

# **PHILIPPINE BIDDING DOCUMENTS**

## **PROVISION OF CATERING SERVICES FOR CENTER-BASED ACTIVITIES OF DA-ATI CALABARZON (July to December 2024)**

Government of the Republic of the Philippines

**Sixth Edition  
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# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>2</b>
<b>Section I. Invitation to Bid.....</b>	<b>5</b>
<b>Section II. Instructions to Bidders.....</b>	<b>8</b>
1. Scope of Bid .....	9
2. Funding Information.....	9
3. Bidding Requirements .....	9
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	9
5. Eligible Bidders.....	10
6. Origin of Goods .....	10
7. Subcontracts .....	10
8. Pre-Bid Conference .....	10
9. Clarification and Amendment of Bidding Documents .....	10
10. Documents comprising the Bid: Eligibility and Technical Components .....	11
11. Documents comprising the Bid: Financial Component .....	11
12. Bid Prices .....	11
13. Bid and Payment Currencies .....	12
14. Bid Security .....	12
15. Sealing and Marking of Bids .....	12
16. Deadline for Submission of Bids .....	13
17. Opening and Preliminary Examination of Bids .....	13
18. Domestic Preference .....	13
19. Detailed Evaluation and Comparison of Bids .....	13
20. Post-Qualification .....	14
21. Signing of the Contract .....	14
<b>Section III. Bid Data Sheet .....</b>	<b>15</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>18</b>
1. Scope of Contract .....	19
2. Advance Payment and Terms of Payment .....	19
3. Performance Security .....	19
4. Inspection and Tests .....	19
5. Warranty .....	20
6. Liability of the Supplier .....	20
<b>Section V. Special Conditions of Contract .....</b>	<b>21</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>24</b>
<b>Section VII. Technical Specifications .....</b>	<b>26</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>36</b>

# *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 PROVISION OF CATERING SERVICES FOR CENTER-BASED ACTIVITIES OF DA-ATI CALABARZON (JULY TO DECEMBER 2024)**

1. The **DA - AGRICULTURAL TRAINING INSTITUTE REGIONAL TRAINING CENTER CALABARZON**, through the **2024 General Appropriation Act (GAA)** intends to apply the sum of **TWO MILLION EIGHT HUNDRED EIGHT THOUSAND EIGHT HUNDRED SEVENTY FIVE PESOS ONLY (Php 2,808,875.00)** being the ABC to payments under the contract for **PROVISION OF CATERING SERVICES FOR CENTER-BASED ACTIVITIES OF DA-ATI CALABARZON (JULY TO DECEMBER 2024) with Contract Ref. No.: ITB-DA-ATI-CALABARZON-2024-02**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DA-ATI CALABARZON** now invites bids for the above Procurement Project. Delivery of the Goods is required by *the date of activities indicated in Section VI (Schedule of Requirements) of the Bidding Documents or until all the activities are implemented*. Bidders should have completed, within *two (2) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.  
  
Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **DA-ATI CALABARZON** and inspect the Bidding Documents at the address given below during **8:00 a.m. to 5:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 6, 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 **five thousand pesos (Php 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

6. The **DA-ATI CALABARZON** will hold a Pre-Bid Conference<sup>1</sup> on **June 13, 2024; 2:00 PM** at **DA-ATI CALABARZON, Brgy. Lapidario, Trece Martires City, Cavite** and/or through video conferencing or webcasting *via Google Meet*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **June 25, 2024; 2:00 PM**. 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 **June 25, 2024; 3:00 PM** at the given address below and/or through video conferencing or webcasting via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. To join the Pre-Bid Conference and Bid Opening through video conferencing or webcasting via *Google Meet*, please coordinate with DA-ATI CALABARZON BAC Secretariat through email address or telephone number given below.
11. The **DA-ATI CALABARZON** 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:  
  
*ARIANNE G. PEÑALBA*  
*Bids and Awards Secretariat Head*  
*DA-Agricultural Training Institute Regional Training Center CALABARZON*  
*Brgy. Lapidario, Trece Martires City, Cavite, 4109*  
*Email: supply\_rtc4a@ati.da.gov.ph*  
*Telephone/Fax No.: (046)419-0210*  
*URL: http://ati2.da.gov.ph/ati-4a*
13. You may visit the following websites:

For downloading of Bidding Documents: <https://ati2.da.gov.ph/ati-4a/content/bids>

June 4, 2024

  
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**MARIDELIE G. JAURIGUE**  
*BAC Chairperson, DA-ATI CALABARZON*

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



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

## 1. Scope of Bid

The Procuring Entity, **DA - AGRICULTURAL TRAINING INSTITUTE REGIONAL TRAINING CENTER CALABARZON** wishes to receive Bids for the **PROVISION OF CATERING SERVICES FOR CENTER-BASED ACTIVITIES OF DA-ATI CALABARZON (JULY TO DECEMBER 2024)**, with identification number *ITB-DA-ATI-CALABARZON-2024-02*.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2024 General Appropriation Act (GAA)** in the amount of ***TWO MILLION EIGHT HUNDRED EIGHT THOUSAND EIGHT HUNDRED SEVENTY FIVE PESOS ONLY (Php 2,808,875.00)***

2.2. The source of funding is: 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:

For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, **June 13, 2024; 2:00 PM at DA-ATI CALABARZON, Brgy. Lapidario, Trece Martires City, Cavite** and/or through video conferencing/webcasting as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *two (2) 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:

Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from the date of the opening of bids*. 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.

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

## **20. Post-Qualification**

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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**. *{[Include if Framework Agreement will be used:] For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}*

## **21. Signing of the Contract**

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

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



# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. <i>Contracts for Catering Services related to as listed in the Technical Specifications of the Bidding Documents.</i></li> <li>b. completed within <i>two (2) years</i> prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP <i>DA-ATI CALABARZON, Brgy. Lapidario, Trece Martires City, Cavite</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> <ol style="list-style-type: none"> <li>a. The amount of not less <i>fifty six thousand one hundred seventy seven pesos and fifty centavos only (Php 56, 177.50)</i>, two percent (2%) of ABC, 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>one hundred forty thousand four hundred forty three pesos and seventy five centavos only (Php 140,443.75)</i>, five percent (5%) of ABC, if bid security is in Surety Bond.</li> </ol>
15	<p>Each Bidder shall submit one (1) original and two (2) certified true copies of the first and second components of its bid. Documents to be submitted must be properly tabbed for easy reference.</p> <p>Online or any other electronic means of submission is not allowed.</p> <p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".</p> <p>Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL COMPONENT" and "COPY NO. ___ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>All envelopes shall:</p> <ol style="list-style-type: none"> <li>(a) contain the name of the contract to be bid in capital letters;</li> </ol>

	<p>(b) bear the name and address of the Bidder in capital letters;</p> <p>(c) be addressed to the Procuring Entity’s BAC;</p> <p>(d) bear the specific identification of this bidding process;</p> <p>(e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.</p>
19.2	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
19.4	Bidders must indicate their bid price per activity as indicated in the project.
20.2	Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).
21.2	<p>(a) Winning bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;</p> <p>(b) Performance Security;</p> <p>(c) Notice of Award of Contract; and</p> <p>Other contract documents that may be required by existing laws and/or specified in the <b><u>BDS</u></b>.</p>

## ***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><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 terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered <i>DA-ATI CALABARZON, Brgy. Lapidario, Trece Martires City, Cavite</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 are:</p> <p><i>PAS – Mr. Rolando V. Maningas</i>  <i>CMDS – Ms. Vira Elyssa L. Jamolin</i>  <i>ISS – Ms. Maridelle G. Jaurigue</i>  <i>PMEU – Ms. Sherylou C. Alfaro</i>  <i>AFU – Mr. Jaypee V. Patricio</i></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> <p>performance or supervision of on-site assembly and/or start-up of the supplied Goods;</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><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.</p>

**Transportation –**

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.

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.

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.

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.

2.2	The terms of payment shall be as follows:  a. every after the end of each activity; b. within thirty (30) calendars day upon submission of statement of account/billing statement; and c. services have been duly inspected and accepted.
4	No further instructions.



## *Section VI. Schedule of Requirements*

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
- 1 -	<b>PROVISION OF CATERING SERVICES FOR CENTER-BASED ACTIVITIES OF DA-ATI CALABARZON (JULY TO DECEMBER 2024)</b>	<b>1 LOT</b>	<b>1 LOT</b>	
	Season-long Training of Trainers on Vegetable Production, Postharvest Handling Technologies and Marketing (July 3 – September 13)	40 pax / 150 pax	40 pax / 150 pax	
	Training of Trainers on Farm Business School (July 10 – 19, 2024)	35 pax	35 pax	
	Refresher Course for LFT on Gender-Based Effectiveness Skills Training (G-BEST V2.0) (July 22 – 26, 2024)	35 pax	35 pax	
	General Staff Meeting (July 29, 2024)	50 pax	50 pax	
	Seminars on Urban Agriculture Along the Value Chain Batch 3 (Center-based with Kadiwa) (July 30, 2024)	65 pax	65 pax	
	Capability Enhancement for Farmer Leaders (Batch 5) (July 31 – August 2, 2024)	35 pax	35 pax	
	Training of Trainers (Training on Soybean Production) (August 7 – 9, 2024)	40 pax	40 pax	
	3-day Training on Urban Agriculture Batch 3 (August 19 – 21, 2024)	35 pax	35 pax	
	ATI ENGAGE: Quantifying Innovations: An Internal	58 pax	58 pax	

	Assessment (August 23, 2024)			
	Training on Writing Business/Enterprise Proposal (August 28 – 30, 2024)	35 pax / 50 pax	35 pax / 50 pax	
	Training on Nursery Establishment (September 17 – 20, 2024)	35 pax	35 pax	
	OA Month Celebration (Kabataang OA 2024) (September 19, 2024)	65 pax	65 pax	
	BSWM Trainings (September 23 – 27, 2024)	35 pax	35 pax	
	General Staff Meeting (October 7, 2024)	50 pax	50 pax	
	Training on Meat and Food Safety for Meat Inspectors (Good Hygienic Slaughtering Practices) (October 9 – 11, 2024)	32 pax	32 pax	
	Training on Cacao Production and Processing and Coconut Intercropping (October 21 – 25, 2024)	35 pax	35 pax	
	Seminars on Urban Agriculture Along the Value Chain Batch 4 (Center-based with Kadiwa) (October 24, 2024)	65 pax	65 pax	
	Training of Trainers (Training on Sorghum Production) (November 12-14, 2024)	40 pax	40 pax	
	Interagency Consultation (November 22, 2024)	40 pax	40 pax	
	Scholarship Year-End Assessment (December 6 – 7, 2024)	55 pax	55 pax	

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

## Technical Specifications

Item	Specification	Statement of Compliance
- 1 -	<b>PROVISION OF CATERING SERVICES FOR CENTER-BASED ACTIVITIES OF DA-ATI CALABARZON (MAY TO DECEMBER 2024)</b>	<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>
	The bidder's address or area of business must within Cavite Province	
	Season-long Training of Trainers on Vegetable Production, Postharvest Handling Technologies and Marketing (July 3 – September 13; Wed-Fri/week for 16 weeks); 40 pax; Full Board Meals	

	(July 5 – September 13; Wed-Fri/week for 16 weeks); 150 pax; AM Snacks	
	Training of Trainers on Farm Business School (July 10 – 19, 2024); 35 pax; Full board meals	
	Refresher Course for LFT on Gender-Based Effectiveness Skills Training (G-BEST V2.0) (July 22 – 26, 2024); 35 pax; Day 1 to 4: Full board meals Day 5: Breakfast to PM Snacks	
	General Staff Meeting (July 29, 2024); 50 pax; AM Snacks to PM Snacks	
	Seminars on Urban Agriculture Along the Value Chain Batch 1-4 (Center-based with Kadiwa) (July 30, 2024); 65 pax; Breakfast to PM Snacks	
	Capability Enhancement for Farmer Leaders (Batch 5) (July 31 – August 2, 2024); 35 pax;	
	Training of Trainers (Training on Soybean Production) (August 7 – 9, 2024); 40 pax; Full board meals	
	3-day Training on Urban Agriculture Batch 3 (August 19 – 21, 2024); 35 pax; Day 1 to 2: Full board meals Day 3: Breakfast to PM Snacks	
	ATI ENGAGE: Quantifying Innovations: An Internal Assessment (August 23, 2024); 58 pax; Full board meals	
	Training on Writing Business/Enterprise Proposal (August 28 – 29, 2024); 35 pax; Day 1 to 2: Full board meals  (August 30, 2024); 35 pax;	

	Day 3: Breakfast to PM Snacks	
	Training on Nursery Establishment (September 17 – 20, 2024); 35 pax; Day 1 to 3: Full board meals Day 4: Breakfast to PM Snacks	
	OA Month Celebration (Kabataang OA 2024) (September 19, 2024); 65 pax; Full board meals	
	BSWM Trainings (September 23 – 27, 2024); 35 pax; Day 1 to 4: Full board meals Day 5: Breakfast to PM Snacks	
	General Staff Meeting (October 7, 2024); 50 pax; AM Snacks to PM Snacks	
	Training on Meat and Food Safety for Meat Inspectors (Good Hygienic Slaughtering Practices) (October 9 – 11, 2024); 32 pax Full Board Meals	
	Training on Cacao Production and Processing and Coconut Intercropping (October 21 – 25, 2024); 35 pax; Day 1 to 4: Full board meals Day 5: Breakfast to PM Snacks	
	Seminars on Urban Agriculture Along the Value Chain Batch 1-4 (Center-based with Kadiwa) (October 24, 2024); 65 pax: Breakfast to PM	
	Training of Trainers (Training on Sorghum Production) (November 12-14, 2024); 40 pax; Full board meals	
	Interagency Consultation (November 22, 2024)	
	Scholarship Year-End Assessment (December 6 – 7, 2024); 55 pax; Day 1: Full board meals Day 2: AM Snacks & Lunch	

	Full board meals: Breakfast, AM Snacks, Lunch, PM Snacks and Dinner	
	Breakfast: inclusive of rice, main course with egg and fruits	
	AM and PM Snack: inclusive of either noodle/rice-based, sandwich or native Filipino snack with drinks	
	Lunch and Dinner: inclusive of rice, 1 main course (chicken/beef/fish/pork), *vegetable-based viand and dessert	
	<p>Sample menu:</p> <p>Breakfast (e.g. longanisa, fried egg, rice, fruit in season / Pork tapa, scrambled egg, rice, banana</p> <p>Lunch/Dinner (e.g. Caldereta, Chopsuey, rice, buko pandan) / Sinigang na bangus, Inihaw na liempo, rice, fruit in season</p> <p>AM/PM Snacks (e.g. Spaghetti with garlic bread, iced tea / 2 pieces medium-sized Turon, calamansi juice)</p>	
	Buffet services or packed (as needed in the activity/training)	
	There should be a different set of menus for simultaneous training/activity	
	For simultaneous training/activity, at least four (4) service crew is needed if one of the activities is more than thirty five (35) pax. Likewise, at least three (3) service crew may be assigned by the supplier if both activities are less than thirty five (35) pax	
	The service crew must wear Personal Protective Equipment (PPE) such as, hair net, and/or face mask to maintain proper sanitation in food handling	

	Free flow of coffee and water (with extra packets of tea and chocolate drinks)	
	Availability of basic condiments for food and coffee	
	Availability of mixed nuts throughout the training	
	Actual date of activities/trainings are subject to change	
	Menu will be provided by Training Management Staff prior to the activity	
	Additional meals and snacks may be provided when needed as requested by the Project Officer with provision of supplemental payment based on the contract cost per pax per meal/snack	
	Heavy meals and snacks: additional 1 main course/viand and/or extra servings	
	With provision of sample menu (at least 5 main courses and 3 snacks) by the winning bidder, for food tasting (good for 10 persons) before the conduct of the first activity	
	*The Training Management Staff may opt to change the vegetable-based viand as agreed by both parties	



**PROVISION OF CATERING SERVICES FOR CENTER-BASED ACTIVITIES OF DA-ATI CALABARZON (JULY TO DECEMBER 2024)  
BREAKDOWN OF BID AMOUNT**

PARTICULARS			AMOUNT						
Activity	Program	Date of Conduct	No. of Pax	No. of Days	Inclusive Meals (per day)	Unit Cost	Total Unit Cost per pax	Total Cost per pax	Total Cost
Season-long Training of Trainers on Vegetable Production, Postharvest Handling Technologies and Marketing	HVCDP	(July 3 – September 13; Wed-Fri/week for 10 weeks)	40	30	Full Board Meals				
		(July 5 – September 13; every Fri/week for 10 weeks)	150	10	AM Snacks				
Training of Trainers on Farm Business School	RCEF	July 10-19, 2024	35	10	Full board meals				
Refresher Course for LFT on Gender-Based Effectiveness Skills Training (G-BEST V2.0)	Rice	July 22-25, 2024	35	4	Full board meals				
		July 26, 2024	35	1	Breakfast to PM Snacks				
General Staff Meeting	Regular	July 29, 2024	50	1	AM Snacks to PM Snacks				
Seminars on Urban Agriculture Along the Value Chain Batch 1-4 (Center-based with Kadiwa)	NUPAP	July 30, 2024	65	1	Breakfast to PM Snacks				
Capability Enhancement for Farmer Leaders (Batch 5)	Rice	July 31-August 1, 2024	35	2	Full board meals				
		August 2, 2024	35	1	Breakfast to PM Snacks				
Training of Trainers (Training on Soybean Production)	Corn	August 7-9, 2024	40	3	Full board meals				
3-day Training on Urban Agriculture Batch 3	NUPAP	August 19-20, 2024	35	2	Full board meals				
		August 21, 2024	35	1	Breakfast to PM Snacks				

ATI ENGAGE: Quantifying Innovations: An Internal Assessment	Regular	August 23, 2024	58	1	Full board meals				
Training on Writing Business/Enterprise Proposal	Organic	August 28-29, 2024	35	2	Full board meals				
		August 30, 2024	50	1	Breakfast to PM Snacks				
Training on Nursery Establishment	CFIDP	September 17-19, 2024	35	3	Full board meals				
		September 20, 2024	35	1	Breakfast to PM Snacks				
OA Month Celebration (Kabataang OA 2024)	Organic	September 19, 2024	65	1	Full board Meals				
BSWM Trainings	Rice	September 23-26, 2024	35	4	Full board meals				
		September 27, 2024	35	1	Breakfast to PM Snacks				
General Staff Meeting	Regular	October 7, 2024	50	1	AM Snacks to PM Snacks				
Training on Meat and Food Safety for Meat Inspectors (Good Hygienic Slaughtering Practices )	Livestock	October 9-11, 2024	32	3	Full board Meals				
Training on Cacao Production and Processing and Coconut Intercropping	CFIDP	October 21-24, 2024	35	4	Full board meals				
		October 25, 2024	35	1	Breakfast to PM Snacks				
Training of Trainers (Training on Sorghum Production)	Corn	November 12-14, 2024	40	3	Full board meals				
Interagency Consultation	RCEF	November 22, 2024	40	1	Full board Meals				
Scholarship Year-End Assessment	Regular	December 6, 2024	55	1	Full board meals				
		December 7, 2024	55	1	AM Snacks & Lunch				

Seminars on Urban Agriculture Along the Value Chain Batch 1-4 (Center-based with Kadiwa)	NUPAP	October 24, 2024	65	1	Breakfast to PM Snacks				
<b>TOTAL BID AMOUNT (in words):</b>									

DESCRIPTION	COST PER PAX PER MEAL/SNACK			
<b>Full board meals:</b> Breakfast, AM Snacks, Lunch, PM Snacks and Dinner	<b>STANDARD</b>			
<i>Breakfast:</i> inclusive of rice, main course with egg and fruits				
<i>AM Snack:</i> inclusive of either noodle/rice-based, sandwich or native Filipino snack with drinks				
<i>Lunch:</i> inclusive of rice, 1 main course (chicken/beef/fish/pork), *vegetable-based viand and dessert				
<i>PM Snack:</i> inclusive of either noodle/rice-based, sandwich or native Filipino snack with drinks				
<i>Dinner:</i> inclusive of rice, 1 main course (chicken/beef/fish/pork), *vegetable-based viand and dessert				
<b>Cost per pax per day:</b>				

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Signature over Printed Name of Bidder

***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 Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

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

### *Class “B” Documents*

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

## II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form;
- (j) Original of duly signed and accomplished Breakdown of Bid Amount; **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.

