



SOUTHERN LEYTE
STATE UNIVERSITY

MAIN CAMPUS

San Roque, Sogod, Southern Leyte

Email: president@southernleytestateu.edu.ph

Website: www.southernleytestateu.edu.ph

Excellence | Service | Leadership and Good Governance | Innovation | Social Responsibility | Integrity | Professionalism | Spirituality

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Government of the Republic of the Philippines

SUPPLY & DELIVERY OF VARIOUS CATERING SERVICES THROUGH FRAMEWORK AGREEMENT

ABC - ₱1,380,440.00

Pre-bid Conference: **25 May 2022 – 9:30 A.M.**

Opening of Bids: **06 June 2022 - 9:30 A.M.**

PB 2022-G&S-08

**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.



INVITATION TO BID

SUPPLY & DELIVERY OF VARIOUS CATERING SERVICES THROUGH FRAMEWORK AGREEMENT

1. The Southern Leyte State University Main Campus, for a duration of June 2022 to December 2022 through Framework Agreement through its **Regular Agency Fund** and **Internally Generated Funds** intends to apply the sum of **ONE MILLION THREE HUNDRED EIGHTY THOUSAND FOUR HUNDRED FORTY PESOS only (₱1,380,440.00)** being the Approved Budget for the Contract (ABC) to payments for the **Supply & Delivery of Various Catering Services Through Framework Agreement** under **PB 2022-G&S-08**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Southern Leyte State University Main Campus now invites bids for the bidding for the above stated procurement project in accordance with the provisions of the Revised IRR of RA 9184 on the use of the approved guidelines on the use of a Single Year Framework Agreement (Outright determination of Lowest Calculated and Responsive Bid (LCRB)). Required delivery of goods is from June 2022 to December 2022. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instruction to Bidders. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act".
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organization of a country the laws and regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
4. Interested bidders may obtain further information from Southern Leyte State University Main Campus and inspect the Bidding Documents at the address given below from 8:00am-5:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting on **17 May 2022** from the address below and upon payment of the applicable fee for the Bidding Documents in the amount of **One Thousand Five Hundred Pesos Only (₱1,500.00)**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The SLSU-BAC will hold a Pre-bid Conference on **25 May 2022, 9:30 a.m.** which shall be open to all interested parties. Pursuant to the Modified Enhanced Community Quarantine and strict implementation of physical distancing due to the pandemic, the scheduled meeting may be accessed via Zoom.
7. Bids must be duly received by the BAC Secretariat in the address below on or before **06 June 2022 - 9:30 a.m.** at the Conference Room, CCSIT Bldg., Southern Leyte State University Main Campus, Sogod, Southern Leyte. Pursuant to the Modified Enhanced Community Quarantine and strict implementation of physical distancing due to the pandemic, the scheduled meeting will be conducted via Zoom. Link will be provided on a later date before the deadline of submission of bids. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bids will be opened on **06 June 2022 at 9:30 a.m.** in the presence of the bidders' representatives who choose to attend at the address below. **Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall also be rejected.**

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

8. The Southern Leyte State University reserves the right to accept or reject any application for eligibility or all bids for any reasonable and justifiable ground, waive any required formality therein, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders and to make an award to the bidder whose proposal is deemed most advantageous to the government.
9. For further information, please refer to:

Bids and Awards Committee Secretariat
Ground Floor, CCSIT Building
SLSU Main Campus, Sogod, Southern Leyte
Email: bac_sg@southernleytestateu.edu.ph
Contact Nos.: 09565490615 / 09078309506.

10. You may visit the following website to download the Bidding Documents:
www.southernleytestateu.edu.ph.

16 May 2022

Date

MABEL R. CALVA, MPA
Chair, Bids and Awards 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, *Southern Leyte State University Main Campus* wishes to receive Bids for the *Supply & Delivery of Catering Services Through Framework Agreement*, with identification number *PB 2022-G&S-08*.

The Procurement Project is composed of 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 in the amount of **ONE MILLION THREE HUNDRED EIGHTY THOUSAND FOUR HUNDRED FORTY PESOS only (₱1,380,440.00)**.

2.2. The source of funding is from **Agency Regular Fund** and **Internally Generated Fund**.

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 at least fifty percent (50%) of the ABC. However, in the case of the expendable supplies, said SLCC must be at least twenty-five percent (25%) of the ABC.
or
 - a) The bidder should have completed at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least the percentage of the ABC as required above; and
 - b) The largest of the similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **25 May 2022, 9:30 a.m.**, as indicated in paragraph 5 of the IB. To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences through videoconference.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- 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 **Section VII (Technical Specifications)**.

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**.

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.

- 14.2. The Bid and bid security shall be valid until **04 October 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit **three copies** 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

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

17. Opening and Preliminary Examination of Bids

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider

the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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

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, *{[Include if Framework Agreement will be used:]}* 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**.

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	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>referred to the Supply & Delivery of Various Catering Services Through Framework Agreement;</i> b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Sub-contracting is not allowed.</i>
10.1	<p>Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:</p> <ol style="list-style-type: none"> (i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver's license, SSS ID, GSIS e-card, etc.); and (ii) the oath of affirmation of one credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification. <p>In the interest of safeguarding the public's health in view of the COVID-19 pandemic, notarization of the required documents is allowed through videoconferencing in cases where the notary public holds office in an area under community quarantine in accordance with the Supreme Court issuance on interim rules on notarization of documents, SC A.M. No. 20-07-04-SC (2020 Interim Rules on Remote Notarization of Paper Documents).</p> <p>In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020.</p>
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than ₱27,608.80 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 ₱69,022.00 if bid security is in Surety Bond.

19.3	<i>No further instructions</i>
20.2	<p>The Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Photocopy of Single Largest Completed Contract or Purchase Order, which should be signed by both parties 2. The corresponding proof of completion, which could either be: <ol style="list-style-type: none"> i. Certificate of Final Acceptance/Completion from the bidder's client; or ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract 3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: <ol style="list-style-type: none"> i. 2021 Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from April 2021 to December 2021. <ul style="list-style-type: none"> ➤ Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder. ➤ In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184. ➤ In case the valid Mayor's Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>Delivery of the Catering Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.</p> <p>Delivery time of the food to be served as follows:</p> <p>Breakfast - not later than 6:30 AM</p> <p>AM Snacks - not later than 9:00 AM</p> <p>Lunch - not later 11:30 AM</p> <p>PM Snacks - not later than 2:30 PM</p> <p>Dinner - not later than 6:30 PM</p> <p>Upon delivery of the catering services to the project site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four (4) copies of the Supplier's invoice showing Good's description, quantity, unit price, and total amount; (ii) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; (iii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's inspector at the Project Site; <p>For purposes of this Clause, the Procuring Entity's Representative at the Project Site is the end-user or the duly authorized representative.</p> <p>When an activity has been rescheduled or cancelled, SLSU reserves the right to cancel the catering services upon formal notice to the caterer two (2) days prior to the start of the activity. In such case, SLSU has no obligation to pay the Supplier the amount corresponding to the cancelled catering service.</p> <p>Where there is an increase or decrease of participants, the End-user shall inform the supplier of the same three (3) days prior to the activity date.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services:</p>

	<p>a. Flowing coffee and hot and cold mineral water should be available for the entire duration of the activity.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit; b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Clause 33.2 of Section II. Instructions to Bidders of the Bidding Documents, in lieu of the unnotarized PSD."
4	The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the

	<p>inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p> <p>The evaluation activities that will be conducted at the SLSU upon delivery are as follows:</p> <ol style="list-style-type: none">(1) Food tasting on a sampling basis to determine the quality of the food served.(2) Ocular inspection to determine the quantity and completeness of the food delivered in accordance to the menu set in the Schedule of Requirements.(3) Observation before, during and after the training schedule to determine the quality of the service given by the Supplier.(4) Surveys among the participants to determine the level of satisfaction of the participants to the service rendered by the Supplier.
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Section VI. Schedule of Requirements

Framework Agreement

The bidders shall provide at least five (5) sets of menu which are nutritious, tasty, safe and clean to include healthy foods such as rice, beef, chicken, pork, seafoods, vegetables, desserts/fruits and fresh fruit juice. The menus shall be submitted together with the bid form.

Item No.	Item/Service Type & Nature of each item/Service	Cost per Item or Service	Maximum Quantity	Total Cost per Item/Service
June, 2022				
1	Breakfast	180.00	80 pax	14,400.00
		150.00	23 pax	3,450.00
		100.00	225 pax	22,500.00
2	AM Snacks	70.00	146 pax	10,220.00
		50.00	212 pax	10,600.00
3	Lunch	200.00	251 pax	50,200.00
		180.00	100 pax	18,000.00
		150.00	227 pax	34,050.00
4	PM Snacks	70.00	108 pax	7,560.00
		50.00	132 pax	6,600.00
5	Dinner	200.00	19 pax	3,800.00
		180.00	80 pax	14,400.00
		150.00	225 pax	33,750.00
	Sub-total			229,530.00
July, 2022				
1	Breakfast	150.00	52 pax	7,800.00
2	AM Snacks	70.00	315 pax	22,050.00
		50.00	45 pax	2,250.00

3	Lunch	200.00	333 pax	66,600.00
		150.00	9 pax	1,350.00
4	PM Snacks	70.00	386 pax	27,020.00
		50.00	45 pax	2,250.00
5	Dinner	200.00	52 pax	10,400.00
	Sub-total			139,720.00
August, 2022				
1	Breakfast	150.00	213 pax	31,950.00
2	AM Snacks	70.00	555 pax	38,850.00
		50.00	64 pax	3,200.00
3	Lunch	200.00	327 pax	65,400.00
		150.00	78 pax	11,700.00
4	PM Snacks	70.00	466 pax	32,620.00
		50.00	64 pax	3,200.00
5	Dinner	200.00	156 pax	31,200.00
		150.00	2 pax	300.00
	Sub-total			218,420.00
September, 2022				
1	Breakfast	150.00	44 pax	6,600.00
2	AM Snacks	70.00	350 pax	24,500.00
		50.00	430 pax	21,500.00
3	Lunch	300.00	400 pax	120,000.00
		200.00	329 pax	65,800.00
		150.00	43 pax	6,450.00
4	PM Snacks	70.00	310 pax	21,700.00

		50.00	430 pax	21,500.00
5	Dinner	200.00	44 pax	8,800.00
	Sub-total			296,850.00
October, 2022				
1	Breakfast	150.00	46 pax	6,900.00
2	AM Snacks	70.00	513 pax	35,910.00
		50.00	320 pax	16,000.00
3	Lunch	200.00	431 pax	86,200.00
		150.00	517 pax	77,550.00
4	PM Snacks	70.00	592 pax	41,440.00
		50.00	320 pax	16,000.00
5	Dinner	200.00	42 pax	8,400.00
	Sub-total			288,400.00
November, 2022				
1	Breakfast	150.00	10 pax	1,500.00
2	AM Snacks	70.00	169 pax	11,830.00
3	Lunch	200.00	134 pax	26,800.00
4	PM Snacks	70.00	248 pax	17,360.00
5	Dinner	200.00	10 pax	2,000.00
	Sub-total			59,490.00
December, 2022				
1	Breakfast <i>(Honoring Partners)</i>	200.00	90 pax	18,000.00
		150.00	12 pax	1,800.00
2	AM Snacks <i>(Honoring Partners)</i>	100.00	90 pax	9,000.00
		70.00	10 pax	700.00

		50.00	20 pax	1,000.00
3	Lunch <i>(Honoring Partners)</i>	250.00	90 pax	22,500.00
		200.00	114 pax	22,800.00
		150.00	51 pax	7,650.00
4	PM Snacks <i>(Honoring Partners)</i>	100.00	90 pax	9,000.00
		70.00	99 pax	6,930.00
		50.00	70 pax	3,500.00
5	Cocktail <i>(Honoring Partners)</i>	100.00	90 pax	9,000.00
6	Dinner <i>(Honoring Partners)</i>	350.00	90 pax	31,500.00
		200.00	12 pax	2,400.00
		150.00	15 pax	2,250.00
	Sub-total			148,030.00
Total Approved Budget for the Contract (ABC)				<u>₱1,380,440.00</u>
<i>Expected delivery timeframe after receipt of Call-off/ Meals Provision Request Form (MPRF)</i>		<i>Within the scheduled activity upon issuance of Call-off/ MPRF.</i>		
<i>Remarks:</i>		<i>Please see Technical Specifications.</i>		
RHODERICK D. MALANGSA		Director	Research & Extension	
<i>Signature over Printed Name</i>		Position	Department/Division	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
	<i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>	
Item	Specification	Statement of Compliance
I	The following are the technical requirements and specifications:	
	Breakfast:	
	<ul style="list-style-type: none">• 1 serving of rice (standard cup)• 1 serving of hot coffee, hot chocolate, or tea• 1 boiled/fried medium-sized egg and• 1 serving of the following:<div><div>Dried or smoked fish</div><div>Longganisa</div><div>Chicken Tocino</div><div>Chicken Hotdog</div><div>Corned Beef</div><div>Spanish Sardines</div><div>Beef Tapa</div></div>	
	Morning and Afternoon Snacks:	
	<ul style="list-style-type: none">• 1 serving of any of the following drinks:<div>Coffee, Hot Chocolate, Iced Tea, Fresh Fruit Shakes, Fresh Lemonade Juice, Fresh Cucumber Juice, Fresh Fruit Juices</div>• 1 serving of any of the following:<div>Siopao, Special Toron, Cakes, Native Delicacies, Pasta, Sandwiches (Halal prepared), etc.</div>	
	Lunch or Dinner:	
	<ul style="list-style-type: none">• 1 serving of rice (standard cup)• 1 serving of 2 Main Dishes<div>Chicken: Chicken Inasal, Buttered Chicken, Chicken Afritada, Chicken Cordon Bleu, Chicken Curry, Chicken Roll, Chicken Teriyake, Chicken Tinola, Crispy Fried Chicken, Stuffed Chicken</div><div>Pork: Grilled Porkchop, Kare-kare, Pork Barbecue, Bicol Express, Chinese Humba, Grilled Liempo, Lechon Kawali, Lechon Paksiw, Lengua, Lumpiang Shanghai, Meatrolls, Nilagang Baboy, Pochero, Pork Adobo, Pork Afritada, Pork Humba, Pork Menudo, Pork Sinigang, Pork Steak, Sisig, Tokwa’t Baboy</div>	

	<p>Beef: Traditional Beef Steak, Beef w/Kangkong in Oyster Sauce, Beef Tapa, Beef Teriyake, Beef w/Broccoli, Bulalo, Roast Beef w/Mashed Potato</p> <p>Seafood: (Note: No Crème Dory) Steamed Fish in Chinese Soy Sauce/White Sauce, Daing na Bangus, Grilled Fish, Fish Fillet in Tartar Sauce, Fish Fillet w/Mayo Dip, Sweet n' Sour Fish, Fish Kinilaw, Garlic Shrimp, Shrimp Sinigang, Sweet Chili Shrimp, Calamares, Grilled Pusit.</p> <ul style="list-style-type: none"> • 1 serving of Vegetable viands/or dishes Broccoli with Tofu, Buttered Vegetables, Ensaladang Talong, Ginataang Pako, Pipino-Mango Salad, Vegetab;e Lumpia, Chopsuey, Fresh Vegetable Salad, Ginataang Gulay, Pinakbet w/Bagoong, Seaweeds (Lato/Goso), Tortang Talong, Fresh Lumpia-Ubod • 1 serving of noodles/pasta chicken, NO pork, such as but not limited to, pancit/mami/lomi, etc. • 1 serving of Dessert Black Sambo, Brownies, Buko Pandan, Carrot Cake, Cassava Cake, Cupcake, Fresh Fruits, Fruit Salad, Leche Flan, Mango Float, etc. • 1 serving of drinks Fresh Fruit Shakes, Fresh Lemonade Juice, Fresh Cucumber Juice, Fresh Fruit Juices, bottled water <p>✓ With free flowing brewed coffee, water and tea</p>	
II	The Catering Service Provider must have the required standard catering equipment to maintain the freshness and good quality of the food to be served.	
	The Catering Service Provider shall comply with the government regulations as provided in the Presidential Decree No. 856 otherwise known as "The Code on Sanitation of the Philippines".	
	A. Sanitary Permit (Sec. 14, Chapter III)	
	B. Health Certificate of Food Handlers (Sec. 15, Chapter III)	
	C. Quality and Protection of Food (Sec. 16, Chapter III)	
III.	The Catering Service Provider agrees:	
	A. To provide food and services for the number of participants on the basis of the information given by the Procuring Entity thru a " Meals Provision Request Form (MPRF) " signed by the end-user's authorized representative, at least three (3) days prior to the activity.	
	B. During the activity, to increase/decrease the number of meals/snacks to be served for the remaining days of a specific activity, to take effect on the second day, provided that written notice is given by the Procuring	

	Entity signed by the authorized representative, not later than 3pm on the first day of the activity.	
	C. During the activity, to adjust on any specific food/diet restrictions (religion or health reasons) of participant's meals to be served for the remaining days of a specific activity, to take effect on the second day provided that a written notice is given by the Procuring Entity signed the authorized representative , not later than 3pm on the first day of the activity.	
	D. To substitute the menu for a specific training schedule due to justifiable reasons (unavailability in the market, red tide, supply and demand forces, tropical depression, advisory of non-slaughter, etc.) provided that notice is given to the Procuring Entity, at least one (1) day prior to the schedule. Provided further that the change in the menu will not change the unit cost.	
	E. To reschedule/cancel the activity due to fortuitous event/instances beyond the control of the Procuring Entity.	
	F. To provide the necessary clean and/or sterile dining utensils during the activity as enumerated in but not limited to the following: 1) Glasses; 2) Spoons; 3) Forks; 4) Serving Spoons; 5) Cups; 6) Bowls; 7) Knives; 8) Trays; 9) Pitchers; 10) Glass rack; 11) ice bucket; 12) Food warmers; 13) Toothpicks; and 14) condiments.	
	G. To provide clean table cloth, table napkins in the designated area.	
	H. To assign at least 2 waiters/waitresses in clean working garments per class/activity and shall secure an updated Health Certification from the medical health/authorized officer.	
	I. To maintain a high standard of sanitation and cleanliness of the food station and its immediate surroundings.	
	Additional Requirements:	
	1. SLSU shall inform the caterer of the total number of actual participants at least two (2) days before the conduct of the activity.	
	2. Catering Service Provider shall maintain high standards of sanitation to ensure that the quality of food to be served are fresh and of good quality. In the event that the food served has indication of spoilage, the caterer shall be allowed to make substitution upon the approval of the end-user's authorized representative.	
	3. Subject to increase/decrease of participants.	

	4. The caterer shall not require advance payment and deposit to guarantee reservation.	
	5. The caterer shall assign waiters/waitresses in clean working garments at all times.	
	6. SLSU reserves the right to cancel/reschedule the delivery of catering services in case of major institutional mandates/changes, calamities, etc. upon formal notice to the caterer at least two days prior to the event.	
	7. SLSU shall pay the caterer at least fifteen (15) days after the billing statements have been received by the Office.	
	8. SLSU reserves the right to substitute/reschedule activities.	
	9. The caterer shall provide at least (2) buffet tables/food stations with centerpiece for training with less than or equal to fifty (50) participants and at least four (4) buffet tables/food stations inside the function hall for trainings/activities with more than fifty (50) participants.	
	10. The caterer shall replace the table cloth and napkins used in the previous day on a daily basis as a precautionary measure to prevent the spread of the COVID-19.	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company

Signature over Printed Name of
Authorized Representative

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 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.

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

- ☐ (i) *[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.
- ☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; and
- ☐ (b) Original of duly signed and accomplished Price Schedule(s).

Republic of the Philippines



SLSU MAIN CAMPUS