

PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines

**PROCUREMENT FOR THE SUPPLY AND DELIVERY OF
VARIOUS CATERING SERVICES THROUGH FRAMEWORK
AGREEMENT FOR THE DEPARTMENT OF TOURISM**

**Project Identification Number: DOT-BAC IB 2023-032 (2nd
Posting)**

**Sixth Edition
July 2020**

Statement of all its Ongoing Government & Private Contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature & complexity to the contract to be bid

Business Name : _____

Business Address : _____

[illegible]

| | |
|--------------|----------------------------|
| Submitted by | : |
| Designation | : |
| Date | : |
| | (Printed Name & Signature) |

Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid within the last five (5) years

Business Address : _____

[illegible]

Note: This statement shall be supported with the end-user's acceptance or official receipts(s) or sales invoice issued for the contract

| | | |
|--------------|---|----------------------------|
| Submitted by | : | |
| Designation | : | (Printed Name & Signature) |
| Date | : | |

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
Project Identification No.: *[Insert 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 procurement 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 No. 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; and
 - 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 OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing 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 set my hand this ___ day of ___, 20___ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

ANNEX E

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

| | Amount |
|---------------------------------------|--------|
| Current Assets | |
| Minus: Current Liabilities | |
| Sub-Total | |
| Multiplied by 15 | |
| Sub-Total | |
| Minus: Value of Outstanding Contracts | |
| NFCC | |

Submitted By:

Name of the Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

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 *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* 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;
- c. 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 of agent | Amount and Purpose of 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: _____

ANNEX G

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of _____

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

ANNEX JVA

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____,
of legal age, (civil status), owner/proprietor of _____ and a
resident of _____.

- and -

_____, of legal age, (civil status), owner/proprietor of _____
a resident of _____.

THAT both parties agree to join together their manpower, equipment, and what is
need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of
the here-under stated project to be conducted by the (Name of the Procuring Entity).

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agrees to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____
shall be the Official Representative of the Joint Venture, and is granted full power and
authority to do, execute and perform any and all acts necessary and/or to represent the Joint
Venture in the bidding as fully and effectively and the Joint Venture may do and if personally
present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated
Projects until terminated by both parties.

Done this _____ day of _____, in the year of our Lord _____.

Table of Contents

| | |
|--|-----------|
| Glossary of Acronyms, Terms, and Abbreviations | 2 |
| Section I. Invitation to Bid..... | 5 |
| Section II. Instructions to Bidders..... | 8 |
| 1. Scope of Bid | 10 |
| 2. Funding Information..... | 10 |
| 3. Bidding Requirements | 10 |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices..... | 10 |
| 5. Eligible Bidders..... | 10 |
| 6. Origin of Goods | 11 |
| 7. Subcontracts | 11 |
| 8. Pre-Bid Conference | 11 |
| 9. Clarification and Amendment of Bidding Documents | 11 |
| 10. Documents comprising the Bid: Eligibility and Technical Components | 11 |
| 11. Documents comprising the Bid: Financial Component | 12 |
| 12. Bid Prices | 12 |
| 13. Bid and Payment Currencies | 13 |
| 14. Bid Security | 14 |
| 15. Sealing and Marking of Bids | 14 |
| 16. Deadline for Submission of Bids | 14 |
| 17. Opening and Preliminary Examination of Bids | 14 |
| 18. Domestic Preference | 15 |
| 19. Detailed Evaluation and Comparison of Bids | 15 |
| 20. Post-Qualification | 16 |
| 21. Signing of the Contract | 16 |
| Section III. Bid Data Sheet | 18 |
| Section IV. General Conditions of Contract | 21 |
| 1. Scope of Contract | 22 |
| 2. Advance Payment and Terms of Payment | 22 |
| 3. Performance Security | 22 |
| 4. Inspection and Tests | 22 |
| 5. Warranty | 23 |
| 6. Liability of the Supplier | 23 |
| Section V. Special Conditions of Contract | 24 |
| Section VI. Schedule of Requirements | 26 |
| Section VII. Technical Specifications | 29 |
| Section VIII. Checklist of Technical and Financial Documents | 40 |

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR *THE PROCUREMENT FOR THE SUPPLY AND DELIVERY OF VARIOUS CATERING SERVICES THROUGH FRAMEWORK AGREEMENT FOR THE DEPARTMENT OF TOURISM*

1. The *Department of Tourism*, using a *single-year* for a duration of *one year* Framework Agreement, through the FY 2023 GAA intends to apply the sum of ***Two Million Seven Hundred Forty Thousand Pesos (PhP2,740,000.00)***, inclusive of applicable taxes, being the ABC to payments under the contract for the ***“Procurement for the Supply and Delivery of Various Catering Services through Framework Agreement for the Department of Tourism” (Project Identification No. DOT-BAC IB No. 2023-032 (2nd Posting)***. Bids received in excess of the ABC shall be automatically rejected.
2. The *Department of Tourism* now invites bids for ***Procurement for the Supply and Delivery of Various Catering Services through Framework Agreement for the Department of Tourism***. Delivery of the Goods is required within after ***issuance of a Call-Off or any date determined by the PE***. Bidders should have completed, within ***five (5) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary ***“pass/fail”*** criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DOT and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***18 October to 06 November 2023 (8:00 a.m. to 5:00 p.m)*** and ***07 November 2023 (up to 9:00 a.m. only)*** 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 ***PhP5,000.00 or deposited to:***

| | |
|--------------------|---|
| Account Name | Department of Tourism-Regular Trust |
| Account Number | 00-0-05002-407-4 |
| Beneficiary's Bank | Development Bank of the Philippines (DBP) |
| Bank Branch | F. Zobel Branch |
| Address | 809 J.P Rizal corner F. Zobel St., Makati City, Philippines |

(Note: Please send a copy of the Transaction report or any proof of payment at the email address moalmazan@tourism.gov.ph)

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of DOT, provided that **bidders shall pay the non-refundable fee for the Bidding Documents** not later than the submission of their bids.

6. The **DOT** will hold a Pre-Bid Conference on **25 October 2023 at 10:30 a.m.** at the **4th Floor, Conference Room, DOT Bldg., No. 351 Sen. Gil Puyat Avenue, Makati City**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission **on or before 07 November 2023 at 9:00 a.m. only** at the office address indicated below. 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 **07 November 2023 at 10:00 a.m.** at the **4th Floor, Conference Room, DOT Bldg., No. 351 Sen. Gil Puyat Avenue, Makati City**.
10. All documents shall be current and updated and any missing document in the checklist is a ground for outright rejection of the bid. Bidder shall submit **one (1) original** and **five (5) photocopies** of the first and second components of its bid in sealed envelope.

To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the checklist when placed in an Envelope, with documents bounded, tabbed and labeled accordingly.

11. The **DOT** 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 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:
Mr. GODOFREDO R. MALDONADO, JR.
Head, DOT-BAC Secretariat
Procurement Management Division
4th Floor, DOT Bldg., 351 Sen. Gil Puyat Ave., Makati City
Telephone Nos. 8459-5200 to 30 Loc. 425
Email Address: grmaldonado@tourism.gov.ph
Website Address: www.tourism.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: www.tourism.gov.ph / www.philgeps.gov.ph

ASEC. REYNALDO L. CHING
DOT-BAC Chairperson

17 October 2023



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Tourism* wishes to receive Bids for the *Procurement for the Supply and Delivery of Various Catering Services through Framework Agreement for the Department of Tourism*, with identification number DOT-BAC IB No. 2023-032 (2nd Posting).

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for General Appropriations Act 2023 in the amount of ***Two Million Seven Hundred Forty Thousand Pesos (PhP2,740,000.00)***.

2.2. The source of funding is the ***General Appropriations Act 2023***.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: Subcontracting is not allowed.

- 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 *{insert if applicable}* 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 *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 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, 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**.
- 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 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 *February 22, 2024*. 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.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

16. Deadline for Submission of Bids

- 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

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

- 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:

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

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

20. Post-Qualification

- 20.1. 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

Bid Data Sheet

| ITB Clause | |
|------------|--|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Services of caterer to provide meals and drinks during meetings.</i> b. completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>Subcontracting is not allowed.</i> |
| 12 | <i>Price of Goods shall be DDP. All costs at the account of the supplier until final delivery to the end-user and acceptance. .</i> |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>PhP54,800.00</i>, 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 <i>PhP137,000.00</i> if bid security is in Surety Bond. |
| 15 | <p>Each Bidder shall submit one (1) original and five (5) copies of the first and second components of its Bid.</p> <p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".</p> <p>Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>The original and the number of copies of the Bid shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.</p> <p>All envelopes shall:</p> <ul style="list-style-type: none"> (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; (d) bear the specific identification of this bidding process; and |

| | |
|------|--|
| | <p>(e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.</p> <p>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.</p> |
| 19.3 | <i>No further instructions.</i> |
| 20.2 | <i>No further instructions.</i> |
| 21.2 | <i>No further instructions.</i> |

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 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

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is: ATTY. JOVENCIO M. ZARAGOZA Project Officer Email: jmzaragoza@tourism.gov.ph</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and |
| | <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> |
| 2.2 | <p><i>Payment shall be made after acceptance of the Statement of Account.</i></p> |
| 4 | <p>The deliverables shall be subject to the inspection and acceptance of the DOT's authorized representative(s).</p> |

Section VI. Schedule of Requirements

Annex "A"

| FRAMEWORK AGREEMENT LIST (DEPARTMENT OF TOURISM) | | | | | | |
|--|--------------------------------------|-----------------|-------------------------|-----------------|--------------------------------------|------------------|
| Item/ Service Type and Nature of each item/ service | Cost per item or service* | | Maximum Quantity | | Total Cost per item | |
| | Standard | Upgraded | Standard | Upgraded | Standard | Upgraded |
| BELOW 30 | | | | | | |
| Snacks | 200 | 300 | 500 | 500 | 100,000.00 | 150,000.00 |
| Breakfast/ Lunch/ Dinner (Buffet/ Packed) | 400 | 500 | 500 | 500 | 200,000.00 | 250,000.00 |
| BELOW 100 | | | | | | |
| Snacks | 180 | 280 | 1,000 | 1,000 | 180,000.00 | 280,000.00 |
| Breakfast/ Lunch/ Dinner (Buffet/ Packed) | 380 | 480 | 1,000 | 1,000 | 380,000.00 | 480,000.00 |
| ABOVE 100 | | | | | | |
| Snacks | 150 | 250 | 600 | 600 | 90,000.00 | 150,000.00 |
| Breakfast/ Lunch/ Dinner (Buffet/ Packed) | 350 | 450 | 600 | 600 | 210,000.00 | 270,000.00 |
| TOTAL | | | | | 1,160,000 | 1,580,000 |
| Expected delivery time/frame after receipt of a call-off | | | | | Date and Time of Activity | |

Prepared by:


Jovencio M. Zaragoza
 Director, Administrative Service

I hereby commit to deliver the required quality and quantities upon receipt of the Call-Off as indicated above.

Name of Bidder's/Representative

Signature

Date

Section VII. Technical Specifications

| Item /Service | Maximum Quantity | Technical Specifications / Scope of Work | Statement of Compliance |
|---------------|------------------|---|---|
| | | | <p>[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.]</p> |
| | | I. TECHNICAL SPECIFICATIONS 1. The approved budget ceiling for each meal/catering item is as follows: | |

| Table 1 | | |
|--|----------|----------|
| Category | Standard | Upgraded |
| Below 30 | | |
| Snacks | 200 | 300 |
| Breakfast/ Lunch/ Dinner (Buffet/ Packed) | 400 | 500 |
| Below 100 | | |
| Snacks | 180 | 280 |
| Breakfast/ Lunch/ Dinner (Buffet/ Packed) | 380 | 480 |
| Above 100 | | |
| Snacks | 150 | 250 |
| Breakfast/ Lunch/ Dinner (Buffet/ Packed) | 350 | 450 |
| <p><i>Note:</i></p> <p><i>Standard Snack: Sandwich, chips, soft drink or juice</i></p> <p><i>Upgraded Snack: Pasta, bread/cake, soft drink or juice</i></p> <p><i>Standard Lunch/Dinner: Two (2) viands, rice, dessert, soft drink or juice</i></p> <p><i>Upgraded Lunch/Dinner: Four (4) viands, rice, salad, dessert, soft drink or juice</i></p> <p>2. Actual menu must be given at least two (2) days prior to the conduct of activity.</p> <p>3. Provision of free overflowing brewed coffee and unlimited distilled/mineral water.</p> | | |

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| | | <p>4. The inclusions for each meal/catering items is attached in Annex “A” of this TOR;</p> <p>5. For managed/assisted buffet, the service provider must NOT use the following materials/items during catering:</p> <ul style="list-style-type: none"> i. plastic cups ii. styrofoam iii. plastic straw iv. Food/juice in tetra pack packaging v. Plastic utensils <p>6. The service provider MUST be mindful of the following inclusions:</p> <ul style="list-style-type: none"> i. Provision for disposable table napkins ii. Proper disposal of trash iii. Use of environment-friendly water container for bottled water/juice iv. Diswashing in DOT is strictly prohibited v. Maintenance of sanitary and slipped-free environment <p>7. The service provider shall provide all necessary utensils, tables and chairs, table covers and place mats, if required. Meals and snacks shall be served buffet-style with the assistance of waiters and food servers (with appropriate/standard attires), except for those “packed” meals.</p> <p>8. The service provider must be able to serve after a one-day notice at least for small bulk orders (maximum of 50 pax)</p> | |
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| | | <p>9. The minimum guaranteed number of pax per activity is twenty (20) for “packed meals” and Thirty (30) for assisted/managed buffet.</p> <p>II. MINIMUM QUALIFICATIONS OF PROSPECTIVE BIDDERS</p> <ol style="list-style-type: none"> 1. Prospective bidders must have been engaged in business of catering services for at least Five (5) years prior to the opening of bids. 2. Prospective bidders must be registered with the Philippine Government Electronic Procurement System (PhilGEPS) with Platinum Certificate of Membership. 3. Prospective bidders must have a business address or restaurant within ten (10) kilometer radius from the DOT to maintain the freshness and good quality of the food to be served. 4. Prospective bidders should comply with the sanitation requirements such as: <ul style="list-style-type: none"> • Sanitary permits and licenses • Health certificates of food handlers who practice proper handwashing, wearing of gloves, masks, and hairnets • Proper handling/transport of foods – readily available transport vehicles <p>III. DURATION OF THE CONTRACT</p> | |
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| | | <p>The duration of the contract shall be for a period of One (1) year or when the ABC is already consumed, whichever comes first.</p> <p>IV. MODE OF PAYMENT</p> <p>The winning service provider shall be paid of the amount of actual services rendered upon completion of services required by DOT and complete submission of documentary requirements (statement of account, etc.).</p> <p>V. PUBLIC BIDDING THROUGH SECTION 10 OF THE REVISED IRR OF RA 9184</p> <ol style="list-style-type: none"> 1. While the project is proposed to be under a framework agreement, bidding will be conducted through an Open Competitive Bidding under Section 10 of the 2016 Revised IRR of RA 9184. 1. The Bids and Awards Committee (BAC) will follow the procedures using the non-discretionary “pass/fail” criterion during the opening of bids as specified in the 2016 Revised IRR RA 9184. 2. The recommendation of the award of contract shall be made the Lowest Calculated Responsive Bid (LCRB) to be determined by BAC and to be approved by the Head of the Procuring Entity (HoPE) pursuant to Section 37.1.1 of the 2016 Revised IRR of RA 9184. 3. Prospective bidders must submit bid price in accordance with the determined “approved budget ceiling” per meal/catering items mentioned above. Bids received in excess of the “approved | |
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| | | <p>budget ceiling” per meal item shall be automatically rejected at bid opening.</p> <p>VI. APPLICATION OF APPENDIX 32 OF THE REVISED IRR OF RA 9184 – REVISED GUIDELINES ON THE USE OF ORDERING AGREEMENT</p> <p>The DOT will use and follow the prescribed rules and regulations under Appendix 32 of the Revised IRR of RA 9184 on Framework Agreement.</p> <p>VII. FRAMEWORK AGREEMENT PROVISION</p> <ol style="list-style-type: none"> 1. Prices indicated in the Framework Agreement corresponding to the subject goods or services in the Framework Agreement List shall be fixed price per item or identified service. For a single-year Framework Agreement, the price shall be based on the actual bid price of the bidder. 2. The Framework Agreement shall not state or imply any agreement by DOT to place future contracts or make orders with service provider. 3. No modification of the Framework Agreement during its period shall be allowed. 4. The Framework Agreement, including the Framework Agreement List, shall be valid only within one year entered into and executed by the parties, and shall not be extended beyond said date. | |
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| | | <p>5. To guarantee the faithful performance by the supplier or service provider of its obligations under the Framework Agreement, it shall submit a performance security in accordance with Section 39 of the revised IRR of RA No. 9184 or a Performance Securing Declaration as defined under this Guidelines prior to the signing of the Framework Agreement.</p> <p>6. The basis for the computation of the performance security shall be the total contract price whether the procurement is for a single or multi-year framework agreement.</p> <p>7. Notwithstanding the eligibility of a bidder, the BAC reserves the right to review the qualifications of the supplier or service provider. If there has been any change in the capability of the supplier or service provider to undertake its obligations under the framework agreement so that if it fails the eligibility criteria set thereon, the procuring entity shall consider the said supplier or service provider as ineligible and shall disqualify it from obtaining any award or contract.</p> <p>8. Bidders executing the Framework Agreement either for single or multi-year shall ensure the continuing validity of their eligibility documents during the implementation of the contract.</p> <p>VIII. CALL OFF</p> <p>1. When the procuring entity has determined that an item or service covered in the Framework Agreement is needed, it shall require the delivery of the</p> | |
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| | | <p>item or rendition of the service identified in the Framework Agreement List in such quantity or scope and at the price for which it was awarded by executing a Call-Off.</p> <ol style="list-style-type: none"> 2. Call-off may be executed and issued to the winning supplier or service provider immediately upon determination that an item or service is needed. 3. The DOT may execute as many Call-Offs for the same item as may be needed within the period of the Framework Agreement as long as the total quantity for all Call-Offs do not exceed the maximum quantity in the Framework Agreement List and the aggregate amount of all executed Call-Offs do not exceed the total contract price specified in the Framework Agreement. 4. The succeeding Call-Offs shall have the same unit price based on the financial bid offer in case of single-year Framework Agreement. The DOT may execute Call-Offs requiring delivery to multiple destinations or performance at multiple locations. <p>IX. INSPECTION AND DELIVERY OF GOODS AND SERVICES</p> <ol style="list-style-type: none"> 1. The Service Provider shall deliver the meal or snacks items and provide services on the agreed time, date and location. 2. The End-user shall immediately inspect and accept the items from the Inspection and Acceptance Committee. The latter shall ensure that the Acceptance and | |
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| | | <p>Inspection Report is accomplished.</p> <p>X. IMPLEMENTATION AND TERMINATION OF FRAMEWORK AGREEMENT</p> <ol style="list-style-type: none"> 1. After receipt by the supplier or service provider of the Call-Off from the procuring entity, it shall deliver or perform the items within the period specified in the Framework Agreement, unless a different time is provided in the Call-Off. 2. Any extension of time for the delivery or performance shall be made in writing and prior to the date of deliver or performance indicated in the Framework Agreement or Call-Off and subject to prior approval by the procuring entity after consideration of reasonable and justifiable causes. 3. If the supplier or service provider fails to deliver or perform within the agreed period, including any time extension, it shall be liable to the procuring entity for liquidated damages of at least equal to one-tenth of one percent (.001) of the cost of the unperformed portion of the total amount of the items ordered per Call-Off for every day of delay. 4. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the total amount of the items ordered per Call-Off, the procuring entity may rescind the same, without | |
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| | | <p>prejudice to other courses of action and remedies open to it.</p> <p>5. The Warranty provision for goods under Section 62 of RA No. 9184 and its revised IRR shall be observed under the Framework Agreement, and shall be required for each Call-Off.</p> <p>6. Without prejudice to the provisions of applicable laws, rules, and guidelines, the Framework Agreement shall automatically terminate under any of the following conditions:</p> <ul style="list-style-type: none"> a. When the total maximum quantity specified in the Framework Agreement has been exhausted; or b. When the specified duration of the Framework Agreement has expired. <p>7. All other rules governing contract implementation and termination under RA No. 9184, its revised IRR, and relevant procurement policies shall be applicable.</p> <p>XI. REPEAT ORDER</p> <p>1. No Repeat Order for an item in the Framework Agreement List shall be allowed until after the DOT has exhausted the estimated quantity for the same item specified therein or after the Framework Agreement has expired, whichever comes first; and subject to the conditions provided in Section 51 of RA 9184 and its IRR. For this purpose, the Repeat Order shall be availed of only within six (6)</p> | |
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| | | <p>months from the date of the last or final Delivery Order Contract for a specific item where the estimated quantity has been exhausted, or, the expiration of the Ordering Agreement.</p> <p>2. In case Repeat Order is allowed and resorted to, the twenty-five percent (25%) maximum allowable quantity shall be based on the aggregate quantity of actual items ordered and delivered</p> | |
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Conforme:

Name of Bidder's/Representative

Signature

Date

**CALL-OFF
DEPARTMENT OF TOURISM**

Supplier: C.O NO.: _____

Address: Date: _____

Gentlemen:

Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery:

Delivery Term: as indicated in the Framework Agreement

Date of Delivery:

Payment Term: as indicated in the Framework Agreement

| Quantity | Unit | Description | Inventory | Unit Cost | Amount |
|----------|------|-------------|-----------|-----------|--------|
| | | | | | |

(Total Amount in Words)

Please see attached Terms and Conditions

Very truly yours,

Conforme:

Authorized Official

Signature over Printed Name of Supplier

Date

Funds Available:

ALOPS NO. _____

Amount: _____

Chief Accountant

SUPPLY AND DELIVERY OF VARIOUS CATERING SERVICES THROUGH FRAME
WORK AGREEMENT FOR THE DEPARTMENT OF TOURISM

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between **DEPARTMENT OF TOURISM** of the Philippines with office address at DOT Building, No. 351 Sen. Gil Puyat Avenue, Makati City, represented herein by its **DIRECTOR JOVENCIO M. ZARAGOZA** and hereinafter referred to as the "**THE PROCURING ENTITY**";

and

_____, a duly registered entity existing under the laws of the Philippines, with postal address at _____
Represented by its _____, hereinafter referred to as the "**THE SUPPLIER**";

WITNESSETH that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procuring project: **Supply and Delivery of Various Catering Services through Framework Agreement for the Department of Tourism**"

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary 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 an 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

Article II DURATION

The term of this Agreement shall be from _____ to _____ unless sooner revoked by both parties.

Article III CONSIDERATION

For the consideration of **one peso (PhP1.00)**. **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 IV PERFECTION OF PROCUREMENT CONTRACT

The Framework Agreement being an option contract, a procurement contract is perfected only when **THE PROCURING ENTITY** exercises the option to procure any item from the Framework Agreement List through the issuance of a 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 _____ the _____ (for the Procuring Entity)

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

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary 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.

- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Republic of the Philippines



Government Procurement Policy Board