

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Catering Service for the conduct of various SLM-Related Activities at NEAP-R1

Bid Reference No. 2025-07-19

Government of the Republic of the Philippines



CLMD-Learning Resource Management Section (LRMS)

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (e.g., the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines
Department of Education
REGION I

INVITATION TO BID FOR

**PROCUREMENT OF CATERING SERVICES FOR THE CONDUCT
OF VARIOUS SLM-RELATED ACTIVITIES AT NATIONAL EDUCATORS ACADEMY OF
THE PHILIPPINES REGION I (NEAP-R1)**

Bid. Ref. No. 2025-07-19

1. The Department of Education Regional Office I, City of San Fernando, La Union through the FY 2025 GAA intends to apply the sum of **One Million Nine Hundred Ninety-Eight Thousand Pesos (P1,998,000.00)** being the Approved Budget for the Contract to payments under the contract for Procurement of Catering Service for the conduct of various SLM-Related Activities at National Educators Academy of the Philippines -Region I with Bid reference No. 2025-07-19.

TITLE OF THE PROJECT	ACTIVITIES	PAX	No. Days
Procurement of Catering Service for the conduct of various SLM-Related Activities	A. Crash Course on Recorded and Live Storytelling of Theme-based SLMs Contents	140	5
	B. Masterclass on Copyright Management of Self-Learning Modules and other Learning Resources	140	5
	C. RO and SDO Interface on Data Management of Self-Learning Modules and other Learning Resources	100	4
	D. Program Implementation Review on the Implementation of LRMDs, and Utilization of Self-Learning Modules and other Learning Resources	140	4

Bids received in excess of the ABC shall be automatically rejected at bid opening.


2. The Department of Education Regional Office I, City of San Fernando, La Union now invites bids for the above Procurement Project. Delivery of the goods is required, as follows:

Project	Contract Duration
A	September 1-6, 2025
B	September 8-12, 2025
C	October 27-October 31, 2025
D	November 10-14, 2025

Bidders should have completed, within **five 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 **Department of Education Regional Office I, City of San Fernando, La Union** and inspect the Bidding Documents at the address stated below, from Monday to Friday 8:00Am to 5:00PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders from July 17, 2025- August 5, 2025 from the given address and website(s). The prospective bidders shall pay the applicable fee of **Five Thousand Pesos (P5,000.00)** in person at the Cash Unit or through electronic means at the DepED RO-I Remittances and other Funds with Land Bank Account Number 0202-0256-41. Deposit Slip should be scanned and emailed to the BAC Secretariat at bac.region1@deped.gov.ph.
6. The **Department of Education Regional Office I, City of San Fernando, La Union** will hold a Pre-Bid Conference on July 24, 2025 at 09:00 in the morning at its **Executive Conference Hall** and/or through video conferencing or webcasting via **GOOGLE MEET**, which shall be open to prospective bidders upon request.
7. Bids must be duly received by the BAC Secretariat through manual submission at **Department of Education Regional Office I, City of San Fernando, La Union** on or before 9:00 in the morning on August 5, 2025. 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 August 5, 2025 at 9:00 o'clock in the morning- at the **Executive Conference Room, Department of Education, Regional Office I, City of San Fernando, La Union**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity or on line through a link that will be provided upon request.
10. The **Department of Education, Regional Office I, City of San Fernando, La Union** 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:
 DARIUS C. NIETO
 Head, BAC Secretariat
 DepED Regional Office I, City of San Fernando, La Union
bac.region1@deped.gov.ph
 072-682-23-24 local 108
12. You may visit the following websites:
 For downloading of Bidding Documents: depedro1.com


RHODA T. BAZON
 BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **Department of Education, Regional Office I, City of San Fernando, La Union** wishes to receive Bids for the **Procurement of Catering Services for the conduct of various SLM-Related Activities at NEAP-R1** with Project identification Number 2025-07-19. 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 **FY 2025** in the amount of **One Million Nine Hundred Ninety-Eight Thousand Pesos (P1,998,000.00)**.
- 2.2. The source of funding is the General Appropriations Act 2025.

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 fifty percent (50%) of the ABC.

(a) The bidder should have completed at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least 50% of the ABC as required; and

(b) The largest of these similar contracts must be equivalent to at least 25% of the ABC as required above.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The **Department of Education Regional Office I, City of San Fernando, La Union** will hold a pre-bid conference for this Project on **July 24, 2025 at 9:00 in the morning at its Executive Conference Hall and/or through GOOGLE MEET** 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 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 c.
- 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 December 2, 2025. 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.

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.

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 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. One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA

No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. 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

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> Procurement of Catering Service completed within five (5) years prior to the deadline for the submission and receipt of bids. The bidder should have completed at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least 50% of the ABC as required; and The largest of these similar contracts must be equivalent to at least 25% of the ABC as required above.
7.1	The Procuring Entity has prescribed that Subcontracting is not allowed.
9	<p>Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>For purposes of this Clause the Procuring Entity's Representative and address is as follows:</p> <p>RHODA T. RAZON Chairperson, Bids and Awards Committee Department of Education Regional Office I Flores St., Catbangen, City of San Fernando, La Union</p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PHILGEPS and the procuring entity's website of any supplemental/bid bulletin shall be deemed sufficient notice to all bidders or parties considered.</p>
12	The price of the Goods shall be quoted DDP to the Department of Education Regional Office I, City of San Fernando, La Union for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> The amount of not less than ₱39,960,00.00 (equivalent to two percent (2%) of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than ₱99,900.00 (equivalent to five percent (5%) of ABC), if bid security is in Surety Bond.
15	<p>Prospective bidders shall enclose their original eligibility and technical documents in a sealed envelope marked as ORIGINAL – TECHNICAL PROPOSAL. Copies thereof shall be similarly sealed in envelopes marked as COPY 1 – TECHNICAL PROPOSAL and COPY 2 – TECHNICAL PROPOSAL. The said envelopes containing original and the copies shall then be enclosed in one single envelope marked as TECHNICAL PROPOSAL. On</p>

	<p>the other hand the original of their financial documents shall be enclosed in another sealed envelope marked as ORIGINAL – FINANCIAL PROPOSAL. Copies thereof shall be similarly sealed in envelopes marked as COPY 1 – FINANCIAL PROPOSAL and COPY 2 – FINANCIAL PROPOSAL. The said envelopes containing the original and the copies shall then be enclosed in one single envelope marked as FINANCIAL PROPOSAL. Further, the envelopes marked as TECHNICAL PROPOSAL and FINANCIAL PROPOSAL shall be enclosed and/or sealed in an outer envelope marked as MOTHER ENVELOPE. Additional copies of TECHNICAL PROPOSAL and FINANCIAL PROPOSAL for COA shall likewise be provided.</p> <p>To facilitate the receipt and classification of envelopes and the subsequent evaluation of the bid proposals, the MOTHER ENVELOPE shall be RED, the inner envelope containing the TECHNICAL PROPOSAL shall be BLUE and the inner envelope containing the FINANCIAL PROPOSAL shall be GREEN. The divider tabs for the table of contents and each part in the checklist shall be LIGHT GREEN.</p> <p>Unsealed or unmarked bid envelopes shall be <u>rejected</u>. However, bid envelopes that are not properly sealed and marked, as required in the Bid Docs, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>
16	ONLINE SUBMISSION OF BIDS IS NOT ALLOWED
19.4	The Project shall be awarded as: One Project having several items that shall be awarded as one contract.
20.2	<p>For purposes of post-qualification, the following shall be required: 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 LCB, the Bidder shall submit the following requirements:</p> <ol style="list-style-type: none"> 1. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank; Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted. <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p> <ol style="list-style-type: none"> 2. Documents to verify or support its Statement of all on-going government and private contracts such as Notice of Award and/or Contract, Notice to Proceed issued by the owner, Certificate of Accomplishment signed by the owner;

	<p>3. For validation purposes, original copy Class A Eligibility Documents.</p> <p>4. In addition to the required documents to be submitted, the BAC through TWG is mandated to conduct Site Inspection and Free Taste Test as specified in General Conditions Item No. 4 and SCC item no. 4.</p> <p>During post-qualification, compliance of the goods offered with the requirements specified in this bidding document shall be thoroughly assessed, encompassing the following criteria:</p> <p>2. Consistent with Section 34.3, b.ii, item a of the IRR of R.A. 9184, the verification of availability and commitment, as well as inspection and testing, for the required capacities and operating conditions of equipment units intended to be owned, leased, or under purchase by the bidder for use in the contract being bid for. Additionally, the performance of the bidder in its ongoing government and private contracts will be scrutinized. Any ongoing contract revealing:</p> <p>a. Negative slippage of at least fifteen percent (15%) in any single project or a negative slippage of at least ten percent (10%) in each of two (2) or more contracts will be subject to evaluation.</p> <p>3. Consistent with Section 34.3, b.iii, item a to c of the IRR of R.A. 9184, the verification, inspection, and testing of the goods/products, aftersales, and maintenance capabilities, in applicable cases, as well as checking the following:</p> <p>a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its on-going government and private contracts</p> <p>b. If any of these contracts shows the bidder's failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by the Procuring Entity pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or</p> <p>c. Unsatisfactory performance of the supplier's obligations as per contract terms and conditions at the time of inspection</p> <p>If the BAC verifies any of these deficiencies to be due to the bidder's fault or negligence, the BAC shall disqualify the bidder from the award, for the procurement of goods.</p> <p>Failure to submit the above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.</p>
21.1	<i>No further instructions</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents</p> <p>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 this Contract are DDP to the NEAP R-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 are Arlene A. Niro, Chief Education Supervisor and Gina A. Amoyen, Education Program Supervisor.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI, Schedule of Requirements:</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> <p>Scope of Work</p> <p>The winning bidder shall operate within a designated area adjacent to the Dining Area and provide meals for NEAP R1 participants and guests, in accordance with the schedule of activities issued by the PE/Program Owner.</p> <p>During the contract period, the PE will provide the following amenities at no cost to the winning bidder:</p> <ol style="list-style-type: none"> 1. Dining area and pantry 2. Janitorial services for the lobby, hallways, and grounds 3. Parking slots for deliveries <p>The winning bidder may use the available furniture, fixtures, and equipment in the Dining Area, with the understanding that any damage or loss will require replacement or compensation.</p>

The winning bidder shall ensure that all furniture, fixtures, equipment, and facilities are properly maintained throughout the duration of their use.

NEAP R1 reserve the right to use alternative spaces preferred by participants and guests for seminars, trainings, meetings, conferences, or other events, including spaces other than the dining hall.

In the event that NEAP R1 clients request packed meals instead of buffet service, the supplier shall provide durable, high-quality packaging materials.

Food Service Guidelines

Catering operations will be provided Monday through Friday, with service on Saturdays when scheduled, offering set menus, packed meals, or a managed buffet, as applicable.

Menu Selection

The winning bidder shall offer a variety of nutritious meal options. Four (4) and Five (5) days menu cycle must be submitted to PE as part of the technical proposal.

Menu proposals for catering services must be submitted to the end-user, through PE, at least one (1) week in advance. The proposal should specify the portion sizes or the number of pieces per serving. It is understood that the standard weight will exclude the weight of sauces or garnishes.

Failure to submit the required menu cycle or comply with the approved menu will be considered a violation and may result in sanctions, as outlined in Item 6 of this SCC.

Equipment and Facilities

The winning bidder, with written consent from the PE, shall provide at its own expense all necessary equipment and supplies for the food service operation, including but not limited to:

- a. Kitchen equipment and utensils, such as food warmers, chafing dishes, soup kettles, cold pans, and display cases;
- b. The winning bidder shall promptly report any required repairs to plumbing or drainage systems to the PE;
- c. Any fixtures, equipment, or shelving provided by the winning bidder shall remain its property. These may be removed by the winning bidder upon contract termination, provided that removal does not damage the premises and is approved in writing by the PE; and
- d. The winning bidder shall maintain the premises in a clean, sanitary condition, free from unpleasant odors, disturbing noises, or other nuisances.

Personnel/Manpower Requirement

The winning bidder shall submit the names of personnel assigned to NEAP RI for approval, one (1) week before the contract award.

Role/Function	Minimum No.	Requirement
Project/Food Supervisor	1	At least 1 year relevant experience
Waiter/Server	2	Health certificate and relevant experience

For larger events, additional personnel may be required and must be coordinated with PE prior to the scheduled activity. Any changes or replacements in the winning bidder's personnel shall be communicated to PE in writing.

All food handlers, including kitchen and dining staff, must wear proper work attire or uniforms and adhere to good personal hygiene practices as outlined in Section 3b, Item 5, of the Implementing Rules and Regulations of Chapter III on Food Establishments of the Code on Sanitation of the Philippines (PD 856). Personnel must wear their NEAP RI-issued identification cards or passes at all times while on the premises.

The winning bidder shall be solely responsible for the salaries, wages, allowances, overtime compensation, and other benefits of all its personnel, in accordance with the provisions of the Labor Code of the Philippines. The bidder shall also ensure full compliance with the Social Security System (SSS), PhilHealth, Pag-IBIG, Occupational Health and Safety Standards, and all other relevant regulations under the Employee Compensation Commission.

Food Safety, Sanitation and Quality Control

The winning bidder shall ensure the highest standards of cleanliness and hygiene in the preparation, handling, and service of food. The bidder must comply with all relevant laws, ordinances, and regulations, including the Sanitation Code of the Philippines (PD 856), RA 3720 (as amended by EO 175), environmental laws such as RA 8749, RA 9003, RA 9275, and applicable DepED policies and orders.

All food preparation and handling by the winning bidder shall be subject to unannounced inspections by PE or its authorized representative to ensure compliance with food safety and quality standards.

The winning bidder shall be responsible for monitoring, handling, and disposing of all waste materials at the source. This includes providing containers with lids and ensuring proper segregation and labeling of waste into the following categories:

- Biodegradable (Composting)

Food waste (leftover food, fruit, and vegetable peelings)

- Non-biodegradable (recyclables)

Aluminum cans, pet bottles, tetra packs, and any metal products

- Paper

Wet paper

Dry paper

Note: The use of single-use plastics and Styrofoam packaging containers is strictly prohibited.

Delivery of Services

The Procuring Entity (PE) will guarantee the number of participants as indicated in the activity schedule. However, **if the actual number of participants exceeds the guaranteed number, billing will be based on the actual attendance.**

The Supplier shall ensure that food quality and service standards are consistently maintained. Compliance with the **Food Safety Act of 2013 and FDA Advisory No. 2015-066** will be monitored by the Procuring Entity.

In addition to food, the Supplier shall provide all necessary kitchen tools, equipment, cooking utensils, dining wares, food containers, and other supplies required to deliver the services.

The Supplier shall deploy an adequate number of personnel to perform the required services. The Supplier is responsible for ensuring that its personnel comply with labor and employment standards and maintain full control and discipline over them. All personnel must be well-trained, physically and mentally fit for work. Copies of personnel profiles, NBI clearances, and health certificates must be submitted to the Procuring Entity one week after the Framework Agreement is signed and prior to deployment. Service personnel are subject to security checks when leaving the premises.

The Supplier guarantees that all deliveries will be free from defects. If any defective items are identified by the Procuring Entity during the delivery period, the Supplier shall replace them immediately upon verbal notification.

Menu changes by the Supplier will not be allowed, except in cases where raw materials are unavailable. Any menu change requires prior approval from the Procuring Entity, with at least three (3) days notice.

The Supplier shall ensure the cleanliness and orderliness of both the kitchen and dining areas during the event. Waste segregation must be strictly followed, and proper disposal of organic and inorganic materials must be implemented.

The Supplier assumes full responsibility for any damages or illnesses caused by food served. The Procuring Entity will investigate any incidents involving food spoilage, wastage, or related issues.

Leftover safe food items shall be handed over to the designated representative of the Procuring Entity. The Supplier must complete a "Leftover Food Waiver Form," which shall be signed by both the Supplier and the Procuring Entity.

Other Conditions

A Supplier who accepts a contract but fails to deliver the required goods within the stipulated time, without a justifiable reason, shall be disqualified from participating in future DepEd procurement activities or those of any DepEd units. This is without prejudice to the imposition of additional sanctions as prescribed under R.A. 9184 and its Implementing Rules and Regulations (IRR).

The Supplier shall be responsible for the payment of all applicable duties, excise taxes, and other taxes or charges.

All transactions are subject to the withholding of creditable Value Added Tax (VAT) and/or Expanded VAT, in accordance with the relevant revenue regulations of the Bureau of Internal Revenue (BIR).

Prohibited Acts

The winning bidder is prohibited from engaging in any of the following:

1. Using the NEAP R1 premises for unlawful, immoral, or any activity contrary to the provisions of this agreement, or for any purpose that could cause damage to NEAP R1.
2. Storing flammable materials, toxic substances, harmful chemicals, or noxious substances on the premises, except those necessary for cleaning, sanitation, and food service operations.
3. Storing or possessing contraband items, including but not limited to illegal drugs, firearms, ammunitions, explosives, pornographic materials, or any other items prohibited by law.
4. Making alterations, renovations, or improvements to the premises, or modifying the electrical, plumbing, lighting, or sanitary systems, without prior written consent from NEAP R1.
5. Using the provided dining halls beyond the approved operating hours for food service. For cleaning or special events requiring the use of these facilities outside regular hours, prior consent must be obtained from NEAP R1.
6. Using the facilities to provide catering services for any non-NEAP R1-related functions or external clients.
7. Using the NEAP R1 premises for dwelling or sleeping purposes.

Monitoring and Clearance

The PE will conduct regular inspections to ensure the winning bidder's compliance with the provisions outlined in this agreement. The winning bidder

assumes full responsibility for the quality, safety, and fitness for human consumption of all food items served.

The winning bidder shall permit inspections by relevant government agencies, including the City or Municipal Health Office, Bureau of Fire Protection, or the Bureau of Internal Revenue (BIR), as required.

The PE will conduct performance surveys through **Supplier's Performance Evaluation System** monthly (September, October and November) to assess the winning bidder's service quality. The assessment shall be headed by the end-user representative, Arlene A. Niro.

The winning bidder must strictly adhere to the Terms of Reference and Scope of Services. The bidder shall be liable for any violations, including those committed by its staff. Penalties for infractions are as follows:

- **First Offense:** Verbal warning, followed by written acknowledgment.
- **Second Offense:** Written warning, with potential contract termination.
- **Third Offense:** Termination of contract.

Violations may include, but are not limited to, the following:

- Failure to provide the required food for the event.
- Improper handling or disposal of waste materials.
- Non-submission or non-compliance with the approved menu, unless a deviation request has been submitted and approved by the PE.
- Unhygienic or improper food handling and service.
- Any prohibited act as outlined in Item 6 of this SCC.

Schedule of Activities

The Supplier shall acknowledge receipt of the calendar of activities either in person or via email from the program owner/end-user, with a copy furnished to the Procurement Unit.

The Supplier is responsible for sourcing its goods and equipment and must deliver services according to the schedule and specifications outlined in the award or contract. Failure to comply with these requirements may result in the cancellation of the award or purchase order.

All prices are fixed, valid, and binding. No additional costs will be authorized beyond those stipulated in the agreement.

In the event of a postponement or cancellation of a scheduled activity due to force majeure or other unforeseen circumstances, the Procuring Entity, through the program owner/end-user, will notify the Supplier at least five (5) days prior to the original scheduled date indicated in the calendar of activities.

	<p>Suspension of Work</p> <p>The PE may suspend the work, either wholly or partially, by written order for a specified period, as deemed necessary due to force majeure or other unforeseen events. During such suspension, the Supplier or Consultant shall take reasonable steps to minimize any additional costs related to the work affected by the suspension.</p>
2.2	<p>The terms of payment shall be as follows: Full payment of every duly inspected and accepted deliveries (per activity), subject to submission of billing and the required supporting documents</p>
4	<p>Inspection and Tests</p> <p>1.The inspections and tests that will be conducted shall be ocular inspection of bidder's workplace/kitchen and the food taste test.</p> <p>2.The Procuring Entity reserves the right to inspect the premises of the Supplier to ensure that food is being prepared under the highest standards of hygiene.</p> <p>3.All necessary laboratory tests required by the Procuring Entity for the item(s) will be conducted at the Supplier's expense, as deemed necessary.</p> <p>4The Supplier must provide Sanitary Permits for the establishment and Health Regulatory Permits for workers upon request by the Procuring Entity for monitoring and compliance purposes.</p> <p>5.Suppliers are expected to adhere strictly to all health and safety protocols at all times to ensure the well-being of all personnel and clients.</p>
5	<p>Warranty</p> <p>A one-year comprehensive and onsite warranty for the non-expendable goods. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the DepEd that the delivered Goods have been duly inspected and accepted (i.e. final acceptance). Repair of the goods shall be within the warranty period.</p> <p>The supplier warrants that all goods/services to be provided will meet industry standards and comply with the Food and Safety Act of 2013.</p> <p>Payments shall be subject to the Warranty provision in the form of either retention money in an amount equivalent to three percent (3%) of every progress payment, or a special bank guarantee in the amount equivalent to three percent (3%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.</p> <p>In case the Supplier opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above.</p>

	<p>The Special Bank Guarantee shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.</p>
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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.

LOCATION: NEAP-R1, San Vicente, City of San Fernando, La Union

PROCUREMENT OF CATERING SERVICE FOR THE CONDUCT OF VARIOUS SLM-RELATED ACTIVITIES AT NEAP-R1

Title of Activity	No. of pax	Expected Time of Arrival	First Meal to be served	Expected Time of Departure	Last Meal to be served
A. Crash Course on Recorded and Live Storytelling of Theme-Based SLM Contents	140	September 1, 2025	PM Snacks	September 6, 2025	Lunch
B. Masterclass on Copyright Management of Self-Learning Modules and other Learning Resources	140	September 8, 2025	PM Snacks	September 12, 2025	Lunch
C. RO and SDO Interface on Data Management of Self-Learning Modules and other Learning Resources	100	October 27, 2025	PM Snacks	October 31, 2025	Lunch
D. Program Implementation Review on the Implementation of LRMDs, and Utilization of Self-Learning Modules and other Learning Resources	140	November 10, 2025	PM Snacks	November 14, 2025	Lunch

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Technical Specifications

Item	Specifications	State here "Comply" or "Not Comply"
1	Rice: Plain or Fried Equivalent to at least one cup or an estimated 200 grams per head.	
2	Soup (selection from menu) Served in a bowl with estimated 200 ml per serving	
3	Three (3) Choices of Viands (selection of variety dishes of meat, poultry, fish and vegetables from menu) with estimated 100 grams edible portion per serving/viand	
4	Dessert/Fruit (selection of pastries, fruits in season and sweets from menu) Served per piece or cut in a saucer/small bowl	
5	Canned juice shall be served during AM and PM snacks (selection of drinks from menu)	
6	Sample of 4 and 5 days Menu Cycle to be submitted as part of the Technical Proposal	
7	Functional water dispenser with purified drinking water available for all participants 24 hours a day. Paper cups, overflowing coffee, sugar, creamer and choco shall be provided	
8	Functional Electric Coffee Maker with at least 10-liter capacity	
9	Over flowing brewed coffee made available 24 hours.	
10	Free finger foods in the afternoon (cornick, nuts and bite size biscuits)	
11	Set of condiments, such as but not limited to salt, pepper, soy sauce, fish sauce, hot sauce and ketchup.	
12	Provision of special meal for participants with dietary restrictions	
13	Dinner and table wares for participants <i>Note: The use of plastic plates, cups and straws, or any Styrofoam materials are prohibited.</i>	
14	Stainless Steel Chafing Dish and serving trays and Functional kitchen with tools and equipment	

15	Free table set up, dining table and chairs cover and choice of linen	
16	Change of linen everyday	

Note: Items Number 8, 9, 10, and 11 must be available during the duration of the activity.

Meals should be served on the following schedule:

- A. Breakfast - 6:00 AM to 8:00 AM
- B. Morning snacks - 10:00 AM to 10:15 AM
- C. Lunch - 12:00 Noon to 1:00 PM
- D. Afternoon snacks - 3:00 PM to 3:15 PM
- E. Dinner - 5:30 PM - 7:00 PM

B. PERSONNEL/MANPOWER REQUIREMENT

	Role/Function	Minimum No.	Requirement	State here "Comply" or "Not Comply"
1	Project/Food Supervisor	1	With at least 1 year of relevant experience	
2	Waiter/Server	2	With blue card and experience	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

BID FORMS ATTACHMENTS

Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Business Name : _____

Business Address : _____

Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Completed Contract

Note: This statement shall be supported with:

1. Certificate of End-users Acceptance or Official Receipt/s or Sales Invoice.

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

**STATEMENT OF ONGOING GOVERNMENT & PRIVATE CONTRACT INCLUDING CONTRACTS
AWARDED BUT NOT YET STARTED**

Business Name : _____

Business Address: _____

a Name of Contract	a Owner Name	Kinds of Goods/Services	a Date of Contract	Contract Duration	Value of Outstanding Works /Uncompleted Portion
b Location	b Address		b Date Received of NTP		
c Project Cost	c Telephone Nos		c Date completion		
GOVERNMENT					
PRIVATE					
					Total Cost

*Continue in a separate sheet if necessary

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed

Submitted by: _____

(Printed Name & Signature)

Designation : _____

Date : _____

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184, without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurati]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable.)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards, and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents,
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Project Identification No. _____
Philgeps Reference No. _____

Eligibility Form

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Please show computation)

This is to certify that our Net Financial Contracting Capacity (NFCC) is Philippine Pesos _____ (P _____) which is at least equal to the total ceiling price of the services we are bidding. The amount is computed as follows:

$$NFCC = (CA - CL) (15) - C$$

Where:

CA = Current Assets

CL = Current Liabilities

C = value of all outstanding or uncompleted portions of contracts/projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid

Issued this _____ day of _____, 20____.

(Company Authorized Representative)

NAME _____

DESIGNATION _____

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	Amount and Purpose of agent	Currency	Commission or gratuity
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_____	_____	_____	_____
_____	_____	_____	_____

(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)*.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Republic of the Philippines



Government Procurement Policy Board