

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

**SUPPLY & DELIVERY OF CATERING SERVICES FOR JUNE FY 2024
ACTIVITIES OF THE EASTERN VISAYAS STATE UNIVERSITY-MAIN CAMPUS**
(Project Identification No. IB-2024-05-10)



EASTERN VISAYAS STATE UNIVERSITY

**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



Republic of the Philippines
EASTERN VISAYAS STATE UNIVERSITY
Tacloban City

Project Identification Number:
IB-2024-05-10

BIDS AND AWARDS COMMITTEE

INVITATION TO BID

SUPPLY & DELIVERY OF CATERING SERVICES FOR JUNE FY 2024 ACTIVITIES OF THE EASTERN VISAYAS STATE UNIVERSITY-MAIN CAMPUS

1. The ***EASTERN VISAYAS STATE UNIVERSITY***, through the ***FY 2024 INTERNALLY GENERATED FUND (IGF)*** intends to apply the sum of ***One Hundred Five Thousand Pesos (Php105,000.00)*** being the ABC to payments under the contract for ***IB-2024-05-10***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***EASTERN VISAYAS STATE UNIVERSITY*** now invites bids for the above Procurement Project. Delivery of the Goods is required by ***EVSU-Main Campus within one (1) month from the receipt of Notice to Proceed (NTP) and after issuance of a Call-Off.*** Bidders should have completed, within 2 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from ***EASTERN VISAYAS STATE UNIVERSITY*** and inspect the Bidding Documents at the address given below ***during office hours from 9:00 A.M. to 5:00 P.M., Monday to Friday.***
5. A complete set of Bidding Documents may be acquired by interested Bidders ***May 22, 2024 – June 13, 2024 (except on Saturdays, Sundays & Holidays)*** from the given address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Five Hundred Pesos (Php500.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail at evsu.bacsecretariat@evsu.edu.ph.

Prospective bidders who intend to purchase the bidding documents may opt for the following mode of payment:

a. Payment at the EVSU-Main Campus Cashiering Office (transaction hours: 8:00 AM - 3:30 PM)

- i. Step 1: Proceed to the Office of the BAC Secretariat for the issuance of payment slip.
- ii. Step 2: Present payment slip to the Cashiering Office for payment of the bid docs fee.
- iii. Step 3: Present proof of payment/official receipt to the Office of the BAC Secretariat.
- iv. Step 4: BAC Secretariat release copy of the PBD, its Bid Bulletin/s, and other attachments.

b. Payment thru bank:

- Account name: **EVSU Tacloban Campus**
- Bank: **Development Bank of The Philippines (DBP)**
- Account number: **000-00090-775-3**

Note: Bidder must send its proof of payment for the fees to evsu.bacsecretariat@evsu.edu.ph

Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) (www.philgeps.gov.ph) and the Eastern Visayas State University website (<https://www.evsu.edu.ph>) provided that Bidders shall pay the nonrefundable fee for the bidding documents not later than the submission of their bids.

6. The *Eastern Visayas State University* will hold a Pre-Bid Conference through a hybrid platform on **May 30, 2024, 2:00 P.M. at Eastern Visayas State University at the Office of Vice President for Administration and Finance Conference Room, Tacloban City & through video conferencing via Zoom** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat thru:
 - a. The bidder has the option to submit bid electronically or manually on or before **June 13, 2024, 1:30 P.M.** If a bidder chooses to submit an electronic bid, the same bidder shall submit a bid manually for the same project on or before **June 14, 2024, 2:00 P.M.**, for evaluation purposes during post-Qualification. Further instructions on the submission and receipt of electronic bids are provided in BDS (ITB Clause 15); and,
 - b. If a bidder chooses to submit manually, the manual bid shall be sufficient for evaluation purposes during the Opening of Bids, and electronic submission shall no longer be required. The same shall be submitted at the address indicated below on or before **June 11, 2024, 1:30 P.M. (BAC Secretariat time).**

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 through a hybrid platform at the *Eastern Visayas State University at the Office of Vice President for Administration and Finance Conference room,*

Tacloban City & through video conferencing via Zoom on June 13, 2024, 2:00 P.M.
Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The ***EASTERN VISAYAS STATE UNIVERSITY*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

THE SECRETARIAT

Bids and Awards Committee
Eastern Visayas State University
Salazar Street, Quarry District,
Tacloban City, Leyte 6500, Philippines
Telephone No. 0953-355-7046 Tm
Email: evsu.bacsecretariat@evsu.edu.ph

(SGD) BENEDICTO T. MILITANTE, JR., Ph.D., J.D.
Vice President for Administration & Finance
Chairperson, Bids and Awards Committee



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Eastern Visayas State University** wishes to receive Bids for the ***SUPPLY & DELIVERY OF CATERING SERVICES FOR JUNE FY 2024 ACTIVITIES OF THE EASTERN VISAYAS STATE UNIVERSITY-MAIN CAMPUS*** with identification number ***IB-2024-05-10***.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of ***One Hundred Five Thousand Pesos (Php105,000.00)***.

2.2. The source of funding is ***INTERNALLY GENERATED FUND (IGF)***.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of 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.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at the *Office of Vice President for Administration and Finance Conference Room, Tacloban City & through video conferencing via Zoom* as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within two (2) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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**.
- 14.2. The Bid and bid security shall be valid until 120 calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

- 15.1 Each Bidder shall submit the original and the number of copies of the first and second components of its Bid as indicated in the BDS.
- 15.2 The Procuring Entity may request *five (5) sets (1 original and 4 readable authenticated photocopies) hard copies* of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.
- 15.3 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

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.

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 at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 (1) Project having several items which shall be awarded as ONE (1) 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. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

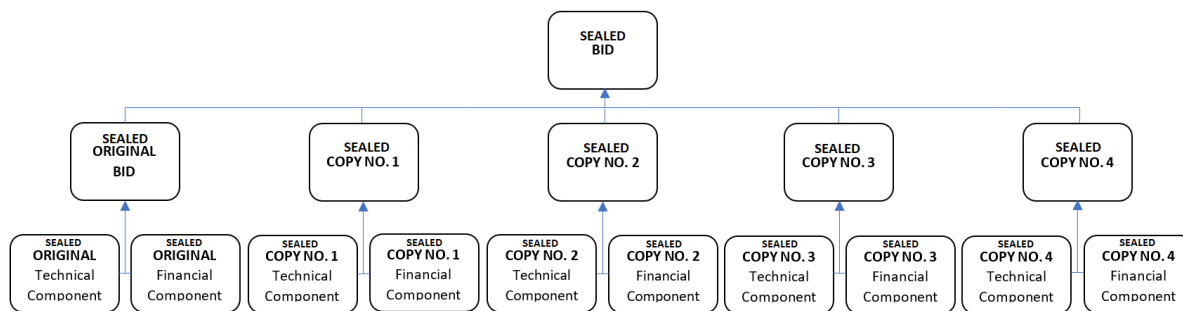
Section III. Bid Data Sheet



Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. SUPPLY & DELIVERY OF CATERING SERVICES FOR JUNE FY 2024 ACTIVITIES OF THE EASTERN VISAYAS STATE UNIVERSITY-MAIN CAMPUS b. completed within two (2) years prior to the deadline for the submission and receipt of bids. 								
7.1	Subcontracting is not allowed.								
9	Prospective bidders may submit their written request for clarification on and/or interpretation of any part of the Bidding Documents, either to EVSU BAC Secretariat Office or through electronic mail at evsu.bacsecretariat@evsu.edu.ph <i>not later than June 13, 2024</i> . Clarifications made and submitted beyond the abovementioned date shall not be accepted and/or entertained further.								
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> <table border="1" style="width: 100%; margin-left: 20px; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; text-align: center;">FORMS OF BID SECURITY</th> <th style="width: 30%; text-align: center;">AMOUNT OF BID SECURITY (EQUAL TO PERCENTAGE OF THE ABC)</th> </tr> </thead> <tbody> <tr> <td>• Bid Securing Declaration; OR</td> <td style="text-align: center;">NOTARIZED</td> </tr> <tr> <td>• Cash, Cashier's/ manager's check issued by a Universal or Commercial Bank equivalent to Two Percent (2%); OR</td> <td></td> </tr> <tr> <td>• Surety Bond equivalent to Five Percent (5%) (If security bond, attach the original copy of the official receipt of premium payment and certification issued by the Insurance Commission)</td> <td></td> </tr> </tbody> </table>	FORMS OF BID SECURITY	AMOUNT OF BID SECURITY (EQUAL TO PERCENTAGE OF THE ABC)	• Bid Securing Declaration; OR	NOTARIZED	• Cash, Cashier's/ manager's check issued by a Universal or Commercial Bank equivalent to Two Percent (2%); OR		• Surety Bond equivalent to Five Percent (5%) (If security bond, attach the original copy of the official receipt of premium payment and certification issued by the Insurance Commission)	
FORMS OF BID SECURITY	AMOUNT OF BID SECURITY (EQUAL TO PERCENTAGE OF THE ABC)								
• Bid Securing Declaration; OR	NOTARIZED								
• Cash, Cashier's/ manager's check issued by a Universal or Commercial Bank equivalent to Two Percent (2%); OR									
• Surety Bond equivalent to Five Percent (5%) (If security bond, attach the original copy of the official receipt of premium payment and certification issued by the Insurance Commission)									
15.2	<p>Each Bidder shall submit one (1) original and four (4) readable authenticated copies of the first and second components of its bid. Documents to be submitted shall be properly tabbed and labeled according to the title of the document attached for prompt identification: e.g., PhilGEPS Certificate of Registration (Platinum) – PhilGEPS</p> <p>For details in the preparation of sealed bids, please refer to the diagram below:</p>								

Figure 1. Sealing of Bids (Illustration of bids with 1 original and 4 copies, each box in the diagram represents a sealed envelope)



All envelopes shall:

- be addressed to the Procuring Entity’s BAC;
- bear the name and address of the Bidder in capital letters;
- contain the name of the contract to be bid in capital letters;
- bear the specific identification of this bidding process indicated in the ITB Clause 1; and bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, as specified in the IB.

TO	:	THE BIDS AND AWARDS COMMITTEE EASTERN VISAYAS STATE UNIVERSITY
FROM	:	_____
		<i>(Name of Bidder in Capital Letters)</i>
ADDRESS	:	_____
		<i>(Address of Bidder in Capital Letters)</i>
BID REF. NO.	:	_____
<i>(In Capital Letters, Indicate the Phrase):</i>		
“DO NOT OPEN BEFORE: _____”		

15.3 Guidelines for Electronic Submission of Bids:

- The Bidder must submit a soft copy of their bids through e-mail to evsu.bacsecretariat@evsu.edu.ph at any time before **June 13, 2024, 1:30 P.M.**
- In the online submission of bids, a two-folder system will be utilized. The first folder contains the requirements of the Technical Component checklist as presented under Section VIII and shall be labeled “**TECHNICAL COMPONENT**”. The second folder contains the requirements of the Financial Component checklist and is marked “**FINANCIAL COMPONENT**”.
- The documentary requirements shall be segregated and labelled according to the type of document for prompt identification (e.g., PhilGEPS Certificate of Registration (Platinum) labelled as PhilGEPS) and each shall be in Portable Document Format (PDF).
- Each folder shall be compressed in Zip, RAR or 7z format with password protection. Submitted bidding documents that are not in compressed archive format and are not password protected, will be automatically rejected.

	<p>e) The password for accessing the file shall be disclosed by the Bidders during the bid opening which may be done in person or face-to-face through videoconferencing, webcasting, e-mail or similar technology.</p> <p>f) An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.</p> <p>g) For further information, please refer to:</p> <p>VINCENT B. CABANTOC <i>Head, BAC Secretariat</i> <i>CP No. 0953-355-7046 - TM</i> <i>Email Add: evsu.bacsecretariat@evsu.edu.ph</i></p>															
19.2	<p>Partial bid is NOT allowed. All Goods are grouped in items/lots listed below.</p> <table border="1" data-bbox="236 741 1469 943"> <thead> <tr> <th>ITEM NO.</th> <th>PARTICULARS</th> <th>QTY</th> <th>UNIT</th> <th>TOTAL AMOUNT</th> </tr> </thead> <tbody> <tr> <td></td> <td>SUPPLY & DELIVERY OF CATERING SERVICES FOR JUNE FY 2024 ACTIVITIES OF THE EASTERN VISAYAS STATE UNIVERSITY-MAIN CAMPUS</td> <td>1</td> <td>LOT</td> <td>105,000.00</td> </tr> <tr> <td>1</td> <td>03-0293-24 CULTURE & THE ARTS</td> <td></td> <td></td> <td>105,000.00</td> </tr> </tbody> </table>	ITEM NO.	PARTICULARS	QTY	UNIT	TOTAL AMOUNT		SUPPLY & DELIVERY OF CATERING SERVICES FOR JUNE FY 2024 ACTIVITIES OF THE EASTERN VISAYAS STATE UNIVERSITY-MAIN CAMPUS	1	LOT	105,000.00	1	03-0293-24 CULTURE & THE ARTS			105,000.00
ITEM NO.	PARTICULARS	QTY	UNIT	TOTAL AMOUNT												
	SUPPLY & DELIVERY OF CATERING SERVICES FOR JUNE FY 2024 ACTIVITIES OF THE EASTERN VISAYAS STATE UNIVERSITY-MAIN CAMPUS	1	LOT	105,000.00												
1	03-0293-24 CULTURE & THE ARTS			105,000.00												
19.5	<p>The Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, is calculated as follows:</p> <p>NFCC = [(Current assets 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.</p>															
20.1	<p>Other licenses and permits relevant to the Project and the corresponding law requiring it:</p> <ol style="list-style-type: none"> 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 2. Updated Sanitary permit (Sec. 14, Chapter III, PD 856 “The Code on Sanitation of the Philippines”) 3. Updated Individual Health Certificate/s with ID pictures of the Food Handlers/Servers (Sec. 15, Chapter III, PD 856) 															



Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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. *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. 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

- 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 and Documents –</p> <p>“The delivery terms applicable to this Contract are delivered to risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <ol style="list-style-type: none"> a. Provision of Catering Services shall be made by the Supplier in accordance with the terms and conditions specified in Section VI. Schedule of Requirements. b. Where there is an increase or decrease in the number of participants, the End-user shall inform the Supplier at least three (3) days of the training/seminar. c. Delivery/project site shall be at the venue indicated in the Technical Specifications. d. Upon delivery of the Supplier of the food at the project site, the following documents shall be presented to the Procuring Entity, through the authorized representative: <ol style="list-style-type: none"> i. Delivery Receipt e. For purposes of this Clause the Procuring Entity’s Representative of the Project is: <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">END USER</th> <th style="width: 50%; text-align: center;">PR. No.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">BIATO E. AMBE, Ed.D. Director, Culture & the Arts</td> <td style="text-align: center;">03-0293-24 CULTURE & THE ARTS</td> </tr> </tbody> </table> 	END USER	PR. No.	BIATO E. AMBE, Ed.D. Director, Culture & the Arts	03-0293-24 CULTURE & THE ARTS
END USER	PR. No.				
BIATO E. AMBE, Ed.D. Director, Culture & the Arts	03-0293-24 CULTURE & THE ARTS				
	<p>Incidental Services –</p> <p><i>Not applicable</i></p> <p>Transportation –</p> <p>The transport of food and equipment/tools needed for Catering Services to the Project Site shall be arranged by the Supplier, and their related costs shall be deemed included in the Contract Price.</p>				



	<p>The Procuring Entity shall not be liable for the damage or spoilage of food and tools/equipment during transit.</p>
	<p>The Supplier shall likewise be responsible for the clean-up of Project Site and collection of its tools/equipment at no additional cost to the Procuring Entity.</p> <p>OTHER TERMS & CONDITIONS OF CONTRACT:</p> <ul style="list-style-type: none">A. The Supplier shall provide the utensils, equipment and materials necessary for serving the foods required under the Contract.B. The Supplier must see to it that all the utensils, glasses, tools and equipment are clean and sterile.C. The Supplier shall provide its personnel with uniform, apron, headdress, gloves and mask.D. Any excess/leftover food of the catering services shall be turned over to the Procuring Entity at the end of each day.E. The Procuring Entity reserves the right to cancel or reschedule the delivery of catering services in cases of major institutional mandate/change, calamities, and force majeure upon formal notice to the Supplier at least three (3) days prior to the scheduled training/conference.F. The Procuring Entity reserves the right to substitute/reschedule trainings, and give a formal notice to the Supplier at least three (3) days prior to the schedule indicated in the Call-off.G. Any injury arising from the consumption of food, condiments or drinks served by the Catering Services Provider, shall be the sole liability of the Catering Services Provider.H. Any loss or damage to property incurred during the Catering Services Provider caused by its personnel either through negligence or otherwise, shall be borne by the Catering Services Provider.I. The Catering Services Provider shall be solely liable for any damages caused to third parties in the course of its operations, without prejudice to the right of the Procuring Entity to institute any action/s for any damages resulting therefrom.J. Sanctions for non-compliance with specifications/ requirements under the Contract committed by Supplier –<ul style="list-style-type: none">1. Minor violations

	<ul style="list-style-type: none"> • Delays in serving food for not more than 5 times during the entire duration of one (1) training/seminar, without any justifiable cause² <ul style="list-style-type: none"> – Warning • Delays in serving food of more than 5 times during the entire duration of one (1) training/seminar, without any justifiable cause <ul style="list-style-type: none"> – Liquidated damages to be deducted from billing • Other minor violations – Warning; Immediate rectification <p>2. Major violations of contract requirements – Those that may endanger the health/safety of the persons consuming the goods.</p> <ul style="list-style-type: none"> • Rescission of contract with forfeiture of Performance Security, without prejudice to the filing of applicable case in court 					
2.2	<p>After each training/conference completed, the Supplier is responsible for sending a billing statement complete with supporting documents to the Procuring Entity for processing of payment.</p>					
3	<p>In accordance with Section 39 of the 2016 Revised IRR of RA 9184, and to guarantee the faithful performance by the winning bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.</p> <p>The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:</p> <table border="1" data-bbox="368 1400 1385 1939"> <thead> <tr> <th data-bbox="368 1400 877 1565">Form of Performance Security</th> <th data-bbox="877 1400 1385 1565">Amount of Performance Security (Not less than the Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 1565 877 1767"> a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i> </td> <td data-bbox="877 1565 1385 1939" rowspan="2" style="text-align: center; vertical-align: middle;">Five percent (5%)</td> </tr> <tr> <td data-bbox="368 1767 877 1939"> b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. </td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)	a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)	b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.
Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)					
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b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.						

² Justifiable cause shall not include regular/normal day-to-day and/or rush-hour traffic in Tacloban City

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td data-bbox="368 203 877 331" style="padding: 5px;"> <p><i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p> </td> <td data-bbox="877 203 1383 331"></td> </tr> <tr> <td data-bbox="368 331 877 459" style="padding: 5px;"> <p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p> </td> <td data-bbox="877 331 1383 459" style="text-align: center; vertical-align: middle;"> <p>Thirty percent (30%)</p> </td> </tr> </table> <p>Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, as applicable, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.</p>	<p><i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>		<p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>
<p><i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>					
<p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>				
<p>4</p>	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> a. Any or all of the following may be done: <ul style="list-style-type: none"> i. Food tasting on sampling basis to determine quality of food to be served; ii. Ocular inspection, or if necessary, random weighing of food, to determine quantity and completeness of food delivered in accordance with the approved menu, prior to serving; iii. Observation before, during and/or after the training schedule to check quality of service given by the Supplier. <ul style="list-style-type: none"> a. Survey among participants to determine level of satisfaction on the service provided by the Supplier. 				

Section VI. Schedule of Requirements

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

IB-2024-04- SUPPLY & DELIVERY OF CATERING SERVICES FOR FY 2024 2ND QUARTER ACTIVITIES OF THE EASTERN VISAYAS STATE UNIVERSITY-MAIN CAMPUS (1 LOT)									
ITEM NO.	DESCRIPTION						UNIT COST	UNIT	DELIVERED, WEEKS/MONTHS
	PR NO.	END-USER	ACTIVITY	ACTIVITY DATE	PARTICULARS	QTY			
1	03-0293-24	CULTURE & THE ARTS	CITY PERFORMANCE (Venue: Plaza Rizal, Tacloban City)	JUNE 25, 2024	Lunch (packed)	150	300.00	Pax	Within specific date/time indicated in the Call-off (see Framework Agreement List for the Indicative CALL-OFF Order Schedule)
					PM Snack (packed)	150	100.00	Pax	
					Dinner (packed)	150	300.00	Pax	

(Name of Bidder/Company)

(Signature Over Printed Name of Authorized Representative)

(Designation)

(Date)



Section VII. Technical Specifications

IB-2024-04-06 SUPPLY & DELIVERY OF CATERING SERVICES FOR FY 2024 2ND QUARTER ACTIVITIES OF THE EASTERN VISAYAS STATE UNIVERSITY-MAIN CAMPUS (1 LOT)				
ITEM NO.	QTY	UNIT	ACTIVITY TITLE	STATEMENT OF COMPLIANCE COMPLY/ NOT COMPLY
1			03-0293-24 CULTURE & THE ARTS	
			CITY PERFORMANCE (Venue: Plaza Rizal, Tacloban City)	
			JUNE 25, 2024	
	150	PAX	LUNCH (Packed)	
			Rice	
			Pork Steak	
			Mixed Vegetable w/ quailed eggs	
			Fish Fillet Sweet & Sour soup	
			Buko Pandan	
			Softdrink	
	150	PAX	PM SNACK (Packed)	
			Ham and Cheese Sandwich	
			French Fries	
			Bottled iced tea	
	150	PAX	DINNER (Packed)	
			Rice	
			Pork Hawaiian	
			Ugat w/ vegetable	
			Stuffed shrimp	
			Mango Bango	
			Softdrink	
<p>The Caterer shall carry out the following scope of work as part of its services:</p> <p>a) Activities shall be served with at least of the following:</p> <ol style="list-style-type: none"> i. LUNCH/DINNER <ul style="list-style-type: none"> • Buffet/Packed style • Three (3) main courses • Choice of iced tea, juice, soda, and/or purified bottled/service drinking water • Dessert • Unlimited rice ii. AM/PM SNACK <ul style="list-style-type: none"> • Nutritious and savory snacks • Choice of iced tea, juice, soda, and/or purified bottled/service drinking water iii. OTHER/S: <ul style="list-style-type: none"> • Free-flowing coffee services with sugar and creamer or 3-in-1 type available throughout the training/conference duration <p>b) Observe punctuality in food delivery. The following schedule should be:</p> <ol style="list-style-type: none"> i. AM snacks : 09:30 AM - 10:00 AM ii. Lunch : 11:30 AM - 12:00 PM iii. PM Snacks : 02:30 PM - 03:00 PM 				

	<p>iv. Dinner : 6:30 PM – 7:00 PM</p> <p>c) Upon delivery of meals and prior to distribution of the same, the designated inspectorate, together with personnel from the Property Management Office (PMO) and other concerned offices will inspect the meals as to the quantity and in accordance with the specification of the menu and number of participants;</p> <p>d) Provide tables for food setting up, tablecloth, skirting, food warmer, coffee maker, purified water with dispenser, bottled water for the speakers, drinking glasses, plates, cups and saucers, and other utensils including table napkins;</p> <p>e) Prepared nutritious, fairly priced, and ethnically diverse meals in the proper amount of serving in accordance with the prepared menu by the respective end users and confirmed by the Caterer;</p> <p>f) Serve warm food. No cooking is allowed in the training hall, only for re-heating purposes;</p> <p>g) Food for participants and lecturers must maintain personal hygiene in every aspect (well-groomed food handlers with hairnets, plastic clear mouth cover, clean uniform, and well-trimmed nails);</p> <p>h) Show proper manner and skills in food serving throughout the training course;</p> <p>i) Maintain cleanliness in the venue especially where food is located at all times. Practice CLAYGO (Clean-As-You-Go);</p> <p>j) Dispose of waste properly by providing garbage bags;</p> <p>k) After each training/conference completed, the Caterer is responsible for sending a billing statement complete with supporting documents to the Procuring Entity for processing of payment;</p> <p>l) The caterer must have an appropriate service vehicle to hygienically transport from the Caterer’s kitchen to the training venue;</p> <p>m) Buffet/Plate/Pack in Meals will be served properly according to suitability; Liability of the caterer in case of death and injuries caused by improper food handling. It is limited only to the victims who are participants, resource persons, training staff, and other support staff. All medical expenses arising from that sickness will be borne by the Caterer;</p> <p>n) To anticipate a shortage of food especially when there is an increase in the number of speakers/observers/guests, the Procurement Unit/Office has the option to request from the Supplier that all meals served must have a buffer (extra) equivalent to five (5) heads</p> <p>o) The allowable ceiling/quotation price for one meal and two snacks must be according to the approved detailed budget estimate of the end user.</p>
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	<p>p) Any excess/leftover food of the catering services shall be turned over to the Procuring Entity at the end of each day.</p> <p>q) The Procuring Entity reserves the right to cancel or reschedule the delivery of catering services in cases of major institutional mandate/change, calamities, and force majeure upon formal notice to the Supplier at least three (3) days prior to the scheduled training/conference.</p> <p>r) The Procuring Entity reserves the right to substitute/reschedule trainings, and give a formal notice to the Supplier at least three (3) days prior to the schedule indicated in the Call-off.</p> <p>s) The Caterer shall provide the number of food staff as needed to carry out the services.</p> <ul style="list-style-type: none">• Two (2) food staff for 20 – 30 number of participants• Three (3) food staff for 31 – 50 number of participants• Four (4) food staff for 51 – 60 number of participants• Five (5) food staff for 61 – 80 number of participants	
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(Name of Bidder/Company)

(Signature Over Printed Name of Authorized Representative)

(Designation)

(Date)

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

ITEM NO.	DOCUMENT	PRESCRIBED FORMS
<u>Class “A” Documents</u>		
Legal Documents		
1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages, including its Annexes); <u>OR</u>	-
	Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; <u>and</u>	-
	Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; <u>and</u>	-
	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).	-
Technical Documents		
2	Statement of the 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; <u>and</u>	ANNEX A
3	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; <u>and</u>	ANNEX B
4	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>	ANNEX C
5	Conformity with the Schedule of Requirements; <u>and</u>	Section VI of the Philippine Bidding Documents
6	Conformity with the Technical Specifications, which may include production/ delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>and</u>	Section VII of the Philippine Bidding Documents
7	Original duly signed Omnibus Sworn Statement (OSS); <u>and</u> if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.	ANNEX D



Financial Documents		
8	The Bidder's audited financial statements , showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.	-
9	The 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		
10	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.	ANNEX E
Other documentary requirements under RA No. 9184 (as applicable)		
11	<i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> 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	-
12	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.	-

II. FINANCIAL COMPONENT ENVELOPE

ITEM NO.	DOCUMENTS	PRESCRIBED FORMS
1	Original of duly signed and accomplished Financial Bid Form.; and	ANNEX F
2	Original of duly signed and accomplished Price Schedule(s).	ANNEX G



Section IX. Bidding Forms

ANNEX A

Statement of Ongoing and Awarded But Not Yet Started Contracts

This is to certify that _ has the following ongoing and awarded but not yet started contracts:

Name of Contract	Date of Contract	Duration of Contract	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

Name and Signature of Authorized

Date

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

ANNEX B

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that _has the largest completed contract within the last two years:

Name of Contract	Date of Contract	Duration of Contract	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) or Sales Invoice (If completed)

Name and Signature of Authorized

Date

***Instructions:**

- a) Cut-off date: The day before the deadline of submission and opening of bids. In the column for "End-User's Acceptance", indicate the date of acceptance or Official Receipt(s) or Sales Invoice.



ANNEX C

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



SUBSCRIBED AND SWORN to before me, in the city of _____, this _____ day of _____, 2021, by the Affiant who is personally known to me and who exhibited his/her (any competent evidence of identity) issued by (issuing agency) on (date of issue) at (place of issue).

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No.; Series
of 2021.



ANNEX D

Omnibus Sworn Statement

[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 _____, 2021 at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me, in the city of _____, this _____ day of _____, 2021, by the Affiant who is personally known to me and who exhibited his/her (any competent evidence of identity) issued by (issuing agency) on (date of issue) at (place of issue).

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No.; Series
of 2021.



ANNEX E

FORMAT OF JOINT VENTURE AGREEMENT (JVA)

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:

(Name of Company), a corporation duly organized and registered under Philippine law, with principal office address at (address), and represented herein by (Position), (Name)

-and-

(Name of Company), a corporation duly organized and registered under Philippine law, with principal office address at (address), and represented herein by (Position), (Name)

That the above parties are duly authorized by their respective corporations to enter into and bind their respective corporations to a Joint Venture Agreement, pursuant to a valid Board Resolution issued by their respective Board of Directors/Trustees.

That all parties agree to join together their manpower, equipment, and what is needed to establish a project-specific Joint Venture for the purpose of bidding, and if successful, undertaking of the hereunder stated project of the NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA).

NAME OF PROJECT	ABC

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

That both parties agree that (Name of Company) shall act as the lead organization and (Name of Company) as partner organization; and (Name of Company), as the lead organization, will oversee the administration and content of the eligibility and proposal submissions, coordinate with NEDA on any matter that needs attending to, and implement the project in the event that the joint venture wins the bid.

That both parties agree that (Name), (Position), of (Name of Company), shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, to execute, and perform any and all acts necessary, and/or to represent the Joint Venture in the entire bidding and implementation process, as fully and effectively as the Joint Venture may do so as if personally present, without prejudice to the authority of the Joint Venture partners to exercise their power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties or in the event of an unsuccessful bidding.



In witness thereof, we have hereunto affixed our signatures this _____ day of _____ 2021 at _____.

(Name of Company)
by:

(Name)
(Position)

(Name of Company)
by:

(Name)
(Position)

WITNESSES:

(Signature of Witness)
(Name of Witness)

Address:

(Signature of Witness)
(Name of Witness)

Address:

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the (City/Province/Municipality) of _____ this _____ day of _____ 2021, personally appeared:

NAME	ID PRESENTED/EXPIRATION	PLACE OF ISSUE

known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of page/s, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021.



ANNEX F

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 Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		



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

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 ___

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

Note: *The Bidder shall provide the total bid amount, inclusive of all applicable government taxes and service charges.*

Name: _____

Legal Capacity: _____

Signature: _____

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

