus Adobong Kangkong Bird's Nest Soup Fruits Pan de Sal with Sandwich spread	Rice Spicy Hot Fried Chicken Shrimp Torta Sauteed Mushroom Wonton Soup Fruits Pan de Sal with Sandwich spread	Rice Pork chop Fried Fish (Tuna) Mango and Tomato Salad Crab and Corn Soup Fruits Pan de Sal with Sandwich spread
Set E	Set F	Set G	Set H
Rice Fish paksiw (with eggplant/ampalaya) Lumpiang Shanghai Chopseuy Molo Soup Fruits Pan de Sal with Sandwich spread	Rice Pork Longanisa Fried Fish (Tuna) Togue Guisado Broccoli Soup Fruits Pan de Sal with Sandwich spread	Rice Beef Tapa Chicken Tocino Pinakbet Mushroom Soup Fruits Pan de Sal with Sandwich spread	Rice Spicy Hot Fried Chicken Fried Boneless Bangus Tortang talong Wonton Soup Fruits Pan de Sal with Sandwich spread
Set I	Set J		
Rice Beef Omelette Fried Fish (Tuna) Law-uy Rootcrops (Kamote -Boiled) Fruits Pan de Sal with Sandwich spread	Rice Sunny-side up egg Ginisang Sayote Chicken Longanisa Mushroom Soup Fruits Pan de Sal with Sandwich spread		

LUNCH			
Set A	Set B	Set C	Set D
Rice Fish Tinola (Tuna/Malasugi) Beef Steak with Pineapple Salsa Lechon Kawali Cucumber salad Leche flan Fruits Softdrinks	Rice Fish Escabeche (Tuna/Malasugi) Beef Stroganoff Native Chicken Tinola Chopseuy Maja Blanca Fruits-Orange Softdrinks	Rice Calamares Beef Caldereta Spicy Fried Chicken Ginataang Gulay Mango Float Pineapple soft drinks	Rice Grilled Fish (Tuna/Malasugi) Beef Afritada Pork Adobo Green Bean Mushroom Stir-Fry Fresh Vegetable Garden Salad Bulalo soup Softdrinks

LUNCH			
Set E	Set F	Set G	Set H
Rice Bicol Express Beef Mechado Stuffed Bangus Chicken noodle Soup Pinakbet Macaroons Softdrinks	Rice Beef Steak with labuyo Buffalo wings Fish Tinola (Tuna/Malasugi) Pancit Bihon Guisado Cucumber salad Brownies Softdrinks	Rice Pork Hamonada Beef Morcon Fish Kimilaw (Tuna/Malasugi) Ginataang Sigarilyas At Kalabasa Vegetable Lumpia Masi Fruits, Softdrinks	Rice Grilled Fish (Tuna/Malasugi-Panga) Beef spare ribs Native Chicken halang2x Pickled Papaya Maja Blanca Fresh Fruits Softdrinks
Set I	Set J		
Rice Beef Teriyaki Stuffed Bangus Adobong Kangkong Chicken noodle Soup Chicken Embutido Fresh Fruits Salad Softdrinks	Rice Pork Humba Beef Mechado Fish Escabeche (Tuna/Malasugi) Chicken Potato Salad Mango Float Bird's Nest Soup Softdrinks		

DINNER			
Set A	Set B	Set C	Set D
Rice Chicken Cordon Bleu Ginisang Sayote Pokchop egg drop soup Fruits Softdrinks	Rice Shrimp Tempura chicken lollipop Nilagang Baboy Ginisang Upo Fruits Softdrinks	Rice Fish paksiw (Pompano) Chicken Pancit Guisado Ginisang string beans Mushroom Soup Brownies banana fruit Softdrinks	Rice Lechon kawali Fish Escabeche (Tuna/Malasugi) root crops- kamote boiled Law-uy Ube halaya Softdrinks
Set E	Set F	Set G	Set H
Rice Baked Tahong Grilled Chicken BBQ Pickled papaya Wonton Soup Fresh Fruits Salad Softdrinks	Rice Buttered Chicken Pork Humba Chopseuy Cucumber coleslaw salad Broccoli Soup Fruits Soft drinks	Rice Green Bean Mushroom Stir-Fry Chicken Curry Bicol Express Bird's Nest Soup Leche flan Fruits, Softdrinks	Rice Togue Guisado Stuffed Bangus Spicy Hot Fried Chicken Molo Soup Macaroons Fruits Soft drinks

DINNER			
Set I	Set J		
Rice Chicken Buffalo Wings Pork Adobo Fish Tinola (Tuna/Malasugi) Pinakbet Fruits Soft drinks	Rice Pork Sinigang Chicken Pandan Adobong Kangkong Rooterops (boiled) Fruits Softdrinks		

AM / PM SNACK	
<ul style="list-style-type: none"> • Potato Croquettes (2 pcs), sikwate • Egg or Tuna Sandwich and Chips, canned juice • Chocolate Cake, canned juice • Beef Lasagna with toasted Bread, buko juice • Carrot Cake, canned juice • Crispy Chicken Fillet Burger, canned juice • Cassava cake, canned juice • Slice Chocolate Moist cake, canned juice • Pork/Chicken Meat Roll, canned juice • Spaghetti w/ bread, canned juice • Banana Pinaypay with chips, fruit shake • Special Bibingka, sikwate • Pizza pie, canned juice • Empanada, canned juice 	<ul style="list-style-type: none"> • Siopao, canned juice • Puto maya w/ mango, sikwate • Chicken Lomi w/crackers, calamansi juice • puto, kutsinta, sikwate • Banana Turon w/Langka, cucumber calamansi juice • Pianono and Coconut Macaroons, canned juice • Batchoy with bread, calamansi juice • Chocolate Moron, sikwate • Suman with chips, sikwate • Special Bibingka, sikwate • Biko with latik on top, buko juice • Brownies, canned juice • Special binignit, calamansi juice

CONDITIONS:

The supplier agrees

- To provide food and services which include three (3) main dish, one (1) side dish, drinks, dessert, and fruits through “manage buffet” as provided in and in accordance with the menu determined by the end-users. For five days and above training duration, the menu shall include “Roasted Pig/Lechon” (25 – 30 kg) to be served during the graduation ceremony
- To provide food and services for the number of participants based on the information given by the Procuring Entity thru a notice/Order Slip signed by the Project Officer/end-user, at least five (5) working days prior to the training schedule
- to adjust the number of meals/snacks or on any specific food/diet restrictions (religion or health reasons) of participants’ meals to be served for the remaining days of a specific training schedule, to take effect on the second day, provided that written notice is given by the Procuring Entity signed by the Project Officer or his/her authorized representative, not later than 3:00 PM on the first day of the training
- To reschedule/cancel the seminar due to fortuitous event/ instances beyond the control of ATI RTC 13 upon written notice of the Procuring Entity
- Provide the necessary clean and/ or sterile dining utensils and other requirements during the training as enumerated in but not limited to the following: glasses, spoons, forks, serving spoons, cups, bowls, knives, trays, pitchers, glass rack, ice bucket, food warmers, toothpicks, condiment, sterilizer for spoons and forks, coffee boiler, Unlimited rice, Available drinking water and dispenser, available coffee, creamer, sugar, tea/chocolate drink/turmeric/salabat. Avoid the use of styro or plastic wares
- provide clean table cloth, seat covers and table napkins in the designated dining area.
- to provide separate trays for soiled utensils (spoon, fork, plates, glass/cups)
- In the name of **Quality Service**, the Caterer is expected to field at least 2 waiters/waitresses. Both male and female servers are expected to wear clean and proper attire at all times (with apron, hair net, mask, and close shoes).
- As such, female servers must strictly wear hair nets or net in their hair bun, knee length dress, skirt, or pants; also, male servers must shave their mustache and beard. Wearing of **sleeve-less attires, slippers, and shorts are strictly prohibited**. All servers are also expected to wear transparent catering mask and have properly trimmed nails.
- Arrangement of the designated Dining Area must be prepared by the Caterer.

- Moving, installing or dismantling of ATI-RTC 13's tables and chairs in the training hall as well as returning the items in their proper places after the activities are the responsibility of the Caterer.
- Any damage/s of sort to ATI's office equipment due to the **carelessness and negligence** on the part of the Caterer during an activity will be charged to the latter (Caterer or Organizer) and must be replaced as soon as possible.
- The Caterer shall be responsible for the **restoration and clean-up** like gathering/collecting of their *food utensils, glasses, tools, and equipment* before, during and after the event. All wastes (food leftovers, cans, plastic bottles, etc.) shall be disposed of properly on daily basis outside the Center.
- The Caterer is expected to follow and serve the **suggested menu** provided by ATI through its assigned TMT. They are **only allowed** to make changes or replacement on the menu **after consulting the approval** of the **ATI- TMT**.
- A **Food Evaluation Sheet** through a **FOOD EVALUATION BOX** will be facilitated by the **TMT** wherein every participant and the TMT themselves can honestly evaluate the food being served on a daily basis.
- Any **Negative Feedback** received by the TMT because of the food evaluation is a **deficient against the caterer** and will be dealt with accordingly. In cases which a **SPOILED FOOD** was served, damages whether minor or serious to the participants will be investigated immediately. If the Caterer concerned is found guilty, it will be a strong ground enough to be part of the **BLOCKLIST**. Furthermore, in the unlikely event of **Food Poisoning**, the Caterer must also **shoulder all the damages** (hospitalization, medicines, etc.).
- The cost of the **spoiled food served** must be deducted from ATI's bill or the Caterer will have to replace the menu with either the same dish or another with the same volume and value.
- ATI will not be liable for any loss of Caterer's *food utensils, glasses, tools, and equipment*.
- Any unconsumed/excess food, drinks, and beverages shall be turned over to the concerned Project Officer or member of the TMT at the end of each day.
- The Caterer must provide water dispenser/s filled with purified/mineral drinking water for the whole duration of every activity.
- **Flowing coffee** or per request must always be available at the entire duration of every activity.
- The Caterer will pay ATI an amount of **Php250.00** per day to defray for the consumption of electricity.


Section VII. Technical Specifications

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</i></p>

regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Item Number	Description	Quantity
1	Breakfast: 2 Main Dish, 1 side dish, bread, drinks, soup, fruits	2,155
2	AM Snacks	2,155
3	Lunch: 3 Main Dish, 1 side dish, drinks, dessert, fruits	2,155
4	PM Snacks	2,155
5	Dinner: 3 Main Dish, 1 side dish, drinks, dessert, fruits	2,080




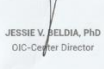
 DEPARTMENT OF AGRICULTURE
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 Regional Training Center 13
 Los Angeles, Bulacan City
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CATERING SERVICES FOR PUBLIC BIDDING
for the month of May-September 2024 CDMS

Program	Number of Days	Schedule of Training /Activities	Breakfast (# of meals to be served)	AM Snacks (# of meals to be served)	Lunch (# of meals to be served)	PM Snacks (# of meals to be served)	Dinner (# of meals to be served)	ABC
Unit Cost		Indicate max. and # of pax.	250	75	300	75	300	
RICE	10	May -30 pax	300	300	300	300	300	300,000.00
	5	July - 35 pax	175	175	175	175	175	175,000.00
	5	August- 35 pax	175	175	175	175	175	175,000.00
RCEF	10	August - 35 pax	700	700	700	700	700	700,000.00
	5	September - 35 pax	100	100	100	100	100	100,000.00
	1	May- 20 pax	40	40	40	40		28,000.00
HVCDP	5	June - 40 pax (without dinner)	175	175	175	175	175	175,000.00
Regular Program	10	May-35 pax	350	350	350	350	350	350,000.00
PAFES	4	June good for 35 pax	140	140	140	140	105	129,500.00
TOTAL Pax			2,155	2,155	2,155	2,155	2,080	2,132,500
Total Amount			530,750	161,625	646,500	161,625	624,000	2,132,500

Purpose: Procurement of Catering Services for RICE, RCEF, HVCD, Regular Program, and PAFES for the conduct Trainings and activities for the month of May-September 2024 under CDMS

Requested by:  ELENAP MADELO
OIC-Chief, CDMS/TS-I

Approved by:  JESSIE V. BELDIA, PhD
OIC-Center Director

- To provide food and services which include three (3) main dish, one (1) side dish, drinks, dessert, and fruits through “manage buffet” as provided in and in accordance with the menu determined by the end-users. For five days and above training duration, the menu shall include “Roasted Pig/Lechon” (25 – 30 kg) to be served during the graduation ceremony
- To provide food and services for the number of participants based on the information given by the Procuring Entity thru a notice/Order Slip signed by the Project Officer/end-user, at least five (5) working days prior to the training schedule

	<ul style="list-style-type: none"> • to adjust the number of meals/snacks or on any specific food/diet restrictions (religion or health reasons) of participants' meals to be served for the remaining days of a specific training schedule, to take effect on the second day, provided that written notice is given by the Procuring Entity signed by the Project Officer or his/her authorized representative, not later than 3:00 PM on the first day of the training • To reschedule/cancel the seminar due to fortuitous event/ instances beyond the control of ATI RTC 13 upon written notice of the Procuring Entity • Provide the necessary clean and/ or sterile dining utensils and other requirements during the training as enumerated in but not limited to the following: glasses, spoons, forks, serving spoons, cups, bowls, knives, trays, pitchers, glass rack, ice bucket, food warmers, toothpicks, condiment, sterilizer for spoons and forks, coffee boiler, Unlimited rice, Available drinking water and dispenser, available coffee, creamer, sugar, tea/chocolate drink/turmeric/salabat. Avoid the use of styro or plastic wares • provide clean table cloth, seat covers and table napkins in the designated dining area. • to provide separate trays for soiled utensils (spoon, fork, plates, glass/cups) • In the name of Quality Service, the Caterer is expected to field at least 2 waiters/waitresses. Both male and female servers are expected to wear clean and proper attire at all times (with apron, hair net, mask, and close shoes). • As such, female servers must strictly wear hair nets or net in their hair bun, knee length dress, skirt, or pants; also, male servers must shave their mustache and beard. Wearing of sleeve-less 	
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	<p>attires, slippers, and shorts are strictly prohibited. All servers are also expected to wear transparent catering mask and have properly trimmed nails.</p> <ul style="list-style-type: none"> • Arrangement of the designated Dining Area must be prepared by the Caterer. • Moving, installing or dismantling of ATI-RTC 13's tables and chairs in the training hall as well as returning the items in their proper places after the activities are the responsibility of the Caterer. • Any damage/s of sort to ATI's office equipment due to the carelessness and negligence on the part of the Caterer during an activity will be charged to the latter (Caterer or Organizer) and must be replaced as soon as possible. • The Caterer shall be responsible for the restoration and clean-up like gathering/collecting of their <i>food utensils, glasses, tools, and equipment</i> before, during and after the event. All wastes (food leftovers, cans, plastic bottles, etc.) shall be disposed of properly on daily basis outside the Center. • The Caterer is expected to follow and serve the suggested menu provided by ATI through its assigned TMT. They are only allowed to make changes or replacement on the menu after consulting the approval of the ATI-TMT. • A Food Evaluation Sheet through a FOOD EVALUATION BOX will be facilitated by the TMT wherein every participant and the TMT themselves can honestly evaluate the food being served on a daily basis. • Any Negative Feedback received by the TMT because of the food evaluation is a deficient against the caterer and will be dealt with accordingly. In cases which a SPOILED FOOD was served, damages whether minor or serious to the 	
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	<p>participants will be investigated immediately. If the Caterer concerned is found guilty, it will be a strong ground enough to be part of the BLOCKLIST. Furthermore, in the unlikely event of Food Poisoning, the Caterer must also shoulder all the damages (hospitalization, medicines, etc.).</p> <ul style="list-style-type: none">• The cost of the spoiled food served must be deducted from ATI's bill or the Caterer will have to replace the menu with either the same dish or another with the same volume and value.• ATI will not be liable for any loss of Caterer's <i>food utensils, glasses, tools, and equipment</i>.• Any unconsumed/excess food, drinks, and beverages shall be turned over to the concerned Project Officer or member of the TMT at the end of each day.• The Caterer must provide water dispenser/s filled with purified/mineral drinking water for the whole duration of every activity• Flowing coffee or per request must always be available at the entire duration of every activity.• The Caterer will pay ATI an amount of Php250.00 per day to defray for the consumption of electricity.	
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***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);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the

preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (k) 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

- (l) 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

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

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

- (o) *[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.
 (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



Republic of the Philippines
AGRICULTURAL TRAINING INSTITUTE
Regional Training Center XIII
Los Angeles, Butuan City

Note:

1. This Form shall be attached to the Bid Form
2. Indicate the breakdown of the price per pax per day :

Breakfast	P_____
AM Snacks	P_____
Lunch	P_____
PM Snacks	P_____
Dinner	P_____

