

Republic of the Philippines

Department of Agriculture

AGRICULTURAL TRAINING INSTITUTE-REGIONAL TRAINING CENTER VIII

Visayas State University (VSU), Visca, Baybay City, Leyte

Telephone No. (053) 563-7635 E-mail: atirtc8@ ati.da.gov.ph

URL: http://www.ati.da.gov.ph/ati-8; http://www.e-extension.gov.ph

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF CATERING SERVICES

(P.B. ATI-RTC8-2025-01-002)

(Subject to Framework Agreement)

Government of the Republic of the Philippines AGRICULTURAL TRAINING INSTITUTE REGIONAL TRAINING CENTER 8

VSU Campus, Visca, Baybay City, Leyte

Sixth Edition July 2020

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For

easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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.



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INVITATION TO BID FOR PROCUREMENT OF CATERING SERVICES FOR CY2025 CENTER-BASED TRAININGS/ACTIVITIES

1. The Agricultural Training Institute-Regional Training Center 8 (ATI-RTC 8), using a single-year Framework Agreement, through the General Appropriations Act (GAA) FY 2025, intends to apply the sum of SIX MILLION FIVE HUNDRED SIXTY NINE THOUSAND FIVE HUNDRED PESOS, being the ABC to payments under the contract treated as ONE LOT. Bids received in excess of the total cost per item shall be automatically rejected.

Item/Description	Unit Cost per	Quantity	Total ABC per item	
	(pax/head)	(pax/head)		
1-Catering Services for Vari	ous Training (cente	er-based) of ATI-RT	C 8	
Breakfast	200.00	5098	1,019,600.00	
AM Snack	150.00	6134	920,100.00	
Lunch	350.00	<i>57</i> 31	2,005,850.00	
PM Snack	150.00	5586	837,900.00	
Dinner	350.00	5103	1,786,050.00	
		GRAND TOTAL	₱6,569,500.00	

- 2. The Agricultural Training Institute-Regional Training Center 8 (ATI-RTC 8) now invites bids for Procurement of Catering Services For CY2025 Center-Based Trainings/Activities. Delivery of the Goods is required on the dates specified in the Call-off. Bidders should have completed, within 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) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 4. Prospective Bidders may obtain further information from Agricultural Training Institute-Regional Training Center 8 (ATI-RTC 8) and inspect the Bidding Documents at the address given below during 8:00am-5:00pm, Monday to Friday.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **January 20, 2025** from the given address and website(s) below *and upon payment* of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of TEN THOUSAND PESOS. The Procuring Entity shall allow the bidder to present its proof of payment for the via email at atisms@gmail.com.
- 6. The Agricultural Training Institute-Regional Training Center 8 (ATI-RTC 8) will hold a Pre-Bid Conference¹ on *January 24, 2025*, at 10:00am at ATI-RTC 8 Training Hall and/or through video conferencing or webcasting *via google meet*, which shall be open to prospective bidders.
 - Prospective bidders who will join through video conferencing or webcasting via **Google Meet** may use this meeting link: https://meet.google.com/trx-uckx-qit
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *February 06, 2025*, 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 *February 06, 2025*, at *10:00am* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The Agricultural Training Institute-Regional Training Center 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 Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

VENUS JUNE J. TAGHOY

Head BAC Secretariat ATI-RTC 8 VSU Campus, Visca Baybay City, Leyte Contact No. 563-7635/ 0917-105-0393

¹ 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.

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

January 15, 2025

CONCEPCION B. MIRO

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 Catering Services For CY2025 Center-Based Trainings/Activities under a Framework Agreement, with identification number *P.B. ATI-RTC8-2025-01-002*.

The Procurement Project (referred to herein as "Project") is composed of 1 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 *CY2025* in the amount of SIX MILLION FIVE HUNDRED SIXTY NINE THOUSAND FIVE HUNDRED PESOS.

2.2. The source of funding is:

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. 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 three year prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS.**
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
 - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account.

Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

² 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.

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 **one (1) additional hard copy** and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB.**
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
 - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for 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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the

- procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB					
Clause					
5.3	For this purpose, contracts similar to the Project shall be:				
	a. Procurement of Catering Services.				
	b. completed within three years prior to the deadline for the submission and receipt of bids.				
7.1	No further instruction.				
12	The price of the Goods shall be quoted DDP <i>BAYBAY CITY</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:				
	a. The amount of not less than ₱131,390.00 [(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 ₱328,475.00 [(5%) of ABC] if bid security is in Surety Bond.				
19.3	PROCUREMENT OF CATERING SERVICES FOR CY2025 CENTER-BASED TRAININGS/ACTIVITIES in the total amount of SIX MILLION FIVE HUNDRED SIXTY NINE THOUSAND FIVE HUNDRED PESOS				
20.2	[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]				
	1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)				
	2. Sanitary permit (Sec. 14, Chapter III, PD 856 "The Code on Sanitation of the Philippines")				
	3. Health Certificate/s of Food Handler/s (Sec. 15, Chapter III, PD 856)				
21.2	[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]				
	No additional requirement.				

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *In the case* of Framework Agreement, the Bidder may opt to furnish the **performance security or a Performance Securing Declaration** as defined under the Guidelines on the Use of Framework Agreement.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC	•		
Clause			
1	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]		
	Delivery and Documents –		
	a. Provision 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 the ATI-RTC 8, VSU Campus, Visca, Baybay City, Leyte		
	d. The Catering Services Provider shall submit a complete menu at least one (1) week prior to implementation of the Framework Agreement, and the list may be updated from time to time. The choice of set menu for each training/conference activity shall be with written notice or approval by the Procuring Entity's authorized representative.		
	e. Upon delivery of the Supplier of the food at the project site, the following documents shall be presented to the Procuring Entity, through the authorized representative:i. Delivery Receipt		
	f. For purposes of this Clause the Procuring Entity's Representative at the Project Site is:		
	HAZEL GRACE T. TAGANAS Center Director		
	Incidental Services – Not applicable		
	Transportation –		
	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.		
	The Procuring Entity shall not be liable for the damage or spoilage of food and tools/equipment during transit. responsible for the clean-up of Project		

The Supplier shall likewise be Site and collection of its tools/equipment at no additional cost to the Procuring Entity.

OTHER TERMS & CONDITIONS OF CONTRACT:

- 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, apron, headdress, gloves and mask.
- D. Any excess/leftover food of the catering services shall be turned over to the Procuring Entity at the end of each day.
- 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.
- 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.
- 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.
- 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.
- 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.
- J. Sanctions for non-compliance with specifications/ requirements under the Contract committed by Supplier
 - 1. Minor violation
 - Delays in serving food in every meal in all trainings/activities, without any justifiable cause – Liquidated damages to be deducted from billing.
 - A one-tenth of one percent (0.001) of the billed amount will be withheld as liquidated damages.
 - 2. Major violations of contract requirements
 - Those that may endanger the health/safety of the persons consuming the goods- Rescission of contract with forfeiture of Performance Security, without prejudice to the filing of applicable case in court.
 - The sum of liquidated damages reach ten percent (10%) of the contract amount - the contract shall automatically be rescinded by the Procuring Entity, without prejudice to other courses of action and

	remedies open to it. The Procuring Entity may also take over the contract or award the same to a qualified supplier through negotiation.
2.2	Partial payment is not allowed. After each training/conference is completed, the Supplier is responsible for sending a billing statement complete with supporting documents to the Procuring Entity for processing of payment.

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
I	Catering services during center-based trainings/activities of ATI-RTC 8	27,652	₱6,569,500.00	Within specific date/time indicated in the Call-Off (see attached Framework Agreement List for the Indicative CALL-OFF Order Schedule)

Name of Company	Signature over Printed Name of	 Date
	Duly Authorized Representative	

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

FRAMEWORK AGREEMENT LIST (ATI-RTC 8) (Indicative CALL-OFF Order Schedule for CY 2025)

	Item / Service Type and nature of each item/service	Cost per item or service	Maximum Quantity	Total Cost per Item
I	Catering services during center-based trainings/activities of ATI-RTC 8			
	1. TRAINING OF TRAINERS (TOT) ON CORN PRODUCTION AND MANAGEMENT, MARCH 3-12, 2025, full meal	1,200.00	350	420,000.00
	2. FROM FARM TO FEMME: CELEBRATING WOMEN'S CONTRIBUTION IN AGRICULTURE, MARCH 4-5, 2025, full meal	1,200.00	120	144,000.00
	3. BASIC TRAINING IN ARTIFICIAL INSEMINATION AND PREGNANCY DIAGNOSIS FOR LARGE RUMINANTS, MARCH 23, 2025, dinner only	350.00	20	7,000.00
	MARCH 24-29, 31- APRIL 5, 2025, full meal	1,200.00	240	288,000.00
	GRADUATION, APRIL 21, 2025, breakfast, AM snack, Lunch	700.00	25	17,500.00
	4. TOT ON GAP ANCHORED LOWLAND VEGETABLE PRODUCTION , MARCH 31- APRIL 4, 2025, full meal	1,200.00	175	210,000.00
	5. WOMEN'S MONTH 2025 , MARCH 3, 2025, dinner only	350.00	60	21,000.00
	WOMEN'S MONTH 2025 (INTERNATIONAL WOMENS DAY), MARCH 7, 2025, lunch only	350.00	50	17,500.00
	WOMEN'S MONTH 2025 (GAD BACK TO THE COMMUNITY), MARCH 19, 2025, breakfast, AM&PM snack, lunch	850.00	35	29,750.00
	WOMEN'S MONTH 2025 (CULMINATION), MARCH 28, 2025, AM&PM snack, lunch	650.00	50	32,500.00
	6. STAFF MEETING, MARCH, SEPTEMBER & DECEMBER 2025, AM&PM snack, Lunch	650.00	150	97,500.00

150.00	75	11,250.00
1,200.00	15	18,000.00
	60	39,000.00
1,200.00	160	192,000.00
1,200.00	99	118,800.00
1,200.00	90	108,000.00
1,200.00	90	108,000.00
1,200.00	90	108,000.00
1,200.00	175	210,000.00
1,200.00	175	210,000.00
1,200.00	140	168,000.00
1,200.00	105	126,000.00
1,200.00	160	192,000.00
1,200.00	105	126,000.00
,	150	180,000.00
1,200.00	90	108,000.00
1,200.00	165	198,000.00
1,200.00	120	144,000.00
	1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00	1,200.00 15 650.00 60 1,200.00 160 1,200.00 99 1,200.00 90 1,200.00 90 1,200.00 175 1,200.00 175 1,200.00 140 1,200.00 105 1,200.00 105 1,200.00 150 1,200.00 90 1,200.00 160 1,200.00 165

25. TRAINING ON CRAFTING OF CLUSTER DEVELOPMENT PLAN OR RICE CLUSTERS B3, JUNE 23-27, 2025, full meal	1,200.00	160	192,000.00
26. TRAINING OF TRAINERS (TOT) ON GAP IN RICE B2, JUNE 23-27, 2025, full meal	1,200.00	140	168,000.00
27. BASIC MEAT INSPECTION COURSE, JUNE 23- JULY 4, 2025, full meal	1,200.00	500	600,000.00
28. WRITING FOR INSPIRING NARRATIVES (WIN), JULY 8-10, 2025, full meal	1,200.00	75	90,000.00
29. TRAINING ON BAMBOO PRODUCTION, JULY 9-11, 2025, full meal	1,200.00	105	126,000.00
30. MIDYEAR MANAGEMENT REVIEW AND BUDGET EXECUTION WORKSHOP, JULY 14-16, 2025, AM&PM snack, lunch	650.00	150	97,500.00
31. IMPACTFUL DESIGNS FOR EFFECTIVE AGRI-KPS (IDEA), JULY 22-24, 2025, full meal	1,200.00	75	90,000.00
32. SUPPORT TO CLUSTER 1 RDE REVIEW, JULY 24, 2025, full meal	1,200.00	60	72,000.00
33. TRAINING ON RABBITRY PRODUCTION AND ENTERPRISE DEVELOPMENT, AUGUST 5-7, 2025, full meal	1,200.00	90	108,000.00
34. RAED TRAININGS (AFMECH-RELATED TRAINING ACTIVITIES), SEPTEMBER 1-3, 2025, full meal	1,200.00	175	210,000.00
35. ANIMAL WASTE MANAGEMENT, SEPTEMBER 9-11, 2025, full meal	1,200.00	90	108,000.00
36. GMP ON MEAT PROCESSING, OCTOBER 7- 9, 2025, full meal	1,200.00	90	108,000.00
37. OA MONTH CELEBRATIN (4TH NATIONAL KABATAANG OA QUIZ BEE, POSTER MAKING CONTEST, PAGKAING OA, TIYAK NA OK CONTEST), OCTOBER 5, 2025, dinner only	350.00	37	12,950.00
OCTOBER 6, 2025 OCTOBER 7, 2025	1,200.00 200.00	37 37	44,400.00 7,400.00
38. TRAINING ON FARM BUSINESS SCHOOL ON ORGANIC AGRICULTURE FOR PGS ACCREDITED GROUP OR TRAINING ON ORGANIC PRODUCT POST HARVEST TECHNOLOGIES AND ORGANIC PRODUCT PROCESSING AND PRODUCT LABELLING FOR PGS GROUP AND OA LIVEHOOD, OCTOBER 13- 17, 2025, full meal	1,200.00	175	210,000.00
39. RECOGNITION OF EXTENSION SERVICE PROVIDERS, OCTOBER 2025, AM snack and Lunch	500.00	70	35,000.00
OCTOBER 2025, breakfast only	200.00	15	3,000.00

	40. OALEVELUP: CAPABILITY BUILDING FOR LOCAL GOVERNMENT UNITS ON ORGANIC AGRICULTURE, OCTOBER 20-23, 2025, full meal	1,200.00	200	240,000.00
	41. OALEVELUP: CAPABILITY BUILDING FOR LOCAL GOVERNMENT UNITS ON ORGANIC AGRICULTURE, OCTOBER 27- 300, 2025, full meal	1,200.00	200	240,000.00
	42. 18-DAY CAMPAIGN TO END VAW, NOVEMBER 28, 2025, AM&PM snack, lunch	650.00	55	35,750.00
	43. YEAR-END MANAGEMENT REVIEW, DECEMBER 1- 2, 2025, AM&PM snack, lunch	650.00	100	65,000.00
	44. BAC MEETINGS, JANUARY- DECEMBER 2025, AMsnack only	150.00	378	56,700.00
	TOTAL (Approved Budget for the Contract)		27,652	₱ 6,569,500.00
E	Expected delivery timeframe after receipt of a Call-Off.		t date indica	ated in the Call-

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

[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

TECHNICAL SPECIFICATIONS					
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance		
	27,652	A. To provide food and services through "managed buffet" for the participants as provided in and in accordance with the set menu. Requirements: 1. BREAKFAST 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 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 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.
	6. Flowing coffee and hot choco should be made available during the entire training/conference, and accompanied by sugar and creamer.
	7. Maintain cleanliness of coffee/tea station inside training hall.
	8. Flowing coffee/ instant coffee should be made available early morning (5:00am) @ ATIng Bahay (dormitory) and accompanied by sugar and creamer.
	9. Dining tables and chairs with covers shall be provided by the caterer/supplier, including set-up at the ATI-RTC 8 training Hall.
I hereby certify that specifications are true a	the statement of compliance to the foregoing technical nd correct.

Signature over Printed Name of

Duly Authorized Representative

Date

Name of Company

BID FORM

Date:
Project Identification No. :
To: [name and address of Procuring Entity]
Having examined the Philippine Bidding Documents (PBDs) including the
Supplemental or Bid Bulletin Numbers, the receipt of which is hereby duly
acknowledged, we, the offer to supply/deliver CATERING SERVICES FOR CY 2025
CENTER-BASED TRAININGS/ACTIVITIES in conformity with the said PBDs for the sum of:

Item	Description	Maximum	BID PER UNIT
		Quantity	(Amount in figure)
		(Pax)	
I	Catering Services for CY 2025 Center-Bas	ed Trainings/Act	ivities
	Breakfast	5098	
	AM Snack	6134	
	Lunch	<i>57</i> 31	
	PM Snack	5586	
	Dinner	5,103	
	TOTAL	27,652	

or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules.

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- b. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of Agent Currency Commission or gratuity

(if none, state "None")]
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.
We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.
We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.
The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].
We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.
Name:
Legal capacity:Signature:
Duly authorized to sign the Bid for and behalf of:

Date: _____

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 Do	ocuments Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technic</u>	al 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 aftersales/parts, if applicable; and
(f)	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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.
Financia	al Documents
(g)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or A</u> 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.
FINANC	AL COMPONENT ENVELOPE
(i) (j)	Original of duly signed and accomplished Financial Bid Form; and Original of duly signed and accomplished Price Schedule(s).

Other do	cumentary requirements under RA No. 9184 (as applicable)
(k)	[For foreign bidders claiming by reason of their country's extension of
	reciprocal rights to Filipinos] Certification from the relevant government
	office of their country stating that Filipinos are allowed to participate in
	government procurement activities for the same item or product.
(l)	Certification from the DTI if the Bidder claims preference as a Domestic
	Bidder or Domestic Entity.

OTHER FORMS

- I. Statement of Single Largest Completed Contract
- II. Statement of All On-Going Contracts
- III. Bid Securing Declaration
- IV. Omnibus Sworn Statement
- V. Performance Securing DeclarationVI. Framework Agreement (Contract)
- VII. Call-off
- VIII. Sample Billing Statement

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT						
NAME OF CLIENT AND ADDRESS NAME/ NATURE OF CONT		KIND OF GOODS	CONTRACT PERIOD (DATE)		AMOUNT OF	DATE OF
			FROM	ТО	CONTRACT COMPLETED	DELIVERY
This is to certify that the		(Name of F	l Ridder's comp	any) has comple	ted the Contrac	et with
This is to certify that the (Name of Bidder's company) has completed the Contract with details indicated above, within the last three (3) years.						
SIGNATURE OVER PRINTED NAME (Authorized Representative)		DATE	_			

Instructions:

⁽¹⁾ SLCC should have been completed within 3 years prior to deadline of submission of bid.

⁽²⁾ Attach copy of Contract and Certificate of Final Acceptance or similar document for private contract.

This is to certify that the (Name of Bidder's company) has the following on-going contracts:							
NAME OF CLIENT AND NAME / NATURE OF ADDRESS CONTRACT		KIND OF GOODS CONTRACT P SOLD (DATE)			DATE OF DELIVERY	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS
			FROM	то			
A. Government Contracts					l		1
B. Private Contracts							_
					_		
	SIGNATURE OVER PRINTED NAME (Authorized Representtative)			DATE			

Instructions:

⁽¹⁾ List ALL on-going contracts, including those awarded but not yet started. Use additional sheets when necessary.

⁽²⁾ If there are no on-going contract/s, indicate "NONE" or "NOT APPLICABLE".

⁽³⁾ Total Value of Outstanding Contracts should be consistent with amount used in the computation of NFCC.

BID SECURING DECLARATION FORM

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF	S.S

BID SECURING DECLARATION

Invitation to Bid: [Insert Reference number]

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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].

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant

[Jurat]

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

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; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 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;

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

- 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.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto Philippines.	o set my hand this day of, 20 at
	Bidder's Representative/Authorized Signatory

Framework Agreement

KNOW ALL MEN BY THESE PRESENTS:

Philippi	ines	with	by and between [nam office	address	-	he at by
			and hereinafter			_
	IE PROCURING ENTIT					
	and					
addres	s at		existing under the law	, represente	d by	its
		, hereinafter	refe	rred to as the "THE	SUPPLIER",	
	WITNESSETH,that:					
	WITNESSETH, that: WHEREAS, THE PRO		cided to use Framewo	rk Agreement on it	s procureme	nt

and desirable to address and satisfy the needs of THE PROCURING ENTITY but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the

Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Article I GENERAL CONSIDERATIONS

- 1. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.
- 2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof

- 3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (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 Framework Agreement List and the Technical Specifications;
 - (c) the General Conditions of Contract:
 - (d) the Special Conditions of Contract;
 - (e) the Performance Security or Performance Securing Declaration;
 - (f) the Procuring Entity's Notice to Execute Framework Agreement;
 - (g) Mini Competition, when necessary; and
 - (h) Call-Offs.

Articl	e	II
DURAT	TI (NC

The term of this Agreement shall be from ______to _____unless sooner revoked by both parties.

Article III CONSIDERATION

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER commits to deliver the goods and perform the services subject to the conditions of the Call-off.

Article V OBLIGATION TO ANSWER A CALL-OFF

Once THE PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off. Failure on the part of THE SUPPLIER to deliver goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.

Article VI TERMS AND CONDITIONS

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

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 Entity)	the	(for the Procuring			
Signed, sealed, delivered by	the	(for the Supplier)			

CALL-OFF							
		A					
		Agency					
Supplier:			C.O. No.:				
Address:			Date:				
Ma'm/Sir:							
Please furnish	this Office th	e following articles subject to the terms and condition	s contained here	in:			
Place of delivery			Delivery 7	Γerm:			
Date of							
delivery:			Payment 7	Term:			
Quantity	Unit	Description	Inventory	Unit Cost	Amount		
(Total Amount in Words) Please see attached Terms and Conditions							
Please see attached Terms and Conditions							
			Very truly y	ours,			
				Authoriz	zed Official		
Conforme:							
Signature over Printed Name of Supplier							
Signa	iture over Pr	inted Name of Supplier					
	 Date						
Funds availa	ble:						
			ALODON				
			ALOBS No				
	Chief Accountant	Amount					

BILLING STATEMENT

(Sample Format)

Title of Training/Activity:

No. of Days	Date of Activity	No. of Pax/heads				
		Breakfast	AM Snack	Lunch	PM Snack	Dinner
Day 0						
Day 1						
Day 2						
Day 3						
Day 4						
Day 6						
Day 7						
Day 8						
Day 9						
Day 10						
Total No. of pa	x					
Unit Price		₽	₽	₽	₽	₽
Sub-Total		₽	₽	₽	₽	₽
			Ó	Grand Total	₱	

Prepared by:		
Noted/Approved by:		

