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Department of Agriculture

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BIDDING DOCUMENTS

FOR THE PROCUREMENT OF FOOD CATERING SERVICES FOR THE SECOND SEMESTER OF CY2024 TRAINING &ACTIVITIES

(ATI-RTC8-ITB-2024-05-003)

April 2024

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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.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



**INVITATION TO BID FOR
 PROCUREMENT OF FOOD CATERING SERVICES FOR THE SECOND SEMESTER
 OF CY2024 TRAINING & ACTIVITIES**

1. The **AGRICULTURAL TRAINING INSTITUTE- REGIONAL TRAINING CENTER 8 (ATI-RTC 8)**, through the FY 2024 General Fund (F01); Coconut Farmers and Industry Trust Fund (FO7) and Rice Competitiveness Enhancement Fund (F03) intends to apply the sum of **Three Million Eight Hundred Seven Thousand Fifty Pesos (Php 3,807,050.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Food Catering Services of ATI-RTC VIII Center-based Trainings/Activities for the 1st semester of 2024/ Identification No. ATI-RTC8-ITB-2024-05-003** being the Approved Budget for the Contract (ABC) to payments under the contract for 1 LOT per fund. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item No.	No. of Pax	Total ABC per Item
A. Food Catering Services of ATI-RTC VIII Center-based Trainings/Activities under General Fund (F101)	1,181	2,474,050.00
B. Food Catering Services of ATI-RTC VIII Center-based Trainings/Activities under Coconut Farmers and Industry Trust Fund (FO7)	200	453,000.00
C. Rice Competitive Enhancement Fund (F03)	130	880,000.00
GRAND TOTAL		Php3,807,050.00

2. The **Agricultural Training Institute- Regional Training Center 8 (ATI-RTC 8)** now invites bids for the *Procurement of Food Catering Services of ATI-RTC VIII Center-based Training/Activities for the 2nd Semester of 2024* Bidders should have completed, within **three (3) 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) 9184, otherwise known as the “Government Procurement Reform Act”.
 - 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 5183.

4. Interested bidders may obtain further information from **Agricultural Training Institute- Regional Training Center 8 (ATI-RTC 8) Bids and Awards Committee Secretariat** and inspect the Bidding Documents at the address given below during **8:00am to 5:00pm, Monday to Friday except during holidays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **May 24, 2024, 8:00am to 5:00pm** from the address 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 ONLY(PHP 5,000.00)***.
6. The **Agricultural Training Institute- Regional Training Center 8 (ATI-RTC 8)** will hold a Pre-Bid Conference on **May 30, 2024, 10:00am** at **ATI-RTC 8 Training Hall, VSU Campus, Visca, Baybay City, Leyte**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **June 13, 2024 at 10:00am**. 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 13, 2024 at 10:00am** at **ATI-RTC 8 Training Hall, VSU Campus, Visca, Baybay City, Leyte**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below.
10. The **AGRICULTURAL TRAINING INSTITUTE- REGIONAL TRAINING CENTER 8 (ATI-RTC 8)** 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

VENUS JUNE J. TAGHOY
Head BAC Secretariat
ATI-RTC 8
VSU Campus, Visca Baybay City, Leyte
Contact No. 563-7635/ 0917-105-0393
Email: atisms@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents: <https://ati2.da.gov.ph/ati-8/content/bids>

May 21, 2024


MELINDA P. PETALCORIN
Chairman, Bids and Award Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Agricultural Training Institute- Regional Training Center 8 (ATI-RTC 8)** wishes to receive Bids for the **Procurement of Food Catering Services of ATI-RTC VIII Center-based Trainings/Activities for the 2nd Semester of 2024** with identification number **ATI-RTC8-ITB-2024-05-003**.

The Procurement Project (referred to herein as “Project”) is composed of *3 item*, 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 in the amount of **Three Million Eight Hundred Seven Thousand Fifty Pesos (Php 3,807,050.00)**

2.2. The source of funding is:

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

Item No.	No. of Pax	Total ABC per Item
A. Food Catering Services of ATI-RTC VIII Center-based Trainings/Activities under General Fund (F101)	1,181	2,474,050.00
B. Food Catering Services of ATI-RTC VIII Center-based Trainings/Activities under Coconut Farmers and Industry Trust Fund (FO7)	200	453,000.00
C. Rice Competitiveness Enhancement Fund (F03)	130	880,000.00
GRAND TOTAL		Php3,807,050.00

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:
 - a. For the procurement of 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.
- 5.3. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
 - 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the

implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/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 5 *years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

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

- a. Philippine Pesos

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days*. 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

- 15.1 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”.
- 15.2 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.
- 15.3 The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 15.4 All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 17.
- 15.5 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized

representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

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:

Option 1 – One Project having one/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 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions.
- 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 20.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 20.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 20.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.

- 20.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 20.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

21. Signing of the Contract

- 21.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 21.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) 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;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the [BDS](#).

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause											
1.1	<p>The Procuring Entity is AGRICULTURAL TRAINING INSTITUTE-REGIONAL TRAINING CENTER 8 (ATI-RTC 8).</p> <p>The name of the Contract Procurement of Food Catering Services of ATI-RTC VIII Center-based Trainings/Activities for the 2nd semester of 2024. The identification number of the Contract is ATI-RTC8-ITB-2024-05-002.</p>										
2.1	<p>The Government of the Philippines (GOP) through <i>General Fund (F101)</i>; Coconut Farmers and Industry Trust Fund (F07) and Rice Competitiveness Enhancement Fund (F03) with the total amount of Three Million Eight Hundred Seven Thousand Fifty Pesos (Php 3,807,050.00)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Breakdown of Fund Source</u></th> <th style="text-align: right;"><u>Approved Budget Contract</u></th> </tr> </thead> <tbody> <tr> <td>1. General Fund (F01)</td> <td style="text-align: right;">P2,474,050.00</td> </tr> <tr> <td>2. Coconut Farmers and Industry Trust Fund (F07)</td> <td style="text-align: right;">P453,000.00</td> </tr> <tr> <td>3. Rice Competitiveness Enhancement Fund</td> <td style="text-align: right;">P880,000.00</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL ABC: Php 3,807,050.00</td> </tr> </tbody> </table>	<u>Breakdown of Fund Source</u>	<u>Approved Budget Contract</u>	1. General Fund (F01)	P2,474,050.00	2. Coconut Farmers and Industry Trust Fund (F07)	P453,000.00	3. Rice Competitiveness Enhancement Fund	P880,000.00	TOTAL ABC: Php 3,807,050.00	
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2. Coconut Farmers and Industry Trust Fund (F07)	P453,000.00										
3. Rice Competitiveness Enhancement Fund	P880,000.00										
TOTAL ABC: Php 3,807,050.00											
5.1	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Delivery of Food Catering Services, b. completed within the last three (3) years prior to the deadline for the submission and receipt of bids. 										
7.1	<i>Subcontracting is not allowed</i>										
12.1(a)(iv)	No incidental services are required.”										
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <u>Php 76,141.00</u> [(2%) of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>Php 190,352.50</u> [(5%) of ABC] if bid security is in Surety Bond. 										
15.3	Each Bidder shall submit ONE (1) original and FOUR (4) additional copies with tabbing of the first and second components of its bid.										
19.3	<i>The Project will be awarded as one (1 lot).</i>										
20.2	<i>“No additional requirement”</i>										

21.2	<i>"No additional requirement"</i>
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. **Scope of Contract**

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

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

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

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

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

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

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. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p>The Procuring Entity is AGRICULTURAL TRAINING INSTITUTE-REGIONAL TRAINING CENTER 8 (ATI-RTC 8)</p>
	<p>Delivery and Document–</p> <ol style="list-style-type: none"> a. Provision/delivery of catering services shall be made by the supplier in accordance with the terms and conditions specified in Section VI. Schedule of Requirements. b. Where there is an increase or decrease in the number of participants, the End-user shall inform the Supplier on the second day of the training/seminar. c. Delivery/project site shall be in the AGRICULTURAL TRAINING INSTITUTE-REGIONAL TRAINING CENTER 8 (ATI-RTC 8), VSU Campus, Visca, Baybay City, Leyte. d. Set-Up: mananged buffet <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is HAZEL GRACE T. TAGANAS, Center Director or her duly authorized representative.</p> <p>Incidental Services – <i>Not Applicable</i></p> <p>Transportation-</p> <p>The transport of food and equipment/tools needed for Catering Services to the Project Site shall be arranged by the Supplier, and their related costs shall be deemed included in the Contract Price.</p> <p>The Procuring Entity shall not be liable for the damage or spoilage of food and tools/equipment during transit.</p> <p>The Supplier shall likewise be responsible for the clean-up of Project Site and collection of its tools/equipment at no additional cost to the Procuring Entity.</p> <p>OTHER TERMS & CONDITIONS OF CONTRACT:</p> <ol style="list-style-type: none"> A. The Supplier shall provide the utensils, equipment and materials necessary for serving the foods required under the Contract. B. The Supplier must see to it that all the utensils, glasses, tools and equipment are clean and sterile. C. The Supplier shall provide its personnel with uniform, headdress, gloves and mask.

	<p>D. Any excess/leftover food of the catering services shall be turned over to the Procuring Entity at the end of each day.</p> <p>E. The Procuring Entity reserves the right to cancel or reschedule the delivery of catering services in cases of major institutional mandate/change, calamities, and force majeure upon formal notice to the Supplier at least two (2) days prior to the scheduled training/conference.</p> <p>F. The Procuring Entity reserves the right to substitute/reschedule trainings, and give a formal notice to the Supplier at least three (3) days prior to the schedule indicated in the Call-off.</p> <p>G. Any injury arising from the consumption of food, condiments or drinks served by the Catering Services Provider, shall be the sole liability of the Catering Services Provider.</p> <p>H. Any loss or damage to property incurred during the Catering Services Provider caused by its personnel either through negligence or otherwise, shall be borne by the Catering Services Provider.</p> <p>I. The Catering Services Provider shall be solely liable for any damages caused to third parties in the course of its operations, without prejudice to the right of the Procuring Entity to institute any action/s for any damages resulting therefrom.</p> <p>J. Sanctions for non-compliance with specifications/ requirements under the Contract committed by Supplier –</p> <ol style="list-style-type: none"> 1. Minor violations <ul style="list-style-type: none"> ○ Delays in serving food for not more than 3 times during the entire duration of one (1) training/seminar, without any justifiable cause - Warning ○ Delays in serving food of more than 3 times during the entire duration of one (1) training/seminar, without any justifiable cause – Liquidated damages to be deducted from billing. The supplier will be given an allowance of fifteen (15) minutes late; after that, 10% of the billed amount will be withheld as liquidated damages. 2. Other minor violations – Warning; Immediate rectification 3. Major violations of contract requirements – Those that may endanger the health/safety of the persons consuming the goods. <ul style="list-style-type: none"> • Rescission of contract with forfeiture of Performance Security, without prejudice to the filing of applicable case in court.
2	<p>Terms of Billing and Payment</p> <p><i>Patial payment is not allowed.</i></p>

	<p>After each training/activities completed, the Supplier is responsible for sending a billing statement complete with supporting documents(photos of food delivered, presented, and served per meal per day) to the Procuring Entity for processing of payment</p> <p>Billing Statements and photos may be submitted to ATI-RTC 8 representative or email to atisms@gmail.com every end of the activity/training.</p> <p>These shall then be processed by ATI-RTC 8 once the said required documents are verified and confirmed.</p>
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Section VI. Schedule of Requirements

The bidder shall provide ten (10) sets of menus which are nutritious, tasty, safe and clean. The menus shall be submitted together with the bid form.

From among the ten (10) submitted menu sets, the Procuring Entity shall choose the menu sets to be served for each day of every scheduled training. The Catering Service Provider shall be informed of the choice of menu sets at least three (3) calendar days before the start of each training through a written notice from the Procuring Entity signed by the Coordinator/ Project Officer and the HOPE, or his/her authorized representative.

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

NO.	TITLE OF ACTIVITY	DATE OF ACTIVITY	NO. OF DAYS	NO. OF PAX	FOOD DESCRIPTION	TOTAL	FOCAL PERSON & FUND SOURCE
A. Fund 01 Trainings/Activities							
1	FY 2024 MIDYEAR MANAGEMENT REVIEW AND FY 2025 BUDGET EXECUTION WORKSHOP	JULY 3-5, 2024	3	45	AM SNACKS, LUNCH, PM SNACKS	74,250.00	VJTT-REG
2	TRAINING ON RABBITRY PRODUCTION	JULY 3- 5, 2024	3	30	FULL MEAL	90,000.00	APG-LIVESTOCK
3	AGRI EXTENSION COURSE FOR NEW ENTRANTS (EDS) P1	JULY 8- 12, 2024	5	25	FULL MEAL	125,000.00	GJDN-REG
4	TRAINING ON BASIC AND ADVANCE GIS USING QGIS (BAFE)	JULY 8- 12, 2024	5	35	FULL MEAL	175,000.00	MHPS-RICE
5	AGRI EXTENSION COURSE FOR NEW ENTRANTS (EDS) P2	JULY 13-17, 2024	5	25	FULL MEAL	125,000.00	GJDN-REG
6	TOT ON FARM CLUSTERING AND CONSOLIDATION B4	JULY 8- 12, 2024	1	30	DINNER PACK	9,000.00	MPP-PAFES
			5	30	FULL MEAL	150,000.00	
7	TOT ON FARM CLUSTERING AND CONSOLIDATION B5	AUGUST 5- 9, 2024	1	30	DINNER PACK	9,000.00	MPP-PAFES
			5	30	FULL MEAL	150,000.00	
8	REFRESHER TRAINER COURSE ON BUFFALO ARTIFICIAL INSEMINATION	AUGUST 6-8, 2024	3	30	FULL MEAL	90,000.00	APG-LIVESTOCK
9	TOT ON FARM CLUSTERING AND CONSOLIDATION B6	AUGUST 12-16, 2024	1	30	DINNER PACK	9,000.00	MPP-PAFES
			5	30	FULL MEAL	150,000.00	
10	GMP ON MEAT PROCESSING	AUGUST 28- 30, 2024	3	30	FULL MEAL	90,000.00	APG-LIVESTOCK
11	IMPACTFUL DESIGNS FOR EFFECTIVE AGRI- KP (IDEA)	AUGUST 27- 29, 2024	3	24	FULL MEAL	72,000.00	JGS-REG
12	TRAINING ON AGRO- HYDROLOGY/ SWISA/ IA INSTITUTIONAL DEVELOPMENT (BSWM TRAINING)	AUGUST 27- SEPTEMBER 7, 2024	11	25	FULL MEAL	275,000.00	MHPS-RICE
13	ANIMAL WASTE MANAGEMENT	SEPTEMBER 10- 12, 2024	3	30	FULL MEAL	90,000.00	APG-LIVESTOCK
14	RICE PRODUCTION TECHNOLOGY UPDATES 2024 FOR RICE COORDINATORS IN REGION VIII	SEPTEMBER 16- 18, 2024	3	50	FULL MEAL	150,000.00	MHPS-RICE
15	TOT ON FARM CLUSTERING AND CONSOLIDATION B7	SEPTEMBER 16- 20, 2024	1	30	DINNER PACK	9,000.00	MPP-PAFES
			5	30	FULL MEAL	150,000.00	

19	GMP ON BANANA PROCESSING	OCTOBER 15-17,2024	3	25	FULL MEAL	75,000.00	MJPP-REG
20	REGIONAL ROLLOUT ON THE USE OF OUTCOME-BASED MEL TOOL FOR INTEGRATED RICE INTERVENTION	OCTOBER 21-25, 2024	5	25	BREAKFAST	31,250.00	BJLS-REG
		OCT 21 & 25, 2024	2	25	AM SNACKS	6,000.00	
		OCT 21, 2024	1	25	PM SNACKS	3,000.00	
		OCT 21 & 25, 2024	2	25	LUNCH	13,750.00	
		OCT 21-24, 2024	4	25	DINNER	27,500.00	
		OCT. 22, 2024	1	88	AM SNACKS & PM SNACKS (PACK)	10,560.00	
		OCT. 23, 2024	1	82	AM SNACKS & PM SNACKS (PACK)	9,840.00	
		OCT. 24, 2024	1	60	AM SNACKS & PM SNACKS (PACK)	7,200.00	
		OC. 22, 2024	1	20	LUNCH (PACK)	5,500.00	
		OC. 23, 2024	1	20	LUNCH (PACK)	5,500.00	
OC. 24, 2024	1	20	LUNCH (PACK)	5,500.00			
21	YEAR END MANAGEMENT REVIEW	DECEMBER 9-10, 2024	2	47	AM SNACKS, LUNCH, PM SNACKS	51,700.00	VJIT-REG
TOTAL						2,474,050.00	

B. Fund 07 (CFIDP) Trainings/Activities

1	TOT ON PRODUCTION OF COCONUT PRODUCTS AND BY- PRODUCTS (NON-FOOD)	JULY 1- 5, 2024	5	30	FULL MEAL	150,000.00	CMB-CFIDP
2	TECHNO GABAY PROGRAM (TGP)	JULY 25- 26, 2024	1	20	FULL MEAL	150.00	MPP-CFIDP
			2	150	FULL MEAL	1,000.00	
TOTAL						151,150.00	

C. Fund 03 (RCEF) Trainings/Activities

1	TOT ON FARM BUSINESS SCHOOL B1	JULY 8- 17, 2024	10	35	FULL MEAL	350,000.00	JFP-RCEF
2	TOT ON FARM BUSINESS SCHOOL B2	AUGUST 1-9-28, 2024	10	35	FULL MEAL	350,000.00	JFP-RCEF
3	REFRESHER COURSE ON INBRED RICE SEED PRODUCTION AND CERTIFICATION FOR POTENTIAL SEED GROWERS B1	NOVEMBER 12-14, 2024	3	30	FULL MEAL	90,000.00	JFP-RCEF
4	REFRESHER COURSE ON INBRED RICE SEED PRODUCTION AND CERTIFICATION FOR POTENTIAL SEED GROWERS B2	NOVEMBER 19-21, 2024	3	30	FULL MEAL	90,000.00	JFP-RCEF
TOTAL						880,000.00	

GRAND TOTAL (A+B+C): 3,807,050.00

Note: Schedule of Requirements must be notarized.

Additional food service or freebies indicated in the menu maybe included in the evaluation of the bid.

At the option of the Procuring Entity, the supplier shall provide catering services at the same terms and conditions in the event of additional seminars/trainings/meetings, provided that written notice is given by the HOPE, or her authorized representative at least five (5) calendar days prior to the conduct of the seminar/training.

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature over Printed Name
of Representative

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

[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.]

Technical Specifications		
Item	Specification	Statement of Compliance
1	<p>A. To provide food and services through “managed buffet” for the participants as provided in and in accordance with the set menu.</p> <p>Requirements:</p> <ol style="list-style-type: none"> 1. BREAKFAST <ul style="list-style-type: none"> ▪ Three (3) main courses ▪ Fruits ▪ Unlimited rice ▪ Bread and sandwich spread (good for no. of participants) ▪ coffee and hot choco ▪ Ready for serving at 6:30am 2. LUNCH / DINNER <ul style="list-style-type: none"> ▪ Three (3) main courses ▪ Choice of iced tea, juice or soda ▪ Soup ▪ Dessert ▪ Unlimited rice ▪ Ready for serving at 11:30am and 6:00pm 3. TWO (2) SNACKS <ul style="list-style-type: none"> ▪ AM/PM heavy snacks ▪ Choice of fruit juice or soda ▪ Ready for serving at 9:45am and 2:45pm 4. Buffet style, skirted buffet tables 5. Water dispensers with purified drinking water. 	

	<p>6. Flowing coffee and hot choco should be made available during the entire training/conference, and accompanied by sugar and creamer.</p> <p>7. Flowing coffee/ instant coffee should be made available early morning @ ATIng Bahay (dormitory) and accompanied by sugar and creamer.</p> <p>8. Dining tables and chairs with covers shall be provided by the caterer/supplier, including set-up at the ATI-RTC 8 training Hall.</p>	
	<p>B. To provide food and services for the number of participants based on the information given by the Procuring Entity through a notice signed by the Coordinator/ Project Officer and HOPE or his/her authorized representative, at least three (3) days prior to the training schedule.</p>	
	<p>C. During the training, to increase/ decrease the number of meals/ snacks to be served for the remaining days of a specific training schedule, to take effect on the second day, provided that a notice is given by the Procuring Entity not later than 3:00 PM on the first day of the training.</p>	
	<p>D. During the training, adjustment on any specific food/diet restrictions (due to religion or health reasons) of participants' meals shall made for the remaining days of a specific training schedule, to take effect on the second day provided that a notice is given by the Procuring Entity not later than 3:00 PM on the first day of the training.</p>	
	<p>E. Make substitutes to the menu for a specific training schedule due to justifiable reasons (unavailability in the market, red tide, supply and demand forces, tropical depression, advisory of nonslaughter, etc.) provided that notice is given to the Procuring Entity at least one (1) day prior to the schedule. Provided further that the change in the menu will not change the unit cost.</p>	
	<p>F. to reschedule or cancel the delivery of catering services during unexpected circumstances/ instances beyond the control of the Procuring Entity.</p>	
	<p>G. at the option of the Procuring Entity, the supplier shall provide catering services at the same terms and conditions in the event of additional seminars/trainings/ meetings, provided that written notice is given by the Project Officer or her authorized representative at least five (5) calendar days prior to the conduct of the activity.</p>	
	<p>Note: Technical Specification must be notarized</p>	

I hereby certify to comply with all the above Technical Specifications.

PREPARED BY:

Name and Signature of Supplier/Bidder

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
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).

Note: *All prospective bidders are requested to use index tabs (dog-ear tabs) in the bid proposals to be submitted to facilitate the checking of the requirements during the Opening of the Bids.*

Bid Form

Date: _____
Invitation to Bid¹ N^o: _____

*To: THE BAC CHAIRPERSON
The Agricultural Training-
Institute-Regional Training Center 8
VSU, Visca, Baybay City, Leyte*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* **FOOD CATERING SERVICES OF ATI-RTC VIII CENTER-BASED TRAININGS/ACTIVITIES FOR THE 1ST SEMESTER OF 2024** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in [BDS](#) provision for **ITB** Clause 18 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

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

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

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Within the Philippines

Name of Bidder _____ Invitation to Bid³ Number __. Page of ____.

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

_____ *[signature]*

_____ *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

³ If ADB, JICA and WB funded projects, use IFB.

Contract Agreement Form

THIS AGREEMENT made the ____ day of _____ 20____ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION **Invitation to Bid: [Insert Reference number]**

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

I/We⁴, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

⁴ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

