

PHILIPPINE BIDDING DOCUMENTS

**Early Procurement Activity for the
Catering Services of the Programs,
Projects, and Activities of DepEd
Science City of Munoz for FY 2022**

**Department of Education Schools Division
Office of Science City of Munoz**

**Sixth Edition
July 2020**

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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

**Department of Education
Schools Division Office
Science City of Munoz**

**INVITATION TO BID FOR the Early Procurement Activity
for the Catering Services of the Programs, Projects, and
Activities of DepEd Science City of Munoz for FY 2022
Project No. DepEd-SCM-2021-036**

1. The Department of Education – Schools Division Office of Science City of Munoz, through the FY 2022 General Appropriations Act intends to apply the sum of *PHP: Two Hundred Sixty One Thousand Three Hundred Eighty (P261,380.00)* Only being the ABC to payments under the contract for the *Early Procurement Activity for the Catering Services of the Programs, Projects, and Activities of DepEd Science City of Munoz for FY 2022* with *Project No. DepEd SCM-2021-036*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Quantity	Unit	Articles / Description	Cost of Bidding Documents	Delivery Period	Unit Cost	Amount
Refer to the Schedule of Requirements	pax	Catering Services for Schools Division Office Programs, Projects, and Activities	P 500.00	Year Round for FY 2022	Refer to the Schedule of Requirements	P261,380.00

2. The Department of Education – Schools Division Office of Science City of Munoz now invites bids for the above Procurement Project. Delivery of the Goods is *year-round (365 days) for FY 2022*. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the Department of Education – Schools Division Office of Science City on Munoz and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders from *November 16, 2021 – December 6, 2021* at the Department of Education – Schools Division Office of Science City of Munoz through its BAC Secretariat, PhilGEPS website, and the website of the Procuring Entity, www.depedscm.com upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount stated above. The Procuring Entity shall allow the bidder to present its proof of payment for the fees or through electronic means via johann_tabing@yahoo.com.
6. The Department of Education – Schools Division Office of Science City will hold a Pre-Bid Conference on *November 24, 2021, 9 AM* through video conferencing via MS Teams link <https://bit.ly/3wR6Ahl>, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated above on or before *December 6, 2021, 1:00 PM*. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *December 6, 2021, 1:30 PM* at the Department of Education – Schools Division Office of Science City of Munoz Gymnasium. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
10. Prospective bidders may pay the cost of bidding documents either physically at the Schools Division Office or thru bank deposit or transfer of fund to the Department of Education – Schools Division Office of Science City of Munoz Trust Fund Account:

Account Name: DepEd Division of Science City of Munoz
 Account Number: 2962-1022-31
 Bank: Land Bank of the Philippines CLSU Munoz Branch

For online payment of the bidding documents, the proof of payment shall be sent to email address johann_tabing@yahoo.com before the issuance of the bidding documents to the e-mail address of the prospective bidder. Bids may also be sent thru courier service at the option of the prospective bidder.

11. The Department of Education – Schools Division Office of Science City of Munoz 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.
12. For further information, please refer to:

Johann M. Tabing
 BAC Secretariat
 Department of Education – Schools Division Office of Science City of Munoz
 Brgy. Rizal, Science City of Munoz
 Email address – johann_tabing@yahoo.com

13. You may visit www.depedscom.com for downloading of bidding documents.

November 15, 2021

ZUREX T. BACAY, PhD
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Education – Schools Division Office of Science City of Munoz* wishes to receive Bids for the *Early Procurement Activity for the Catering Services of the Programs, Projects, and Activities of DepEd Science City of Munoz for FY 2022*, with identification number *DepEd-SCM-2021-036*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2022 in the amount of *PHP: Two Hundred Sixty One Thousand Three Hundred Eighty (P261,380.00) Only*.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time either at its physical address or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 days from the 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

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the

case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

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

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> <ol style="list-style-type: none"> a. Food Catering or concessioner services. b. completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids. 												
7.1	<i>Sub-contracting not allowed.</i>												
12	The price of the Goods shall be quoted DDP <i>at the Schools Division Office of Science City of Munoz</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.												
15	The Technical Component envelope shall contain the <i>Original Copy and Copy 1 of the documents</i> . The Financial Component envelope shall also contain the <i>Original Copy and Copy 1 of the documents</i> . The two envelopes shall be enclosed in <i>one single envelope</i> . All envelopes shall contain the <i>Name of the Contract</i> to be bid, bear the <i>Name and Address of the Bidder</i> , and addressed to the <i>Bids and Awards Committee</i> . Bid envelopes that are not properly sealed and marked shall not be rejected but the bidder shall acknowledge such condition of the bid as submitted.												
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 P5,227.60, 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 P13,069.00, if bid security is in Surety Bond. 												
19.3	<p>Catering Services of the Programs, Projects, and Activities of DepEd Science City of Munoz for FY 2022 ABC – P261,380.00 Cost of Bidding Documents – P500.00</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">Unit</th> <th style="text-align: center;">Articles / Description</th> <th style="text-align: center;">Delivery Period</th> <th style="text-align: center;">Unit Cost</th> <th style="text-align: center;">Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Refer to the Schedule of Requirements</td> <td style="text-align: center;">pax</td> <td style="text-align: center;">Catering Services for Schools Division Office Programs, Projects, and Activities</td> <td style="text-align: center;">Year Round for FY 2022</td> <td style="text-align: center;">Refer to the Schedule of Requirements</td> <td style="text-align: center;">P261,380.00</td> </tr> </tbody> </table>	Quantity	Unit	Articles / Description	Delivery Period	Unit Cost	Amount	Refer to the Schedule of Requirements	pax	Catering Services for Schools Division Office Programs, Projects, and Activities	Year Round for FY 2022	Refer to the Schedule of Requirements	P261,380.00
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Refer to the Schedule of Requirements	pax	Catering Services for Schools Division Office Programs, Projects, and Activities	Year Round for FY 2022	Refer to the Schedule of Requirements	P261,380.00								
20.2	<i>Post Qualification Document – PhilGEPS Registration (Platinum)</i>												

21.2	<i>None</i>
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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 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered <i>to the Schools Division Office of Science City of Munoz</i>. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered <i>to the Schools Division Office of Science City of Munoz, Brgy. Rizal, Science City of Munoz</i>. 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> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Dr. Zurex T. Bacay, Assistant Schools Division Superintendent / BAC Chairman</i>.</p> <p>Incidental Expenses – Not Applicable.</p> <p>1. DELIVERY AND DOCUMENTATION</p> <p>Delivery Site shall be the Department of Education – Schools Division Office of Science City of Munoz and outside the premises in some instances.</p> <p>2. Delivery time of the food to be served as follows:</p> <p>AM Snacks - not later than 9:30 a.m.</p> <p>Lunch - not later than 11:30 a.m.</p> <p>PM Snacks - not later than 2:30 p.m.</p>

	<p>3. Upon delivery of the food to the venue, the caterer, shall notify the program owner and present the following documents to the program owner:</p> <p>Two (2) copies of the List of the Foods delivered showing the name of the activity, quantity, unit price and total amount to be signed by the program owner; One Copy shall be for the program owner to be presented to the Finance Unit before the payment and the other copy for the caterer.</p> <p>4. For purpose of this Clause, the Procuring Entity’s Representative at the venue where the food is to be delivered is the Program Owner.</p> <p>FOOD DELIVERY AND TRANSPORTATION</p> <p>The Procuring Entity accepts no liability for the damages / spoilage of food during transit.</p> <p>The Procuring Entity’s Inspectorate Committee shall conduct the Inspection and Acceptance of the foods delivered and shall make the necessary reports thereof.</p>
2.2	<p>TERMS AND CONDITIONS FOR CONTRACT OF SERVICE</p> <p>a. The Caterer shall bind itself to the following:</p> <ol style="list-style-type: none"> 1. The food items to be served taking into consideration the type of food, the quality of the food items and all other provisions stated in this contract 2. The support staff needed in the preparation and delivery or transportation of the food items. 3. The supplies and materials in the delivery, provision, presentation, and disposal of the ordered food items. 4. The documents for submission including those for payments, monitoring and performance evaluation. <p>b. Provide adequate, efficient, and reliable operation and under satisfactory and sanitary conditions at all times;</p> <p>c. Abide with rules and regulations, policies, and guidelines of DepEd – Schools Division Office of Science City of Munoz encompassing health, sanitation, and other requirements.</p> <p>Partial payment shall be made every month upon the presentation of billing statement and /or delivery receipt.</p>
4	<p>The inspections and tests that will be conducted are: Type and quantity of food, the quality of the food based on the technical specifications of the Procuring Entity.</p>

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.

SCHOOLS DIVISION OFFICE EARLY PROCUREMENT ACTIVITIES (EPA)

Proponent / Program Owner	Title of the Program, Project or Activity (PPA)	Proposed date of conduct	Menu (Please itemize the food, e.g. AM Snacks, Lunch or PM Snacks which include the detailed menu)	No. of pax / participants to be served:	Cost of food per pax / participant	TOTAL
Aileen G. Mactal/ Augusto A. Mateo	TRAINING FOR PARENTS AND TEACHERS ON TEACHING BEGINNING READING	January 28, 2022	Food for the Activity Proper A.M. Snack: - 3 layered jumbo loaf bread clubhouse sandwich - 250ml sotanghon soup - 500ml Water; Lunch: - 1 cup rice - 80g pork baby backribbs - Fish fillet - Chopsuey - Medium -sized banana - 500ml water; P.M.Snack: - 250g pansit - B-bgue - Can juice 4 season	10	400	4,000.00
		January 29, 2022	A.M. Snack: - pansit palabok - 2 puto pao medium - buko juice Lunch: - 1 cup rice - 80g crunchy pork sisig - relyenong bangus - gising-gising - medium-sized banana - 500ml water P.M.Snack: - 250 sopas - pandesal - can juice 4 season	10	400	4,000.00

Mercedita D. Saldero	CAREER GUIDANCE FESTIVAL	July 15, 2022	Food for the Planning–Meeting A.M. Snack - 130g Pancit bihon - reg.-sized putong puti - 50g barbecue - 350ml buco juice	7	200	1,400.00
		July 28, 2022	Food for the Activity Proper A.M. Snack: - 2-layered jumbo loaf breadchicken sandwich - 80g arroz caldo - 500ml water; Lunch: - 1 cup rice - 80g adobong pusit - 250 ml miswa & patola soup - Medium-sized banana - Regular-sliced sapin-sapin - 500ml water; P.M.Snack: - 130g Baked macaroni - Regular-sliced garlic bread - 50g barbecue - 500ml water	7	400	2,800.00
	TRAINING-WORKSHOP ON THE CRAFTING OF SPECIAL EDUCATION SUPPLEMENTARY LEARNING MATERIALS	April 15, 2022	Food for the Planning–Meeting A.M. Snack: - 250 ml sopas with egg - Regular-sized putong puti - 3 in 1 coffee	7	200	1,400.00
		April 27, 2022	Food for the Activity Proper A.M. Snack: - Three-layered jumbo loaf bread clubhouse sandwich - 250ml sotanghon soup - 500ml water; Lunch: - 1 cup rice - 80g pork kare-kare - 125g fried bangus - Medium -sized banana - 500ml water; P.M.Snack: - 250ml bilo-bilo - Regular-sliced inangit - 500ml water	7	400	2,800.00

Nelie D. Sacman, PhD	DEVELOPMENT AND QA OF LESSON EXEMPLARS IN CSE	Feb 3, 2022	<p>Food for the Activity Proper</p> <p>A.M. Snacks:</p> <ul style="list-style-type: none"> - Chicken sandwich - Pansit canton - Juice (Can) 240 ml <p>Lunch:</p> <ul style="list-style-type: none"> - Sinigang na hipon n pink salmon belly - Porkchop 125g - Banana - 1 bottled water (500ml) <p>PM Snacks:</p> <ul style="list-style-type: none"> - Halo halo - Chicken sandwich - Water (500ml) 	25	400	10,000.00
Mary Queen P.Orpilla,PhD	DEVELOPMENT AND QUALITY ASSURANCE OF E-BOOK AS INTERACTIVE LEARNIG MATERIALS IN SCIENCE	November 28, 2022	<p>Food for the Planning–Meeting</p> <p>A.M. Snack</p> <ul style="list-style-type: none"> - 130g Baked macaroni - Regular-sliced garlic bread - 50g barbecue - 500ml water 	10	200	2,000.00
		December 3, 2022	<p>Food for the Activity Proper (Day 1)</p> <p>A.M. Snack:</p> <ul style="list-style-type: none"> - Three-layered jumbo loaf bread clubhouse sandwich - 250ml sotanghon soup - 500ml water; <p>Lunch:</p> <ul style="list-style-type: none"> - 1 cup rice - 80g pork kare-kare - 125g fried bangus - Medium -sized banana - 500ml water; <p>P.M.Snack:</p> <ul style="list-style-type: none"> - 250ml bilo-bilo - Regular-sliced inangit - 500ml water; 	10	400	4,000.00

		December 4, 2022	<p>Food for the Activity Proper (Day 2)</p> <p>A.M. Snack:</p> <ul style="list-style-type: none"> - 2-layered jumbo loaf breadchicken sandwich - 80g sopas - 500ml water; <p>Lunch:</p> <ul style="list-style-type: none"> -1 cup rice - 80g baby back ribs - 250 ml miswa & patola soup - Medium-sized banana - Regular-sliced sapin-sapin - 500ml water; <p>P.M.Snack:</p> <ul style="list-style-type: none"> - 130g Baked macaroni - Regular-sliced garlic bread - 50g barbecue - 500ml water 	10	400	4,000.00
Zoraida F. Espino,PhD	DEVELOPMENT OF ONLINE ASSESSMENT TOOLS IN EPP/TLE/TVL	July 29, 2022	<p>Food for the Planning-Meeting</p> <p>A.M. Snack:</p> <ul style="list-style-type: none"> - Lugaw overload - 2 pcs puto - 500ml Water; <p>Lunch:</p> <ul style="list-style-type: none"> - 1 cup rice - Lechon kawali with sauce - Adobo sitaw - Medium -sized banana - 500ml water; <p>PM. Snacks:</p> <ul style="list-style-type: none"> - Pansit canton with lumpia shanghai - Mango can juice 	10	400	4,000.00

Nelween M. Gan	DEVELOPMENT OF ONLINE ASSESSMENT TOOLS IN MAPEH	July 14, 2022	Food for the Planning–Meeting A.M. Snack: - 10 serving of pansit guisado - Barbecue - 2 pcs. puto - 500ml Water; Lunch: - 1 cup rice - Lechon kawali with sauce - Sinigang bangus - Medium -sized banana - 500ml water; P.M. Snacks: - Palabok	10	400	4,000.00
		July 22, 2022	Food for the Activity Proper A.M. Snack: - 10 serving of pansit guisado - Barbecue - 2 pcs. puto - 500ml Water; Lunch: - 1 cup rice - Lechon kawali with sauce - Sinigang bangus - Medium -sized banana - 500ml water; P.M. Snacks: - Palabok - Lumpia shanghai - Mango can juice	10	400	4,000.00
Rodolfo A. Dizon, PhD	WEBINAR WORKSHOP ON DEVELOPMENT OF INTERACTIVE INSTRUCTIONAL MATERIALS FOR KINDERGARTEN LEARNERS	June 8, 2022	Food for the Planning–Meeting AM Snacks: - Spaghetti - Fried chicken - Four Seasons Juice Drink (240 ml) - Bottled Water (500ml)	10	200.00	2,000.00

		<p>June 15, 2022</p> <p>Day 1 - Quality Assurance Food for the Activity Proper A.M. Snacks - Pancit Guisado with barbecue - Fresh buko juice (500 ml);</p> <p>Lunch - Rice - Seafoods Kare-kare - Pork giniling - Bottled water (500 ml);</p> <p>P.M. Snacks - Siopao - Big - Four Seasons Juice Drink (240 ml)</p>	10	400.00	4,000.00
		<p>June 16, 2022</p> <p>Day 2- Quality Assurance Food for the Activity Proper A.M. Snacks - Arroz caldo - Nilagang Saging/Mani - Bottled Water (500 ml);</p> <p>Lunch: - Pork Sinigang - Fried Tilapia - Ensaladang Sayote tops - Banana - Buko Juice (500 ml);</p> <p>P.M. Snacks - Baked Macaroni - Garlic Bread - Pineapple in Can</p>	10	400.00	4,000.00
	ON-LINE WORKSHOP ON THE PREPARATION, DEVELOPMENT, AND EVALUATION OF SUPPLEMENTARY LEARNING MATERIALS	<p>June 20, 2022</p> <p>Food for the Planning-Meeting A.M. Snack- - Spaghetti - Barbeque - 500ml Bottled Water</p>	10	100.00	1,000.00

		June 24, 2022	<p>Food for the Activity Proper</p> <p>A.M. Snack:</p> <ul style="list-style-type: none"> - 2 pcs puto - 80g creamy/milky sopas - 500ml water; <p>Lunch:</p> <ul style="list-style-type: none"> - 1 cup rice - 80g pork baby back ribs - Spicy gising2x - Chicken sotanghon soup - Medium-sized banana - 500ml water <p>P.M.Snack:</p> <ul style="list-style-type: none"> - Cheese pimiento - 30g lasagna - 4-seasons juice in can 	10	400.00	4,000.00
Winnie W. Poli	EMPOWERING SCHOOL HEADS, ASSISTANT PRINCIPALS AND HEAD TEACHERS AS RESILIENT INSTRUCTIONAL LEADERS IN THE VUCAD WORLD	July 16, 2022	<p>Food for the Planning-Meeting</p> <p>A.M. Snack-</p> <ul style="list-style-type: none"> - Spaghetti - Barbeque - 500ml Bottled Water 	10	100.00	1,000.00
		July 28, 2022	<p>Food for the Activity Proper</p> <p>A.M. Snack:</p> <ul style="list-style-type: none"> - 2 pcs puto - 80g creamy/milky sopas - 500ml water; <p>Lunch:</p> <ul style="list-style-type: none"> - 1 cup rice - 80g pork baby back ribs - Spicy gising2x - Chicken sotanghon soup - Medium-sized banana - 500ml water <p>P.M.Snack:</p> <ul style="list-style-type: none"> - Cheese pimiento - 30g lasagna - 4-seasons juice in can 	10	400	4,000.00
	MATHEMATICS TECHNOLOGICAL-PEDAGOGICAL-CONTENT - KNOWLEDGE ON BLENDED DISTANCE LEARNIN	August 23, 2022	<p>Food for the Planning-Meeting</p> <p>A.M. Snack</p> <ul style="list-style-type: none"> -130g Pancit bihon - reg.-sized putong puti - 50g barbecue - 350ml buco juice 	10	200	2,000.00

		<p>Food for the Activity Proper</p> <p>A.M. Snack:</p> <ul style="list-style-type: none"> - 2-layered jumbo loaf bread chicken sandwich - 80g arroz caldo - 500ml water; <p>Lunch:</p> <ul style="list-style-type: none"> - 1 cup rice - 80g chicken barbecue inasal - Spicy and crunchy - Bangus sisig - Pink salmon soup - Medium-sized banana - 500ml water; <p>P.M.Snack:</p> <ul style="list-style-type: none"> - 130g Baked macaroni - Regular.-sliced garlic bread - 50g barbecue - 500ml water 	10	400	4,000.00
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Joel G. Dizon	Computer Based-English Proficiency Test (1st Batch- 5 Batch)	February 5, 2022	AM SNACKS- 130g Palabok; Regular Sized Lumpiang Shanghai; 500ml Bottled Water	9	100	900.00
			LUNCH- 1 Cup Rice; 65g Beef Broccoli; 100g Fish Fillet, Medium Sized Banana; 500ml Bottled Water	9	200	1,800.00
			PM SNACKS- 2-Layered jumbo loaf bread Hamburger; 240ml Pineapple Juice in can	9	100	900.00
		February 6, 2022	AM SNACKS- 130g Spaghetti; Regular Sized Lumpiang Shanghai; 350ml Buko Juice	9	100	900.00
			LUNCH- 1 Cup Rice; 65g Pork Adobo; 125g Fried Tilapia, Medium Sized Banana; 500ml Bottled Water	9	200	1,800.00
			PM SNACKS- 3-Layered jumbo loaf bread Club House; 240ml Pineapple Juice in can	9	100	900.00
		February 12, 2022	AM SNACKS- 130g Pancit Guisado; Regular Sized Puto; 500ml Bottled Water	9	100	900.00
			LUNCH- 1 Cup Rice; 65g Beef Caldereta; 80g Gising gising, 150g mized fruits; 500ml Bottled Water	9	200	1,800.00
			PM SNACKS- 2-Layered jumbo loaf bread Chicken Sandwich; 240ml Pineapple Juice in can	9	100	900.00
		February 13, 2022	AM SNACKS- 2pcs boiled Banana; 2 pcs Regular Sized Puto; 350ml Buko Juice	9	100	900.00
			LUNCH- 1 Cup Rice; 65g Beef Steak; 80g Vegetable Ensalada; Medium sized Banana; 500ml Bottled Water	9	200	1,800.00
			PM SNACKS- 130g Bake mac; 240ml Pineapple Juice in can	9	100	900.00
		February 19, 2022	AM SNACKS- 250ml Goto Overload; 2 pcs Regular Sized Pandesal; 500ml Bottled Water	9	100	900.00
			LUNCH- 1 Cup Rice; 80g Calderetang Bibe; 80g Chopsuey; Medium sized Apple; 500ml Bottled Water	9	200	1,800.00
			PM SNACKS- 130g Pancit; 240ml Pineapple Juice in can	9	100	900.00
Princess Mea P. Madayag	2022 Womens Month Celebration (Virtual) Theme: "We Make Change Work for Women"	March 31, 2022	AM SNACKS-150g lumpiang sariwa; regular sized BBQ; 240ml Pineapple juice in can	80	150	12,000.00
			Lunch- 1 cup rice; 80g fried chicken; 80g chop suey; 500ml bottled water	80	175	14,000.00
			PM SNACKS- regular sized Siopao; 350ml buko juice	80	67.5	5,400.00
Lamberto P. Corpuz	SBM Validation and Continuing Technical Assistance on SBM Level of Practice	April to May, 2022	DAY 1- AM SNACKS- Overflowing coffee; 250ml Mami; Regular sized Siopao; 500ml Bottled Water	30	150	4,500.00
			DAY 1- LUNCH- 1 Cup Rice; 65g Sweet and Sour Pork; 125g Sinigang na Bangus; Medium Sized Banana; 500ml Bottled Water	30	150	4,500.00
			DAY 1- PM SNACKS- Jumbo Sized Burger; 350ml dark chocolate milk tea	30	150	4,500.00
			DAY 2- AM SNACKS- Overflowing coffee; 250ml Goto Overloadi; 350ml Buko Juice	30	150	4,500.00
			DAY 2- LUNCH- 1 Cup Rice; 65g Lechon Kawali; 80g Tinolang Manok; 150g mixed fruits; 500ml Bottled Water	30	150	4,500.00

			DAY 1- PM SNACKS- 3-Layered jumbo loaf bread Club House; 240ml Pineapple juice in can	30	150	4,500.00
Bernardo A. Gargabite	Division Virtual/Onsite Presentations of SY 2021-2022 Private School Annual Accomplishments (Private Schools Bonanza)	May 26-27, 2022	AM SNACKS-3 layered jumbo loaf bread club house; Pineapple juice in can	36	50	1,800.00
			LUCH- 1 cup rice; 65g beef steak, 80g gising-gising; medium sized banana; 500ml bottled water	18	200	3,600.00
			PM SNACKS- 100g nachos with dip; 350ml buko juice	36	50	1,800.00
Marlon V. Siminig	Review of Strategic and Operational Plans	September 8-9, 2022	DAY1- AM SNACKS- Overflowing coffee; 130g pancit; regular sized puto; 350ml sago juice	30	140	4,200.00
			DAY1- LUNCH- 1 cup rice; 65g beef steak, 80g gising-gising; medium sized banana; 500ml bottled water	30	200	6,000.00
			DAY1- PM SNACKS- 150g lumpiang sariwa; 350ml buko juice	30	110	3,300.00
		September 9, 2022	DAY2- AM SNACKS- Overflowing coffee; 250ml goto overload; 500ml bottled water	30	140	4,200.00
			DAY2- LUNCH- 1 cup rice; 125g Fish and shrimp sinigang; 350ml buko juice	30	200	6,000.00
			DAY2- PM SNACKS- 3-layered jumbo load bread club house; 350ml sago juice	30	110	3,300.00
Princess Mea P. Madayag	Seminar on Financial Literacy, Retirement Benefits for Prospect Retirees and Tribute for Retirees	October 14, 2022	AM SNACKS-3 layered jumbo loaf bread club house; 130g carbonara; 240ml Pineapple juice in can	5	206	1,030.00
			LUNCH- 1 cup rice; 80g garlic butter shrimp; 80g chop suey; 65g Pork Kare-kare; medium sized banana; 500ml bottled water	5	300	1,500.00
			PM SNACKS- 100g nachos with dip; 350ml buko juice	5	150	750.00
Accounting	Webinar on Updates on Taxation	April 2022	AM Snack 130g Baked Mac 2pcs garlic bread 295ml bottles softdrinks LUNCH 1 cup rice 65g pork caldereta 80g buttered veggies 1 medium sized banana 500 ml bottled water	20	300.00	6,000.00

Supply	Virtual Training on Property Custodianship and Other Important Supply Protocols	May 2022	AM Snack 3 layered jumbo loaf bread clubhouse sandwich 80g fries LUNCH 1 cup rice 125g buttered garlic shrimp 1 medium sized banana 500 ml bottled water	7	300.00	2,100.00
QMR / ASDS	Conduct of Internal Quality Audit	May and June 2022	Day 1 AM Snack 250 ml lugaw overload 500 ml bottled water Lunch 1 cup rice 80g chopseuy 125 g fried hito 100g fruit salad 500ml bottled water PM Snack 3 layered jumbo loaf bread clubhouse sandwich 240 ml canned juice Day 2 AM Snack 2 medium sized boiled saba 2 medium sized puto cheese 500 ml bottled water Lunch 1 cup rice 80g gising gising 80g lechon kawali 100g fruit salad 500ml bottled water PM Snack 2 layered jumbo loaf bread ham and egg sandwich 240 ml canned juice			

		150g lumpiang sariwa 500 ml bottled water Lunch 1 cup rice 80g ginataang laing 80g lechon kawali 100g fruit salad 500ml bottled water PM Snack 130g beef spaghetti 2 regular sized lumpiang shanghai 240 ml canned juice Day4 AM Snack 130g palabok 2 regular sized puto white 500 ml bottled water Lunch 1 cup rice 65g beef caldereta 80g buttered vegetable 100g fruit salad 500ml bottled water PM Snack 130g beef spaghetti 2 regular sized lumpiang shanghai 240 ml canned juice --- AM Snack 130g baked mac 2 regular sized puto white 500 ml bottled water Lunch 1 cup rice 65g pork adobo 125 g fried tilapia 100g fruit salad 500ml bottled water PM Snack 150ml ginataang mais 500 ml bottled water	44	400.00	17,600.00
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Admin	WEBINAR ON TECHNICAL WRITING	May 2022	AM Snack 3-Layered Jumbo Loaf bread Clubhouse Sandwich 240ml pineapple juice LUNCH 80g Chopseuy 80g Chicken Inasal 1 cup rice 500 ml bottled water 1 medium sized banana	45	350.00	15,750.00
	AN ORIENTATION WITH CIVIL SERVICE COMMISSION (CSC): DIGITIZING OUR SERVICE (A PRIME HRM SILVER MOVE)	March 2022	3 layered jumbo loaf bread clubhouse sandwich 240 ml pineapple juice LUNCH 1 cup rice 80g lechon paksiw 80g gising gising 1 medium sized banana 500 ml bottled water PM SNACK 130g pansit 2 regular sized bbq 250ml C2	47	450.00	21,150.00
QMR / ASDS	Management Review	November 2022	Day 1 AM Snack 250 ml ginataang Munggo 500 ml bottled water Lunch 1 cup rice 125g ginataang tilapia 80g chopseuy 150g mixed fruits 500ml bottled water Day 2 AM Snack 130g pancit malabon 3 regular sized cutsinta 500 ml bottled water Lunch 1 cup rice 80g seafood kare kare 125g fried tilapia 150g mixed fruits 500ml bottled water	35	300.00	10,500.00
GRAND TOTAL						261,380.00

Section VII. Technical Specifications

Technical Specifications

Technical Specifications of the Food to be Served

Rice	1 cup
Cooked Veggies	80g
Cooked Lean Poultry (Chicken)	80g
Cooked Lean Red Meat (Beef, Pork)	65g
Cooked Fish Fillet	100g
Cooked Fish (Tilapia, Bangus, etc)	125g
<i>Note: sauces and soups are not included in weight)</i>	
DESSERTS:	
Salad (Fruit, Buko Pandan etc)	100g
Mixed Fruits	150g
Fresh Fruits (Apple, Banana, Orange)	Medium-Sized
DRINKS:	
Soda (bottled)	295 ml
Water (bottled)	500ml
Juices (in can)	240ml
Fresh Juices (Buko Juice, bottled)	350 ml
SANDWICHES:	
Club house	3-layered jumbo loaf bread
Others (Chicken, Ham and Cheese, etc)	2-layered jumbo loaf bread
SNACKS:	
Goto/Mami	250ml
Lumpiang Sariwa (sauce not included in weight)	150g
Pastas (sauce not included in weight)	130g
BBQ	50g
Puto/Cuchinta	Regular-Sized
Siopao	Regular-Sized

***individually packed with disposable utensils and tissue paper

The Division Inspectorate Committee and End-user shall evaluate the performance of the Caterer based on a set of criteria. The Procuring Entity shall have the right to terminate the contract in case the caterer fails to perform the obligation under the contract. The Caterer, at all times, shall maintain the cleanliness of the venue during and after the activity. Moreover, the payment shall be made on a monthly basis after the conduct of all the activities for the said month.

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
Or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
And
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
 (n) Original of duly signed and accomplished Price Schedule(s).

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

- (o) *[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.
 (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

BERNARDO A. GARGABITE, EdD

Member

WINNIE W. POLI

Member

MERCEDITA D. SALDERO

Member

LARRY B. ESPIRITU, PhD

Vice-Chairman

ZUREX T. BACAY, PhD

Chairman

